



**Request for Proposals (RFP) No 367-OC5470 for Routing
Software for Collections in Recycling, Commercial,
Sanitation; with Cart Management Capabilities**

RFP Circulation Date: January 14, 2026
Optional Pre-Bid Conference: January 21, 2026
Proposal Submission Deadline: February 6, 2026

Orange County North Carolina
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Finance Manager - Purchasing
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919-245-2651

Electronic responses ONLY will be accepted for this solicitation

1. GENERAL INFORMATION

1.1 INSTRUCTIONS TO BIDDERS

- 1.1.1 All proposals shall be for furnishing supplies, materials, equipment and/or work, labor, and services in accordance with the applicable plans and specifications prescribed by Orange County. Plans and/or specifications may be obtained at <https://www.orangecountync.gov/Bids.aspx>
- 1.1.2 Orange County reserves the right to award the proposal that is in the best interest of Orange County or to reject any or all proposals and to waive minor irregularities.
- 1.1.3 The successful bidder shall comply fully with the requirements of General Statutes, Section 143-129, as amended.
- 1.1.4 In the event of default by any Contractor Orange County may procure from other sources whatever service or items is being proposed and hold the Contractor responsible for any excess cost occasioned thereby.
- 1.1.5 Payment terms are net 30 days.
- 1.1.6 North Carolina sales and use tax shall not be included in the proposal amount.
- 1.1.7 Proposals submitted via facsimile or mail shall not be accepted.
- 1.1.8 Proposals received after opening date and time shall not be considered.
- 1.1.9 All proposals must contain an authorized original signature.
- 1.1.10 Attached is a copy of the County's standardized contract (**Attachment C**). All insurance requirements are contained therein. Please read the agreement carefully as that document and this bid shall constitute the agreement. The cost of all insurance shall be included in the price(s) bid.
- 1.1.11 The Contractor shall not commence work until he or she has obtained all the insurance required in **Attachment C**. Insurance shall be maintained in full force and effect until the Contract, from commencement of the contract and during the entire term of the contract, has been fully and completely performed, as evidenced by final acceptance payment. Contractor shall provide Certificate of Insurance reflecting the aforementioned coverages as proof of coverage. The Certificate of Insurance shall provide for a thirty (30) day written notice to the County in the event of any modifications, cancellation, or expiration of said policies. Work shall not commence until the Contractor has obtained all required insurance and the County has approved verifying certificates of insurance in writing.
- 1.1.12 Any and all changes or alterations to this RFP shall be made in the form of written addendums.
- 1.1.13 Please direct any questions concerning this **RFP367-OC5470**, to Jovana Amaro, Finance Manager -Purchasing, at email: finance-purchasing@orangecountync.gov
- 1.1.14 Please be advised that an optional pre-bid virtual conference will be held by the Orange County Solid Waste Department on January 21, 2026, at 1:00 PM
- 1.1.15 The attached RFP is included to describe the services desired. During the pre-bid conference, county staff will further describe the services desired and will entertain suggestions, comments and questions. All interested Contractors should be prepared to discuss the RFP during the pre-bid conference. If required, an addendum will be issued to more accurately define the desired services.

1.1.16 E-VERIFY HB786 § 143-48.5 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new law(s) specifically prohibits governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. A Completed E-Verify affidavit must be included in your submittal. The electronic version is acceptable.

1.2 DEFINITIONS

AGREEMENT: The Contract and any supplemental procedures or Standard Operating Procedures that are agreement upon by all parties.

CONTRACTOR: The applicant, vendor, proposer, provider and entity providing the services requested and outlined in the request for proposal and contract.

COMPLETE OPERATIONS MANUAL: A document written to provide information to properly and operate the installed software and associated equipment provided by the contractor.

CONTRACT: A binding document between the county and contractor.

CONTRACTOR PROJECT MANAGER: The County’s main contact, employed by the Contractor that will be responsible for communication between the County and Contractor personnel.

COUNTY: Orange County, North Carolina, the County’s representative outlined in the request for proposal and contract.

