



**Orange County Government
Request for Proposal RFP#: 367-OC 5439**

Request for Proposals to Provide Comprehensive User Fee Studies

Date of Issue: October 25, 2024

**Proposal Opening Date: November 22, 2024.
At 2:00 P.M. ET**

Questions must be submitted in writing to

Finance-purchasing@orangecountync.gov

Electronic responses ONLY will be accepted for this solicitation.

1. PURPOSE AND BACKGROUND

Orange County, North Carolina is releasing this Request for Proposals (hereafter 'RFP') for two Comprehensive User Fee Studies.

The first one includes reviewing all eligible Countywide fees and the processes for charging and collection of these fees. The second study includes reviewing all Orange County fees for the following departments: Planning and related construction fees, the Department of Environment, Agriculture, Parks, and Recreation (DEAPR), and Emergency Services.

The County is seeking to review all eligible current Orange County user fees to evaluate each fee's cost-recovery, efficacy in collection and equity impact. The Consultant will be tasked with recommending updates to existing fees, combining, simplifying, or adding additional fees as applicable, and modifications to collection methods while mitigating impacts to our lowest income residents. The county is also seeking to improve the legibility of the fee schedule, allowing residents to better understand the fee structure. Some fees are dictated by external factors and will not need to be reviewed. For example, the county's Health Department's health clinic fees are directed by Medicaid cost and are not required for review.

Orange County, North Carolina is centrally located within the state between the Research Triangle Park and the Triad cities of Greensboro, Winston-Salem, and High Point. With more than 150,000 residents, the county includes Hillsborough, the county seat; Chapel Hill, home of the University of North Carolina; and Carrboro and a portion of the City of Mebane, former railroad, and mill towns.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE TO CONSULTANTS REGARDING RFP TERMS AND CONDITIONS

It shall be the Consultant's responsibility to read the instructions, Orange County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Consultants also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Consultants have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.4 PROPOSAL QUESTIONS. If the Orange County determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum.

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. Orange County will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	OC	October 14, 2024
Submit Written Questions	Consultant	November 8, 2024
Provide Response to Questions	OC	November 15, 2024
Submit Proposals	Consultant	November 22, 2024
Contract Award	OC	TBD
Contract Effective Date	OC	TBD

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Consultants may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Consultants shall submit any such questions by the above due date.

Written questions shall be emailed to finance-purchasing@orangecountync.gov and jamaro@orangecountync.gov by the date and time specified above. Consultants should enter “**RFP No: 367-OC5439: Questions**” as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received by the deadline date, Orange County’s response, and any additional terms deemed necessary by the Orange County will be posted in the form of an addendum to Orange County website and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Orange County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Consultants shall rely *only* on written material contained in an Addendum to this RFP.

2.5 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Consultant shall bear the risk for late submission due to unintended or unanticipated delay. Any proposal–submitted after the proposal deadline will be rejected.

Consultants should enter “**RFP#: 367-OC5439: Company’s name, To Provide Comprehensive User Fee Studies**” as the subject for the email. **One Electronic (PDF Format) submittal** should be less than 15MB in size and submitted by 2:00 p.m. EST on **November 22, 2024**. Electronic submittals shall be emailed to Jovana Amaro, Purchasing Agent at jamaro@orangecountync.gov coping Kirk Vaughn, Budget Director, at kvaughn@orangecountync.gov by the date specified above.

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 information in this RFP and all Addenda thereto.

2.6 PROPOSAL CONTENTS

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

- a) Cover Letter (Identify Project Manager)
- b) A written narrative response to address the Project Organization
- c) A written narrative response to address the Technical Approach
- d) Consultant Experience and Qualifications
- e) References
- f) Total cost for the proposed services for the user fee study for Orange County at countywide level (Section 4.2)
- g) Total cost for the proposed services for the user fee study for the following departments: Planning, the Department of Environment, Agriculture, Parks, and Recreation (DEAPR), and Emergency Services (Section 4.2)
- h) Acknowledgement of receipt of any addenda.
- i) Completed and notarized E-Verify form.
- j) Completed and signed Orange County Non-Discrimination Certification form
- k) Completed Supplemental Consultant Information: Historically Underutilized Businesses form.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Consultant(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to single Consultant, Orange County reserves the right to make separate awards to different Consultants for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the County to do so.

