



Request for Proposals (RFP) No 367-OC5451

Recycling Processor and/or Municipal Solid Waste Disposal

Date of Issue: February 4, 2025

Non-Mandatory Virtual Pre-Bid Conference: February 13, 2025

Proposal Submission Deadline: March 3, 2025, at 3:00 pm

Orange County North Carolina

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Purchasing Agent

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919-245-2651

Electronic responses ONLY will be accepted for this solicitation.

TABLE OF CONTENTS

1.	GENERAL INFORMATION	3
1.1	INSTRUCTIONS TO BIDDERS	3
1.2	DEFINITIONS.....	4
1.3	GENERAL REQUIREMENTS	5
1.4	ELIGIBLE CONTRACTOR	5
1.5	RFP SCHEDULE.....	5
1.6	APPLICATION SUBMISSION PROCESS.....	5
1.7	PROPRIETARY INFORMATION	6
1.8	REQUESTING ADDITIONAL INFORMATION AND QUESTIONS	6
1.9	PROPOSAL SELECTION PROCESS	6
1.10	REGISTRATION WITH THE SECRETARY OF STATE FOR NORTH CAROLINA	6
1.11	OPTIONAL PRE-PROPOSAL CONFERENCE	6
1.12	CONTRACT TERMS	7
1.13	PURPOSE OF SOLICITATION	8
2.	SCOPE OF WORK FOR RECYCLING PROCESSING	8
3.	PROPOSAL REQUIREMENTS FOR RECYCLING PROCESSOR	13
3.1	PROPOSAL SUBMITTAL	13
3.2	PROPOSAL ACCEPTANCE.....	15
3.3	SELECTION PROCESS	15
4.0	SCOPE OF WORK FOR MSW DISPOSAL.....	15
	ATTACHMENT A - IRAN DIVESTMENT ACT CERTIFICATION	18
	ATTACHMENT B - PRICE PROPOSAL.....	19
	ATTACHMENT C- ADDENDUM ACKNOWLEDGEMENT.....	20

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.
- 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 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 for **Services Agreement RFP/RFQ**. 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 the **Services Agreement RFP/RFQ**. 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 aforementioned coverages as proof of coverage. 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 addendum. It is important that all vendors proposing on this RFP periodically check the County's website at <https://www.orangecountync.gov/bids.aspx> for any addendum that may be issued prior the bid due date.
- 1.1.13 Please direct any questions concerning this RFP to Jovana Amaro, Purchasing Agent, at email: finance-purchasing@orangecountync.gov
- 1.1.14 Please be advised that a non-mandatory virtual pre-bid conference will be held by the Orange County Solid Waste Department on February 13, 2025, at 10am.
- 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.

1.1.16 Orange County supports a living wage of \$ 17.65 per hour. Please indicate on the bid form whether any workers on this job will make less than \$ 17.65 per hour.

1.1.17 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 prohibit(s) governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. **A Completed and notarized E-Verify affidavit must be included it with your submittal.**

1.2 DEFINITIONS

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

AVERAGE MARKET VALUE or “AMV”: The aggregate value of the bundle of Single Stream Recyclables, source separated OCC, or source separated Bulky Rigid Plastics according to the market index used to determine the revenue paid by the Contractor to OCSW. For purposes of the Agreement, the index used will be the Southeast USA regional average commodity prices (U.S. Dollars per Ton), which can be found in RecyclingMarkets.net.

CONTAMINATION HANDLING FEE: The fee to process and dispose of contaminants contained in inbound deliveries.

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

CONTRACT: A binding document between the county and contractor. If text is contradictory between the contract and the RFP, the text in the RFP will preside.

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.

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

MSW: Municipal Solid Waste.

OCC: Old Corrugated Cardboard, grade PS 11 baled, F.O.B. seller’s dock.

PROCESSING FEE: The dollar amount per ton charged on all recyclables delivered by OCSW to the Contractor.

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

REBATE: The amount of money owed by the Contractor to OCSW if the payment formula finds the value of the revenue share exceeds the processing fee and contamination handling fee.

REQUEST FOR PROPOSALS (RFP): This document, detailing the Recycling Processor program for Orange County, North Carolina.

REVENUE SHARE: The percentage of AMV to be reimbursed to OCSW.