COUNTY’S RESPRESENTIVE- The main contact person between the Contractor and the County relates to contract management, issues, scheduling, questions, etc.

PROPOSER: Person or entity submitting a bid to the RFP. The successful proposer will become the Contractor.

REQUEST FOR PROPOSALS (RFP): This document detailing the software and equipment that will be provided as in the scope of work for Orange County, North Carolina.

1.3 GENERAL REQUIREMENTS

1.3.1 Living Wage

Orange County is committed to providing its employees with a living wage and encourages agencies it funds to pursue the same goal.

1.3.2 Regulations

The contractor will comply with all federal, state and local laws, rules and regulations and ordinances as applicable to the project.

1.3.3 Contract Award

Awarded contractor(s) must accept the terms of the sample contract in **Attachment C**.

1.4 ELIGIBLE CONTRACTOR

Eligible Contractors will meet the following requirements:

- A business license to operate in NC
- Minimum of three years' experience performing collection routing software and equipment.
- Upon award, meet Orange County Insurance requirements as set forth in **Attachment C**.
- Orange County reserves the right to reject all proposals and may select multiple Contractors to provide service.

1.5 SCHEDULE

A detailed schedule can be found in **Section 1.12** of this RFP

1.6 APPLICATION SUBMISSION PROCESS

One electronic response, and all relevant materials, must be received by February 6th, 2026, by 2:00 PM. Faxes are not accepted. The electronic copy should be submitted by e-mail to finance-purchasing@orangecountync.gov. When submitting materials by e-mail, you must have a reply from Orange County acknowledging receipt of materials.

1.7 NORTH CAROLINA PUBLIC RECORDS-Confidential Information

All Proposals received by Orange County shall be considered public information subject to lawful disclosure under North Carolina Public Records Law. Any proposal material deemed by the vendor to constitute either proprietary or trade secret material shall be designated as such, and each page or section of a page containing such material shall be marked by the vendor. In addition, it shall be the sole responsibility of the vendor to demonstrate to a court of competent jurisdiction that their designation is proper.

1.8 REQUESTING ADDITIONAL INFORMATION AND QUESTIONS

Orange County will respond to questions submitted ONLY via e-mail to finance-purchasing@orangecountync.gov. The deadline for questions is 5:00 PM on **January 23, 2026**. All questions and responses will be posted on the Orange County website. Neither Orange County staff nor Commissioners will answer questions directly.

Critical updated information may be included in Addenda to this RFP. It is important that all Consultants proposing on this RFP periodically check the Orange County's website <https://www.orangecountync.gov/bids.aspx> for any Addenda that may be issued prior to the bid opening date. All Consultants shall be deemed to have read and understood all the information in this RFP and all Addenda thereto.

1.9 PROPOSAL SELECTION PROCESS

In addition to the details listed in **Section 3** of this RFP, proposals will be reviewed to ensure that the application is received on time. The submission deadline for this RFP is February 6, 2026 at 2:00 PM, submitted via electronic mail. All forms and signatures are due at the time of submission. In addition to timeliness, submissions will be reviewed to ensure the submission is substantially complete and meets other eligibility requirements. If these standards are not met, the proposal will not receive further consideration. Proposals will not be returned to the applicant. General selection review will include:

- Timeliness: Proposals will be reviewed to verify submission by the submission deadline.

- Orange County will reject proposals that do not meet the submission deadline.
- **Completeness:** Proposals will be reviewed to verify completeness. Orange County will reject proposals that do not address all items in these sections and are thus materially incomplete.
- **Criteria Review:** Proposals will be rated and ranked based off submittal requirements set forth in this RFP.
- **Eligible Contractor:** Proposals will be reviewed to verify the eligibility of the contractor.
- **Appeals Process:** There will be no appeals process.

1.10 CORRECTIONS TO DEFICIENT APPLICATIONS

After the proposal’s due date, no unsolicited information will be considered. However, Orange County staff may contact the Contractor to correct non-substantive deficiencies.