Orange County reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Consultant submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Consultant's proposal or qualifications, the contents of another Consultant's proposal, another Consultant's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Consultant not in compliance with this provision shall be disqualified from contract award, unless it is determined in Orange County's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Orange County would not be served by the disqualification.

A Consultant’s proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Orange County shall review all Consultant responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Proposals will be received from each responsive Consultant according to the method of submission specified in Section 2.5 of this RFP.

All proposals must be received by Orange County not later than the date and time specified on the cover sheet of this RFP.

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

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Consultant and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Consultants are cautioned that this is a request for offers, not an offer or request to contract, and Orange County reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the County.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to Orange County:

Criteria	Maximum Point Value
1. Consultant experience and qualifications	25
2. Technical approach.	15
3. Project Organization	15
4. Estimated Project Timeline	25
5. Total cost (Section 4.2)	20
Total	100

4.0 REQUIREMENTS

4.1 CONTRACT TERM

The Contract shall commence on the date of contract award (the "Effective Date"). Work shall be performed in accordance with specific dates as listed in this RFP with all work shall be completed within 9 months of the contract effective date.

4.2 ESTIMATED PROJECT TIMELINE AND PRICING

Provide an estimated project timeline for each comprehensive user fee studies:

- 1) The first one includes reviewing all eligible Countywide fees and the processes for charging and collection of these fees.
- 2) The second study includes reviewing all Orange County fees for the following departments: Planning and related construction fees, the Department of Environment, Agriculture, Parks, and Recreation (DEAPR), and Emergency Services.

A project timeline for the study based on the tasks and deliverables list. Consultant shall provide a schedule including milestones task list, dates, and fees for each user fee study (Milestone Task, Milestone Date, Milestone Fee)

The proposal price shall constitute the total cost to Orange County for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Consultant shall not invoice for any amounts not specifically allowed for in this RFP.

All travel related expenses shall be included within the costs identified for each Task. No separate travel expenses will be reimbursed.

4.3 INSURANCE REQUIREMENTS

The 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 <https://www.orangecountync.gov/DocumentCenter/View/1866/MinimumInsurance-CoverageRequirements-PDF>

Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

4.4 NORTH CAROLINA PUBLIC RECORDS

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.

4.5 BUSINESS REGISTRATION

The firm selected under this RFP will be required to have an active business registration with the North Carolina Secretary of State.

4.6 INVOICES

Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Consultant and the original signature of the Consultant's project manager. Payments will be made as Project milestones as set out in section 4.2.

The County will authorize payments to the Consultant. Invoices shall be sent to:

Orange County
County Manager's Office
300 West Tryon Street
Building B, Third Floor
Hillsborough, NC 27278

4.6 TRAVEL

All travel related expenses shall be included within the costs identified for each Milestone Task, as referenced in Section 4.2. No separate travel expenses will be reimbursed.

4.7 CONSULTANT EXPERIENCE AND QUALIFICATIONS

In its Proposal, The Consultant shall demonstrate experience with public sector clients with similar or greater size and complexity to Orange County. The Consultant shall provide information as to the qualifications and experience of its professional personnel assigned to this project. This shall include similar projects within Local Government organizations. This also includes experience with and understanding of all related statutes, reporting requirements. Familiarity with Centers for Medicare and Medicaid Services (CMS) desired for reviewing Emergency Medical Transportation related fees. A description summarizing the Consultant's experience over the past five years in performing similar services to municipal clients. A statement identifying the consultants assigned to this project. Please identify key staff and their qualifications (attach resumes as appropriate).

The firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to County officials and the Board of County Commissioners.