WASTE AND RECYCLING CENTER (WRC): Orange County has five (5) staffed WRC's that provide the public with the opportunity to drop-off numerous items. For the purposes of this RFP, Recycling will be collected from five (5) sites and from curbside collection, multi-family sites and commercial entities.

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. A copy of Orange County's Living Wage Contractor Policy is included.

1.3.2 Regulations

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 the **Services Agreement RFP/RFQ**.

1.4 ELIGIBLE CONTRACTOR

Eligible Contractors will meet the following requirements:

- A business license to operate in NC
- Minimum of five years' experience processing recyclables.
- Upon award, meet Orange County Insurance requirements as set forth in **Services Agreement RFP/RFQ**.
- Orange County reserves the right to reject all proposals and may select multiple Contractors to provide service.

1.5 RFP SCHEDULE

A detailed schedule can be found in page 7

1.6 APPLICATION SUBMISSION PROCESS

One electronic copy of this application, and all relevant materials, must be received by 3 pm on the deadline date. Faxes are not accepted. One electronic copy should be submitted by e-mail

finance-purchasing@orangecountync.gov. When submitting your proposal by e-mail, you must have a reply from Orange County acknowledging receipt of proposal.

1.7 PROPRIETARY INFORMATION

Proprietary information may be submitted as part of the proposal. Please clearly mark only the pages that contain proprietary information with the word “CONFIDENTIAL.” Information and records submitted to Orange County are governed by the N.C. Public Records Act, which is set forth in N.C. General Statutes 132-1, et. seq. Applicants are encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

1.8 REQUESTING ADDITIONAL INFORMATION AND QUESTIONS

Orange County will respond to questions submitted ONLY via e-mail to Jovana Amaro at finance-purchasing@orangecountync.gov. The deadline for questions is **February 17, 2025**. Orange County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to Orange County website at <https://www.orangecountync.gov/bids.aspx>. Neither Orange County staff nor Commissioners will answer questions directly.

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 **March 3, 2025, at 3:00 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 all the requirements. If these standards are not met, the proposal will not receive further consideration. 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 of 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 REGISTRATION WITH THE SECRETARY OF STATE FOR NORTH CAROLINA

Any firm wishing to be considered for the contract for the requested services must be properly registered with the Office of the Secretary of State at the time of submission of the RFP.

1.11 OPTIONAL PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled to be held virtually on **February 13, 2025, at 10:00 a.m. by the Orange County Solid Waste Department**. Following is the link to join the meeting.

Recycling Processor Virtual Pre-Proposal Conference:

Please join my meeting from your computer, tablet, or smartphone.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 211 051 678 069

Passcode: v6kD6ei9

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. After the conference and the last day to submit questions, the County will prepare and post an addendum with the answers to the questions, or changes to, the RFP documents that the County deems appropriate for clarification. <https://www.orangecountync.gov/bids.aspx>

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	February 4, 2025
Non-mandatory Pre-Proposal Conference	February 13, 2025, at 10:00 am
Last Day to Submit Questions	February 17, 2025, by 5:00 pm
Provide Response to Questions	February 24, 2025
Proposals Due	March 3, 2025, at 3:00 pm
Interview Qualified Contractors	TBD
Recommendations to Board of County Commissioners	TBD
Award of Agreement	TBD
Transition Period	TBD
Start Services	TBD

1.12 CONTRACT TERMS

The Agreement will be substantially in the form attached below. The term of the Agreement between County and Contractor will be for an initial five (5) years, proposed to be on or before July 1, 2025, through June 30, 2030. At the close of the initial five (5) year term the contract may be extended at the option of the County and with the agreement of 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.

1.12.1 Proposal Evaluation and Selection

Proposals will be evaluated and selected according to the criteria set forth in **Section 3.3**.

The selected firm and the County will negotiate a contract. It is intended that the function of the contract negotiations is to reach agreement on a contract based on the scope of services contained in this RFP and on the information contained in the proposal submitted by selected Proposer. 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.

1.12.2 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.

1.12.3 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.

1.12.4 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.