1.11 OPTIONAL PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled to be held virtually on **January 21, 2026, at 1:00 p.m. by the Orange County Solid Waste Administration Department.** Below is the link to join the Microsoft Teams meeting:

[Join the meeting now](#)

Meeting ID: 216 630 581 297 77

Passcode: xn62Sz98

At the conference, representatives of the County will be available to answer and explain the intent of this RFP. To the extent possible, the County will answer questions and concerns raised at that time.

1.12 PROCUREMENT SCHEDULE

The County plans to adhere to the following procurement schedule to the extent possible. Changes to the procurement schedule shall be at the sole option of the County. **Table 1** provides the major milestones of the RFP process.

Table 1	
Procurement Schedule	
Activity	Date
RFP Released	January 14, 2026
Optional Pre-Proposal Conference	January 21, 2026, at 1:00 PM
Last Day to Submit Questions	January 23, 2026, by 5:00 PM
Addenda to RFP Issued (Anticipated and if necessary)	January 30, 2026
Proposals Due	February 6, 2026, at 2:00 PM
Interview Qualified Contractors	
Recommendations to the Board of County Commissioners	TBD
Award of Agreement	TBD
Transition Period	TBD
Start Services	TBD

1.13 CONTRACT TERMS

Services provided by the Contractor shall be managed by an HHW Program Agreement. The Agreement will be substantially in the form attached below. The term of the Agreement between County and Contractor will be for an initial three (3) years, proposed to be from July 1, 2026, through June 30, 2029. At the close of the initial three (3) year term the contract may be extended at the option of the County and with the agreement of the Contractor to include up to two (2) additional two (2) year renewal periods provided that:

- Funds are authorized annually by the Board of Orange County Commissioners, and
- The Contract is not otherwise terminated through provisions of another clause of the Contract.

1.13.1 Proposal Evaluation and Selection

Proposals will be evaluated and selected according to the criteria set forth in **Section 9.0** The selected firm and the County will negotiate a contract. It is intended that the function of the contract negotiations is to reach an agreement on a contract based on the scope of services contained in this RFP and on the information contained in the proposal submitted by the selected Proposer. The selection committee will submit recommendations to the Board of Orange County Commissioners on the selected Contractor and Contract. Contractor must sign the contract agreement within twenty (20) days after notification of the Board of Orange County Commissioners' approval of said recommendations. If, after approval by the Board of Orange County Commissioners, a contract is not signed within a twenty (20) day period, the County reserves the right to terminate all negotiations and select one of the other finalists or issue a new RFP.

1.13.2 Right to Reject

Issuance of the "Request for Proposal" does not commit the County to award a contract, to pay any costs incurred in preparation of a proposal to this request, or to procure or contract for service or supplies. The County reserves the right to reject any and all proposals, and to re-advertise. The County may at its option, perform some or all of the services.

1.13.3 Contract Payment

Payment will be made by the County to the Contractor within thirty (30) days after the receipt by the County of a complete and accurate invoice for work done which is reasonable and allocable to the Contract and has been performed to the satisfaction of the County. Amounts on invoices shall not include amounts allocated to tasks on which no work has been done.

1.13.4 Price Adjustments

Following issuance of the Contract, the pricing shall remain as part of the proposal through June 30, 2027, as per the contract term as proposed by the Contractor in the RFP. Adjustments in the amount for ensuing years shall be made in accordance with the following to include labor services alone:

- A. LABOR CPI-U: The County will allow an annual CPI-U price adjustment for each year of the Contract after the first year as described herein. The CPI-U used shall be the percentage of movement of the [U.S. Department of Labor, Consumer Price Index, All Urban Consumers \(CPI-U\)](#) for all items for the 12-month period ending in January of each Contract year. The CPI-U adjustment shall be limited to fifty percent (50%) of each unit price, unless otherwise specified herein. The Adjusted Contract Unit Prices shall become effective on July 1st of the initial contract term (July 1, 2026) and shall be adjusted every twelve (12) months thereafter on the Contract anniversary date according to the formula in the example below and shall be binding

on the Contractor for the ensuing Contract year.