4.8 REFERENCES

Consultants shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. Orange County may contact these users to determine 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.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

4.9 PERSONNEL

Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Consultant shall notify the Contract Lead of any desired substitution, including the name(s) and references of Consultant's recommended substitute personnel. Orange County will approve or disapprove the requested substitution in a timely manner. Orange County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, Orange County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.10 CONSULTANT'S REPRESENTATIONS

- a) Consultant warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Consultant agrees that it will not enter any agreement with a third party that may abridge any rights of Orange County under this Contract. Consultant will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the County. Names of any third party Consultants or subcontractors of Consultant may appear for purposes of convenience in Contract documents; and shall not limit Consultant's obligations hereunder. Consultant will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Consultant's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Consultant will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Consultant to provide and deliver the Services and Deliverables.
- c) Consultant warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Consultant has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Consultant that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- d) A sample of the Services Contract – RFP/RFQ that will be executed with the selected Consultant is included.

5.0 SCOPE OF WORK

The Consultant shall perform a variety of tasks as listed below to perform a thorough evaluation of the County's current fee structure for the identified departments and the processes for billing and collection of those fees. An evaluation should take place to examine whether a reasonable relationship exists between the cost of providing the services and the current service fees. This evaluation should include comparisons with similar size and neighboring counties and ensure compliance with all statutory and legal requirements.

This evaluation should identify areas where cost recovery can be maximized while also providing recommendations for areas when that is not reasonably possible. These recommendations need to consider the impact to the community and identify areas where fees should be adjusted to mitigate the

impact to lower income residents. The recommendations should consider the legibility of the fee schedule to members of the community. This can include recommending simplifying or combining fees and rewriting fees in plain language. The Consultant will also make recommendations for the most efficient billing and collection methods to improve overall collection rates.

5.1 TASKS AND DELIVERABLES

The Consultant is requested to prepare a Comprehensive User Fee Study for Orange County, which may include the following elements:

1. Meet with staff and conduct interviews as needed to gain an understanding of the County's process and operations in the DEAPR, Planning, and Emergency Services departments.
2. Met with budgetary and finance staff to determine programmatic expenses and review county's existing direct and indirect cost methodology.
3. Compare cost of providing the services with existing recovery levels. This should include any service are where the County is currently charging for services as well as areas where perhaps the County should charge, considering the County's practices or the practices of similar or neighboring counties.
4. Recommend potential new fees and charges for services the County currently provides but does not have fees/charges established for. Recommendations should be based on practices by similar or neighboring counties, industry best practices, or the consultant's professional opinion.
5. Recommend combining, simplifying or rewriting existing fees to improve the legibility and navigability of the fee schedule by members of the public.
6. Recommend appropriate fees and charges based on analysis where full cost recovery may be unrealistic. This includes areas that may have negative impact on lowest income residents. Include information on County subsidy expectations based on practices by similar or neighboring counties, industry best practices, or the consultant's professional opinion.
7. Review collection methods for each fee type and recommend changes for most efficient collection methods in a manner consistent with all applicable laws, statutes, rules and regulations governing the collection of fees.
8. Prepare a report that identifies each fee service, its full cost, recommended and current cost recovery levels. The report should also identify the direct cost, the indirect cost, and the overhead cost for each service.
9. Prepare a report that identifies the present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other similar or neighboring counties.
10. Report on other matters that come to the attention of the Consultant's attention during this evaluation.

11. Prepare a final report of the Department User Fee Study in PDF that can be made available to County Leadership, Staff, and Commissioners. Include final version in editable format in excel for models, tables, and graphs.
12. Prepare and deliver presentation to the Board of County Commissioners to facilitate their understanding of the analysis and recommendations as requested.

5.2 PROJECT ORGANIZATION

Consultant shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Consultant proposes to staff the work.

5.3 TECHNICAL APPROACH

Consultant's proposal shall include, in narrative, outline, and/or graph form the Consultant's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP.

CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Consultant shall designate and make available to Orange County a project manager. The project manager shall be the County's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Consultant, at the request of Orange County, shall meet monthly with the County for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Consultant and the County's performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

LIVING WAGE & E-VERIFY

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 at the end of this RFP.

E-Verify

HB789 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 65 of the General Statutes." (Article 2 of Chapter 65 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 laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subcontractors have not) complied with E-Verify.

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

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

Company Name: _____ **Date:** _____

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP/RFQ. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

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

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

If so, state HUB classification:

[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: _____