1.13 PURPOSE OF SOLICITATION

The purpose of this request for proposals is to obtain a highly qualified Recycling Processor to receive, process and market Recyclables. Service will include receiving recyclables from Orange County Solid Waste ("OCSW") and to additionally contract for the disposal of waste. The waste disposal bid may be included with any entity proposing to serve as the County's recycling processor or an entity may submit solely on the waste disposal. Waste Disposal is intended to establish a tipping fee for the County to bring MSW for ultimate disposal and management by the bidder

2. SCOPE OF WORK FOR RECYCLING PROCESSING

2.1 GENERAL INFORMATION

OCSW is seeking qualified Responders to provide all facilities, equipment, labor and services required for the processing and marketing of all Single Stream Recyclables and selected other

source-separated recyclables managed by OCSW and delivered by or on behalf of OCSW to an agreed upon facility. This includes:

- All materials that are collected by OCSW collection crews, excluding glass collected as part of the Glass on the Side program (“GOTS”);
- All materials that are collected by a private hauler under contract with OCSW (excluding GOTS); and
- All materials, excluding GOTS, accepted at and hauled from an OCSW owned or operated Waste and Recycling Center, Convenience Center or Transfer Station

Contractors are required to accept recyclables for processing and marketing at an agreed upon facility. Contractor must furnish sufficient facilities, equipment, labor, financial capability, and experience to begin accepting materials from OCSW within 30 days of contract execution but no later than July 1, 2025.

Contractor facilities shall maintain safe and efficient procedures for queuing, weighing, unloading, screening, and vehicle departure to assure efficient use of the facility by OCSW. The Contractor shall accept all acceptable recyclable materials delivered to the agreed upon facility. The agreed upon facility shall have sufficient capacity and availability for unloading, storage, transfer, or other processing of materials so as not to impair delivery of materials from OCSW.

The Contractor shall:

- a. have a minimum of 5 years of experience processing co-mingled recyclable material,
- b. have a minimum of 5 years of experience marketing and selling recyclable material,
- c. have a minimum of 5 years of technical experience in material recovery and recycling,
- d. provide sufficient financial information to describe the financial condition and strength of the company,
- e. provide qualified staff to handle the day-to-day operations of receiving and processing recyclable material, and
- f. have the necessary facilities, equipment, and employees to operate a Transfer Station or MRF.

2.2 RECYCLABLES DELIVERY

Orange County Solid Waste shall have priority consideration in weighing and off-loading materials. The maximum total waiting/tipping time from arrival at the Vendors facility, to departure from the facility, shall not exceed one-half hour per truck. It is the intent of OCSW to deliver recyclables on the same day on which they are collected from curbside. Deliveries from OCSW transfer stations may be made less frequently. At a minimum, the Contractor must be available to receive materials Monday through Saturday from 7:00 am until 4:00 pm, with holiday observances for New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Orange County Solid Waste shall generally deliver recyclables in a single stream. However, Contractor shall be able to accommodate source separated Old Corrugated Cardboard (OCC) and bulky ridge plastics. Source separated materials shall not be subject to the same expected contamination threshold as single stream recyclables.

2.3 RECYCLABLES MATERIAL QUALITY AND COMPOSITION

Orange County Recycling Composition Example	
GLASS	9.99%
UBC	1.20%
STEEL	1.09%
HDPE Pigment	1.18%
HDPE NATURAL	0.81%
PET	3.16%
Mixed Paper	43.36%
Mixed Plastics #3-7	0.85%
#11 OCC	28.86%
Residue	9.51%

OCSW cannot guarantee actual composition. The numbers presented are the composition established via audit by the current recycling processor but are not a guarantee of current single stream commodities; they shall be used to allow the Contractor to provide comparable response to this RFP.

The Contractor may utilize these numbers for composition breakdown on contract initiation or sixty (60) days prior to the effective date of the contract, request that the County deliver six (6) tons of material to the Contractors facility that will be used to obtain a current measurement of the composition of program recyclables collected by the County which numbers shall then be used to establish the commodity breakdown. County shall have the right to have staff on sight to monitor the sorting by Contractor undertaken to determine the percentage of materials.

MARKETING OF RECYCLABLES

The Contractor shall provide or act as a recycling market outlet for materials during the term of the Contract regardless of market fluctuations. The Contractor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements provided for by the state and federal agencies.

2.3.1 Processing, Transporting and Marketing

The Contractor shall bear all costs associated with processing, transporting and marketing of Recyclable Materials.

2.4 PUBLIC EDUCATION

The Contractor will aid OCSW in providing public education services related to the recycling program. Public education assistance shall include the provision of culturally and relevant materials and messages in selected languages.