If the CPI-U exceeds 4%, the calculation for that year shall remain at 4% or 1.04.

- B. PROCESSING: The County will consider yearly adjustments to the processing cost per pound, or gallon as proposed in the RFP, but yearly increases shall not exceed 4%. Any increase request should provide justification as to why the price increase is needed. A written explanation must be received prior to the deadline. Examples of justification include software and associated equipment cost increases or inflation.
- C. NOTIFICATION: If the Contractor plans to increase costs within the guidelines of the increase limitations listed in A & B above, the County must be notified in January of each year.

1.13.5 Adjustments for Change in Scope

The County may order changes to the contract within the general scope of services consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due to the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes any particular work is not within the scope of the contract, is a material change, or will otherwise call for more compensation to the Contractor, the Contractor must immediately notify the County via electronic mail. The Contractor must provide the amount of additional compensation requested, together with the basis and documentation supporting the claimed amount.

1.14 STATEMENT OF GOALS

It is the intent of the County to provide hazardous waste material collection and provide used oil, used oil filters, and antifreeze collection to both residents and select government entities, with the following goals in mind:

- Provide integrated, comprehensive, and customer-friendly collection routing software with the capabilities to manage routes including route optimization.
- Provide a cart management system that will address when carts have been tipped or not, a means to communicate this information to OC Solid Waste staff, ordering carts, location of carts, usage of RFID technology and supporting customer service and training.
- Provide installation of equipment for routing software and training of OC Solid Waste staff who will use the software and equipment.
- Provide monthly reports, by routes, listing the collection points and other associated information to improve the effective and efficient operation of collections.

1.15 PURPOSE OF SOLICITATION

The purpose of this request for proposals is to obtain a highly qualified Contractor to provide routing software and associated equipment to Orange County Solid Waste Recycling, Commercial and Sanitation collection services. To provide associated equipment, installation, and training of said software and equipment services.

1.16 MINORITY BIDDERS:

Orange County encourages all businesses, including minority, and women owned businesses to respond to RFPs, ITBs, and RFQs.

1.17 BUSINESS REGISTRATION:

Corporations, LLCs, LLPs, and foreign entities conducting business in North Carolina must maintain an active registration with the NC Secretary of State in order to legally transact business with the County.

2. SCOPE OF WORK

2.1 INTRODUCTION

Orange County, North Carolina on behalf of its Department of Solid Waste Management (hereinafter “County”) is seeking proposals for a private contractor (hereinafter “Contractor”) to provide routing software that will allow Orange County to enhance and optimize routes for ASL vehicles (urban and rural collections).

2.2 BACKGROUND

2.2.1 Background

The Orange County Solid Waste Management Department has used routing software to enhance and make all routes more efficient for the Recycling collection division. The Department also uses another software for cart maintenance to locate, place, or retrieve existing carts. However, the current software does not provide the efficiency needed to provide better service for the residents of Orange County; therefore, the County is seeking a contract that provides all the services listed in RFP.

2.3 PROPOSED SERVICES

- Provide integrated, comprehensive, and customer-friendly collection routing software with the capabilities to manage routes including route optimization.
- Provide a cart management system that will address when carts have been tipped or not, a means to communicate this information to OC Solid Waste staff, ordering carts, location of carts, usage of RFID technology and supporting customer service and training.
- Provide installation of equipment for routing software and training of OC Solid Waste staff who will use the software and equipment.
- Provide monthly reports, by routes, listing the collection points and other associated information to improve the effective and efficient operation of collections.

2.4. CLEANLINESS STANDARDS

The contractor shall provide or arrange for building and/or site cleaning to ensure neat material storage and cleanliness of building and grounds. Grounds and buildings should be inspected before and after events to ensure cleanliness. The Contractor shall make the necessary corrections to ensure cleanliness. Determination of whether cleanliness standards have been met by the Contractor will be at the discretion of the Orange County Solid Waste Director or his representative and will be determined solely by a County Representative.

2.5 CUSTOMER SERVICE STANDARD

Contractor shall provide appropriate staff for customer service, training, and equipment to

ensure a successful partnership with the contractor and the County.

2.6 USE OF SUBCONTRACTORS

The Contractor may use subcontractors to perform some, or all of the duties normally assigned to the Contractor. The County must approve any such subcontractors that may be proposed. The County requires the Contractor to indicate the specific activities that will be performed by a subcontractor. If any changes to subcontractors are proposed over time, those changes must be approved by the County.

2.7 TRAINING PROGRAM

Contractor must prove County staff and collection personnel are fully familiar with the range of operation of the routing software and associated equipment after the initial training by providing senior leadership, evidence of such by actual demonstrations on the software and equipment by request.

3. BILLING

The Contractor will be responsible to bill the County within thirty (30) days for services rendered the previous month

4. REPORTING

The contractor shall submit monthly and annual reports to the County by the tenth (10th) working day of the month. The required monthly reports shall be submitted electronically and include an invoice for last month's services and shall include an itemized list of all charges to the County for materials used, materials delivered, cost per pound, and itemized pounds.

Monthly Reports

1. Detailed Monthly Report: To be submitted with invoice for services, it should include a breakdown of all contracted charges with easy identifiable information.
2. Monthly Invoicing: Invoices shall also be submitted in an electronic format to include:
 - Date of service
 - Quantities
 - Equipment charges
 - Material costs (if applicable)
 - Labor costs

5. MINIMUM PERFORMANCE STANDARDS

Following are the minimum performance standard that the Contractor shall adhere to all times when conducting any work required under the Contract. Contractors are advised that the minimum performance standards described below will be made part of the contract documents.

5.1 Billing and Data Requirements

The Contractor shall provide the following deliverables in accordance with the procedures and schedule described below. The cost to prepare and provide the deliverables shall be included in the Contractor's unit collection prices.

a. Invoices

On a monthly basis no later than thirty (30) business days after the service provided, the Contractor shall submit a detailed invoice to the County in electronic and paper format.

The Invoice shall reference the applicable purchase order number and be itemized by service for the services provided during the month. The County will not approve payment to the Contractor until the monthly reporting needs have been accurately submitted to and received by the County. Further details on invoices can be found in **Section 3**.

b. Monthly Reports

Contractor shall provide the requested monthly reports by the tenth (10th) working day.

c. Yearly Reports

Contractor shall provide the requested yearly report by the tenth (10th) working day of July.

d. Living Wage

The Contractor is encouraged to pay all personnel at minimum the living wage as dictated by the Orange County Board of County Commissioners.

6. TRANSITION PLAN

Contractors shall provide a detailed transition plan that describes the plans and schedule of events for the provision of new services. If applicable, the awardee should propose how to work with current Contractor to affect a smooth transition. Discuss the methodology proposed to minimize the impact of any operational change that may occur.

7. PROPOSAL REQUIREMENTS

The submitted proposal must follow the following order and format:

7.1 PROPOSAL SUBMITTAL

The submitted proposal must follow the following order and format

7.1.1 Introduction

This section must include a brief statement of the Proposer's Company Background, Contact Information, and must include the signature of an individual who is authorized to bind the Proposer contractually (**Attachment C**).

7.1.2 Statement of Understanding of Services Sought by County –

This section must include a statement of Proposer's understanding of the services being sought by the County

7.1.3 Project Personnel

This section must include the name and title of the Project Manager responsible for providing services as described in this proposal. Due to the scope and complexity of the project, County expects that the Contractor Project Manager will be an experienced person with at least three years' routing software experience. This section must also include a list of any other specific contracts or projects on which the Contractor Project Manager is working and include assurances that she/he will be able to provide the necessary oversight and attention to this project. Finally, this section must include a resume for all key people working on this project. Resumes must describe individuals' experience and probable responsibility on this project.

7.1.4 Subcontractors

This section must include a description of the proposed involvement of subcontractors, including potential uses and responsibilities (if applicable).