2.5 SPECIAL EVENTS SPONSORSHIP

The Contractor shall sponsor, at no cost to OCSW, three (3) public paper shredding events per calendar year. The event will provide Orange County residents the opportunity to have their documents destroyed onsite. The events will take place at a designated location within the County. Title and ownership of material will pass directly to the Contractor or Contractor's sub-contractor. Sponsorship shall be provided as a credit on the October invoice each calendar year.

2.6 MEASUREMENT - SCALES

The Contractor must have calibrated truck scales to record the weight of all delivered loads. The facility shall have a process to accurately record the weight and time of all deliveries so that material quantities can be accurately weighed and accounted for in reporting and in calculating recycling revenues.

2.7 INSPECTIONS

OCSW has the right to make periodic inspections of any facility that the Contractor uses to process material received from the County.

2.8 REPORTING

The selected Contractor will be required to provide monthly, and annual reports to OCSW of the total quantities of recyclables accepted and associated processing fees for recyclables and recycling revenues.

2.9 INVOICING / RECYCLING REVENUES

The Contractor will provide monthly invoices to OCSW. The Contractor's invoices will show the detailed calculation of the Fee/Rebate formula, with current, accurate values, documenting the fee owed or rebate due.

The invoice shall explicitly list the following elements for single stream recyclables:

- Current month average market values (AMV)
- Revenue Share
- Processing Fee
- Contamination Handling Fee, if any.

The invoice value for single stream recyclables shall be calculated by the following formula:
$$(\text{Processing Fee})/\text{Rebate per Ton} = (\text{Revenue Share \%} \times \text{AMV}) - \text{Processing Fee}.$$

Average Market Value or "**AMV**" means the aggregate value of the bundle of Single Stream Recyclables, source separated OCC, or source separated Bulky Rigid Plastics according to the market index used to determine the revenue paid by the Contractor to OCSW.

For purposes of the Agreement, the index used will be the Southeast USA regional average commodity prices (U.S. Dollars per Ton), which can be found in RecyclingMarkets.net.

Contamination Handling Fee: The fee to process and dispose of contaminants contained in inbound deliveries.

Processing Fee means the dollar (\$) amount per ton charged on all recyclables delivered by OCSW to the Contractor.

Rebate means the amount of money owed by the Contractor to OCSW if the payment formula finds the value of the revenue share exceeds the processing fee and contamination handling fee.

Revenue Share means the percentage of AMV to be reimbursed to OCSW.

OCC means Old Corrugated Cardboard, grade PS 11 baled, F.O.B. seller's dock

Fee Calculation Example

Note: The AMV Calculation tables on the following page are used for estimation purposes only.

Processing Fee: A Processing Fee of _____ dollars (\$____.____) per ton shall be charged on 100% of the inbound tonnage delivered.

Revenue Share: Vendor shall pay Orange County Solid Waste _____ percent (____ %) of the amount of the AMV remaining after deducting Processing Fees, for each Ton of inbound Program Recyclables delivered during that month. The Revenue Share shall be fixed for the life of the contract.

Contractor's Response: Please note this calculation is for proposal evaluation purposes only. Actual fees charged or revenue paid to Orange County Solid Waste shall be based on the inbound tonnage delivered by Orange County to the selected facility, and is subject to fluctuation in market values.

For example, for a Vendor who bids a Processing Fee of \$80/ton, a Contamination Disposal Fee of \$30/ton, and a 80% Revenue Share would calculate the Fee charged or Rebate offered in the following manner:

Fee Calculation Example

(Fee) Rebate per Ton = (Revenue Share x AMV) - (Contamination Handling Fee x Contamination Rate) - Processing Fee = (80% x 87.46) - (\$30.00 x 9.51%) - \$104.44 = (\$37.33 /Ton) Fee Paid by Orange County to Contractor. **Please NOTE:** The County operates a "Glass on the side program". Glass collected separately will not be sent to the recycling processor. Glass included in single stream is currently estimated to make up 9.99% of the County's single stream recycling.