7.1.5 Data Management

Contractor's data management system for acquiring and tracking customer and materials data. Also includes what method will be utilized to provide accurate reports by material and location to the County.

7.1.6 Current and Past Experience

This section must include a description of Contractor's current and past experience providing services similar to those that the County seeks. This section must include a list of clients to whom similar services have been provided within the past three (3) years. The list of clients must include the accurate name, phone number, and email address of the contact person. Current and / or past clients may be asked by County to provide reference for Proposer.

7.1.7 Technical Expertise

This section must include a description of Contractor's technical expertise in the operating routing software.

7.1.8 Transition Plan

Include detailed transition plan from current routing Contractor. The transition plan will serve as an attachment to the approved contract once approved by the County.

7.1.9 Project Approach

This section must include a complete description of Project Approach, including an operational approach for routing software and equipment that will be installed in County vehicles.

7.1.10 Pricing

This section should contain three subsections, as follows:

- A. **Routing Pricing Proposal** - Contractor should submit their Pricing Proposal using enclosed **Attachment B.** The County prefers the cost to be detailed to show unit pricing for software monthly.
- B. **Equipment Pricing Proposal** - Contractor should submit their Pricing Proposal using enclosed **Attachment B.** The County prefers the cost detailed to show monthly charges for equipment that is installed in County equipment.

7.1.11 Financial Capability and Insurance – This section must include an indication of financial capability for handling services to be delivered, including Insurance Coverage. Insurance coverage requirements are listed in the County Contract, **Attachment C.**

7.1.12 References- Consultants shall provide at least three (3) references for which your organization has provided services of similar size and scope to that proposed herein. Orange County may contact these users to determine if the services provided are substantially similar in scope to those proposed herein and Consultant's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

7.1.13 Orange County forms must be included with proposal: Acknowledgement of receipt of any addenda, Living Wage Form, E-Verify Form, Non-Discrimination Certification Form, and the Supplemental Vendor Information: Historically Underutilized Businesses Form

8.0 PROPOSAL ACCEPTANCE

Any incomplete proposal or proposal deviating from the required format may, at the County's sole discretion, be eliminated by the County.

9.0 SELECTION PROCESS

A selection committee shall be established by the County to review the proposals.

At their option, the evaluators may request oral presentations or discussions with any or all Contractor for clarification or to amplify the materials presented in any part of the proposal.

Contractors are cautioned, however, that the evaluators are not required to request presentations

or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

Specific evaluation criteria are below.

- Understanding of and familiarity with services sought by the County-Maximum Point Value -**10 points**
- Personnel, experience, subcontractors- Maximum Point Value – **10 points**
- Contractor’s technical expertise, knowledge, and understanding of applicable laws, rules, and regulations. - Maximum Point Value – **20 points**
- Contractor’s project approach- Maximum Point Value - **10 points**
- Cost of Services- Maximum Point Value – **20 points**
- Equipment to be used to process / managing carts- Maximum Point Value-**10 points**
- Financial capacity for handling services, including insurance coverage, and Contractor’s ability to protect County from liability associated with using the contractor’s software and equipment - Maximum Point Value – **20 points**

After ranking the Contractor on the above criteria, presentations or interviews may be conducted. The committee’s recommendation, along with a negotiated contract E will be submitted to the Orange County Board of Commissioners for approval.

ATTACHMENT A- EXECUTION OF PROPOSAL

Project Name: Routing Software for collections in Recycling, commercial, Sanitation; with cart management capabilities

System Proposal Request No: RFP367-OC5470

The person executing the proposal, on behalf of the vendor, being first duly sworn, deposes and says that:

- (1) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (2) Neither he/she, nor any official, agent or employee of the vendor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with this proposal; and

SIGNATURE OF PROPOSER _____

(Print full name of corporation)

(Address - County- State - Zip Code)

Attest _____
(Secretary/Assistant Secretary)

By: _____
President/Vice President/Assistant Vice President)

Printed: _____

Title: _____

CORPORATE SEAL:

Federal ID. or Social Security Number _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this _____ day of, 2016

_____ My Commission Expires _____
Title

THIS PAGE MUST BE FULLY EXECUTED AND SIGNED FOR THE PROPOSAL TO BE CONSIDERED

SAMPLE - DO NOT FILL OUT

ATTACHMENT C

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter “Agreement”), made and entered into this _____ day of _____, 20____, (“Effective Date”) by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and _____, (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Services Agreement (“Agreement”) is for services to be rendered by Provider to County with respect to *(insert type of project)*:
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.
- b. Standard of Care.
 - i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

- ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

a. Basic Services.

- i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County’s Request for Proposals or Request for Qualifications (the “RFP”) “RFP Number _____ for “_____” issued _____, 20_____, and the Provider’s proposal, which are fully incorporated and integrated herein by reference together with Attachments _____ (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County’s RFP together with attachments, Provider’s Proposal together with attachments.
- ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

<u>Milestone Task</u>	<u>Milestone Date</u>	<u>Milestone Fee</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

- iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider’s failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

- a. Term. The term of this Agreement shall be from _____ to _____.
- b. Scheduling of Services
 - i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

- ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.
- iii) The Commencement Date for the Provider's Basic Services shall be _____.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is _____ Dollars (\$ _____). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. *(For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee.)* Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.
- b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

- a. Cooperation and Coordination. The County has designated (_____) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

- a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If

County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of _____ (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

- a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

- a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all

relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

- ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
- e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

- a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.
- d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this

Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.

- e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.
- h. Non-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

- i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.
- j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Provider's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

PROVIDER:

By: _____

By: _____

Printed Name and Title

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____
Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS: _____ Vendor is a BOCC consultant: Yes No

Contract Details

Contract Type: New Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____ End Date _____ Notice Date _____ (Notice Purpose _____)

Award

Approved by Board (Agenda Date: _____); Made or Administered by _____

Signature Authority

- BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: Under \$5,000; Service Under \$90,000; Construction Under \$250,000
- Budget Policy Section XV (Capital Improvement Project: _____)

Bidding

Informal Bidding (\$30k-\$90k); Formal RFP (\$90k+); Other (<\$30k); Exception(# _____)

Department Affirmation

This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement.

This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

Department Director's Signature _____ Date: _____

Information Technologies

This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ Date: _____

Inapplicable because no hardware/software purchases or related services

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ Date: _____

Financial Services

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

Office of the Chief Financial Officer _____ Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ Date: _____

Clerk to the Board

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov

The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

Office of the Clerk to the Board _____ Date: _____

SUBMIT WITH PROPOSAL

ADDENDUM ACKNOWLEDGEMENT FORM

Consultants must acknowledge receipt of addendums posted by Orange County before the RFP/RFQ deadline. Please initial for Addendums received.

Addendum No 1 _____

Addendum No 2 _____

Addendum No 3 _____

SUBMIT WITH PROPOSAL

Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	August 1, 2016

Policy Statement

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

Purpose

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is as reflected in the adopted Orange County Budget and as that budget document is amended from time to time. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement, the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

This policy may be reviewed annually and updated as needed by the Manager's Office

Acknowledged Receipt by: _____

Company Name: _____

Date: _____

SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina, _____ County

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)

SUBMIT WITH PROPOSAL

ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By: _____

Printed Name and Title

On behalf of _____

Company or Corporate name

SUBMIT WITH PROPOSAL

Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES

Vendor Name: _____ **Date:** _____

Per G.S. 143-128.4, Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent (51%) owned and operated by an individual(s) who are members of the following groups: Black, Hispanic, Asian American, American Indian, Female, Disabled, Disadvantaged.

The Vendor shall respond to question No 1 and No 2 below.

1) Is Vendor a Historically Underutilized Business? **Yes** **No**

If yes, please select from the following:

Ethnicity:

Black

Hispanic

Asian American

American Indian

Gender

Male

Female

Disabled

Yes

No

2) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification: _____

Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.