Commodity Price Chart			
Material Type	Allocation Percent	Price per ton	AMV per ton
Glass	9.99%	(\$28.97)	(\$2.89)
UBC	1.20%	\$1,289.12	\$16.78
Steel	1.09%	\$160.83	\$1.76
HDPE Pigment	1.18%	\$158.08	\$1.86
HDPE Natural	.81%	\$1,323.01	\$10.73
PET	3.16%	\$386.16	\$12.20
Mixed Paper	43.36%	\$57.20	\$23.37
Mixed Plastics #3-7	85%	(\$57.43)	(\$0.49)
#11 OCC	28.86%	\$102.60	\$29.60
Residual	9.51%	(\$57.43)	(\$5.46)
	100%		\$87.46

2.10 Considerations for the Future

The decision to make any of the proposed changes to County's recycling program is per the County's discretion, and is dependent upon approval of budgetary increase.

3. PROPOSAL REQUIREMENTS FOR RECYCLING PROCESSOR

Submitted proposal must follow the following order and format:

3.1 PROPOSAL SUBMITTAL

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

3.1.1 Introduction

- This section must include a brief statement of Proposer's Company Background, Contact Information, Federal ID number, and must include the signature of an individual who is authorized to bind the Proposer contractually (**Services Agreement RFP/RFQ**).

3.1.2 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, and include a description of Scope of Work for accepting and processing recyclables.

3.1.3 Materials Accepted for Recycling

Provide a detailed list, with pictures, of items accepted and not accepted as part of the collection program. **ONLY** materials that the processor can and will recycle should be included on the list. For example, if there is not a known available market for clamshells, they should **not** be included in the acceptable list.

3.1.4 Subcontractors

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

3.1.5 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 to the County.

3.1.6 Current/Past Experience and References

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 accurate name, phone number, and email address of contact person. Current and / or past clients may be asked by County to provide reference for Proposer.

3.1.7 Technical Expertise

This section must include a description of Contractor's technical expertise in the processing and marketing of recyclables. Include in this section an explanation of Contractor's knowledge and understanding of applicable laws, rules and regulations and experience working with relevant regulatory agencies.

3.1.7.1 Experience of Key Personnel and experience of subcontractors

3.1.8 Transition Plan

Include detailed transition plan from current recycling processor that describes plans and schedule of events for the provision of services. The transition plan will serve as an attachment to the approved contract once approved by the County.

3.1.9 Facilities to be used to process / manage collected recyclable materials.

3.1.10 Pricing

Firms may submit the pricing proposal for Option 1- Recycling Proposal, Option 2-MSW Management Proposal or both.

This section should contain 2 subsections, as follows:

- **Pricing Proposal – See Attachment B.**
- **Contaminants Proposal-** Please include listing of the items that will be classified as contaminants. Please include method that will be used to identify, and document loads exceeding allowable contamination.

3.1.11 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, **Services Agreement RFP/RFQ**.

3.1.12 E-Verify affidavit. Include a notarized copy in your proposal.

3.1.13 Iran Divestment Act Certification (**Attachment A**)

3.1.14 See attached Orange County Non-Discrimination Ordinance. Complete the attached Orange County Nondiscrimination Certification and include it with your submittal.

3.1.15 Orange County supports a living wage of \$ 17.65 per hour. Please indicate on the bid form whether any workers on this job will make less than \$ 17.65 per hour.

Complete the attached Orange Living Wage Contractor Policy and include it with your submittal.

3.1.16 Addendum Acknowledgement (**Attachment C**)

3.1.17 Supplemental Vendor Information: Historically Underutilized Businesses form. Complete the form and include it with your submittal.

3.2 PROPOSAL ACCEPTANCE

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

3.3 SELECTION PROCESS

A selection committee shall be established by the County to review responses. The following will be the screening criteria. Order below is not indicative of priority.

- Understanding of and familiarity with services sought by the County-10%
- Experience of Key Personnel and experience of subcontractors-5%
- Contractor's technical expertise, knowledge, and understanding of applicable laws, rules, and regulations-10%
- Cost of Services-40%
- Facilities to be used to process / manage collected recyclable materials-20%
- Financial capacity for handling services, including insurance coverage, and Contractor's ability to protect County from liability -10%
- References-5%

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

4. SCOPE OF WORK for MUNICIPAL SOLID WASTE DISPOSAL

4.1 GENERAL INFORMATION

OCSW is seeking qualified Responders to provide all facilities, equipment, labor and services required for the disposal of Municipal Solid Waste managed by OCSW and delivered by or on behalf of OCSW to an agreed upon facility. This includes:

- All materials that are collected by OCSW collection crews,
- All materials that are collected by a private hauler under contract with OCSW and
- All materials, accepted at and hauled from an OCSW owned or operated Waste and Recycling Centers, Convenience Center or Transfer Station.

Contractors are required to accept MSW materials at an agreed upon facility. Contractor must furnish sufficient facilities, equipment, labor, financial capability, and experience to begin accepting materials from OCSW within 30 days of contract execution but no later than July 1, 2025.

Contractor facilities shall maintain safe and efficient procedures for queuing, weighing, unloading, screening, and vehicle departure to assure efficient use of the facility by OCSW. The Contractor shall accept all MSW materials delivered to the agreed upon facility. The agreed upon facility shall have sufficient capacity and availability for unloading, storage, transfer, or other disposal of materials so as not to impair delivery of materials from OCSW.

The Contractor shall:

- a. have a minimum of 5 years of experience disposal of MSW material,
- b. have a minimum of 5 years of technical experience in the disposal of MSW material,
- c. provide sufficient financial information to describe the financial condition and strength of the company,
- d. provide qualified staff to handle the day-to-day operations of receiving and disposal of material, and
- e. have the necessary facilities, equipment, and employees to operate a Transfer Station or other facility to accept MSW material from OCSWM facilities.

4.2 MSW DISPOSAL

Orange County Solid Waste shall have priority consideration in weighing and off-loading materials. The maximum total waiting/tipping time from arrival at the Vendors facility, to departure from the facility, shall not exceed one-half hour per truck. It is the intent of OCSW to deliver MSW on the same day on which they are collected from all locations mentioned in the list of all materials accepted under 4.1. At a minimum, the Contractor must be available to receive materials Monday through Saturday from 7:00 am until 4:00 pm, with holiday observances for New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Orange County Solid Waste shall generally deliver the MSW to the vendor facility.

The Contractor shall provide or act as MSW disposal facility for the materials during the term of the Contract. The Contractor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements provided for by the state and federal agencies.

4.3 PROCESSING, TRANSPORTING AND MARKETING

The Contractor shall bear all costs associated with disposal when materials are delivered to the vendor facility.

4.4 MEASUREMENT – SCALES

The Contractor must have calibrated truck scales to record the weight of all delivered loads. The facility shall have a process to accurately record the weight and time of all deliveries so that material quantities can be accurately weighed and accounted for in reporting and in calculating recycling revenues.

4.5 INSPECTIONS

OCSW has the right to make periodic inspections of any facility that the Contractor uses to dispose material received from the County.

4.6 REPORTING

The selected Contractor will be required to provide monthly, and annual reports to OCSW of the total quantities of MSW tons accepted and associated disposal fees.

4.7 INVOICING

The Contractor will provide monthly invoices to OCSW. The Contractor's invoices will show the detailed calculation of the disposal Fee owed.

The invoice shall explicitly list the following elements for MSW Disposal:

- Current month tonnage disposed per day
- Rate per ton per day
- Disposal fee per day
- Summary of total tons per month
- Invoice shall be sent electronically to AP address

4.9 CONSIDERATIONS FOR THE FUTURE

The decision to make any of the proposed changes to County's disposal program is per the County's discretion and is dependent upon approval of budgetary increase.

4.10 PROPOSAL REQUIREMENTS for MSW

Submitted proposal must follow the following the same order and format as listed in sections 3.1 of this RFP.

SUBMIT WITH PROPOSAL

ATTACHMENT A - IRAN DIVESTMENT ACT CERTIFICATION

Required By N.C.G.S.

143C-6A-5(a)

Name of Contractor, Vendor or Bidder: _____

As of the date listed below, the contractor, vendor or bidder listed above, and all subcontractors utilized by the contractor, vendor or bidder listed above, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the contractor, vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

*******Contractor, Vendor or Bidder – Return This Form With All Other Required Documentation*******

SUBMIT WITH PROPOSAL

ATTACHMENT B - PRICE PROPOSAL

Option 1 - Recycling Proposal:

Processing Fee: A Processing Fee of \$____.____per Ton shall be charged on 100% of the inbound tonnage delivered.

Contamination Handling Fee: A contamination handling fee to process and dispose of contaminants contained in inbound deliveries will be\$____.____ per Ton.

Revenue Share: Vendor shall pay Orange County Solid Waste ____ %of the amount of the AMV remaining after deducting Processing Fees, for each Ton of inbound Program Recyclables delivered during that month. The Revenue Share shall be fixed for the life of the contract.

Corrugated Cardboard Pricing:

Old Corrugated Cardboard (OCC): The County provides separated OCC collection from schools and commercial businesses.

The Vendor shall provide a per ton rate calculated at \$_____ of the Southeast USA regional average prices per Corrugated Containers (PS11) first posted less \$_____ vendor processing Fee.

Option 2 - Municipal Solid Waste Management Proposal:

Transfer Station Tipping Fee for MSW brought to facility by County separate from Recycling:

Vendor shall allow Orange County to bring MSW to their transfer station located at:

Orange County shall be charged a Tipping Fee per ton of: \$_____

Tipping Fee will be set for _____ years and shall not increase more than _____ % per year thereafter.

SUBMIT WITH PROPOSAL

ATTACHMENT C- ADDENDUM ACKNOWLEDGEMENT

Vendor must initial next to each addendum in order to verify acknowledgement:

Addendum #1_____ Addendum #2_____ Addendum #3_____

Addendum #4_____ Addendum #5_____ Addendum #6_____

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

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

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:	Gender	Disabled
<input type="checkbox"/> Black	<input type="checkbox"/> Male	<input type="checkbox"/> Yes
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Female	<input type="checkbox"/> No
<input type="checkbox"/> Asian American		
<input type="checkbox"/> American Indian		

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.

[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

SAMPLE - DO NOT FILL OUT

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: _____

Orange County Minimum Insurance Coverage Requirements

Note: An Exception or Waiver of Minimum Coverage may only be granted at the discretion and approval of Risk Management based on assessment of risk posed to the county.

Coverage	Low Risk Profile	Standard Risk Profile	High Risk Profile	Specialty	Encroachment	Premises Lease
Commercial General Liability Products/Completed Operation Explosion, Collapse & Underground (XCU)	\$1,000,000/\$2,000,000 Per accident As above	\$1,000,000/\$2,000,000 As Above If any, Limit to be determined.	\$1,000,000/\$2,000,000 As above If any, TBD.	\$1,000,000* As Above If any, TBD.	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000 (CSL) Per occurrence	\$1,000,000*	\$1,000,000*	\$1,000,000*	N/A	N/A
**Workers' Compensation	Statutory	Statutory	Statutory	Statutory	N/A	Statutory
**Employer's Liability	100/500/100	500/500/500*	500/500/500	500/500/500*	N/A	100/500/100
** Waiver of Subrogation on WC	Required if available	Required if available	Required	Required	N/A	N/A
Umbrella Liability	\$1,000,000	\$2,000,000	\$2,000,000+	\$9,000,000+	N/A	N/A
Professional Liability <i>may</i> be required on a risk profile depending on nature of services provided by contract. Coverage required for professional service such as accountant, attorney, architect, design, engineering, health care and most consultants.	\$1,000,000 per occurrence	\$1,000,000	TBD	TBD	N/A	N/A
Sexual Misconduct (Sexual Abuse/Molestation) <i>may</i> be required for contractors working directly one-on-one with children and elderly or in overnight sheltering capacities.	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	TBD	TBD	N/A	TBD
Cyber Liability <i>may</i> be required for contractors having access to personal identifying information, and/or computer networks.	\$1,000,000/\$2,000,000	TBD	TBD	TBD	N/A	
Environmental/Pollution Liability required if demolition, use of	N/A	\$1,000,000	\$1,000,000+*	\$1,000,000+*	N/A	N/A

Orange County Minimum Insurance Coverage Requirements

Note: An Exception or Waiver of Minimum Coverage may only be granted at the discretion and approval of Risk Management based on assessment of risk posed to the county.

hazardous material or environmentally sensitive						
Fidelity Bond (loss of money or other property due to dishonest acts). Only for contracts such as Banking, Janitorial, Fundraising, TPA's and similar, ETA	TBD	Amount depends on exposure to loss	TBD	TBD	N/A	N/A
Other Coverage As required	TBD	TBD	TBD	TBD	N/A	N/A
Bid, Performance & Payment Bonds	TBD	TBD	TBD	TBD	N/A	N/A

*A combination of Umbrella/Excess and primary limit may be used to provide coverage for the amount shown.

** Workers' Compensation is required if the contractor/vendor has employees. Owner Waiver is acceptable for a Sole Proprietor.