

REQUEST FOR PROPOSALS

RFP 5231

ORANGE COUNTY

Tire Recycling Program



Orange County

200 S. Cameron Street

P.O. BOX 8181

HILLSBOROUGH, NC 27278

February 2017

CONTACT PERSON: David Cannell, Purchasing Agent

dcannell@orangecountync.gov or (919) 245-2651

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SECTION I

GENERAL REQUIREMENTS/OVERVIEW OF PROGRAM

A. Submission Instructions

The Proposal must be received by Orange County Financial Services, Hillsborough, North Carolina, 27278 by **2 p.m., March 14, 2017**, at which time proposals will be opened. Proposals postmarked on the above date but not received in the Orange County Purchasing/Central Services office until after that date and specified time will **NOT** be considered for competition.

Proposals must be in the form specified in the RFP Package and all required information must be included and signed by the chief executive officer of the bidding organization or a duly authorized agent. Envelopes containing the Proposal must be clearly labeled "**Sealed Proposal #**" 5231

Key dates in the bidding and contracting process are:

February 22, 2017	RFP for Tire Recycling Program packet is available. Electronic copy is available at www.orangecountync.gov/PURCHASING/bids.asp or by request
March 7, 2017	Deadline for submittal of questions dcannell@orangecountync.gov
March 14, 2017	Sealed proposals due to Orange County Financial Services, Purchasing Division Office by 2 PM
April 1, 2017	Vendor begins Tire Recycling Service

B. Purpose of Program

The purpose of this RFP is to seek vendors suitable to load, haul and recycle and/or dispose of tires collected by Orange County.

C. Overview of Requirements

Vendors agree to the following guidelines:

1. Adhere to Federal, State, and Local guidelines as they relate to tire disposal and recycling.
2. Load, collect, transport and recycle/dispose tires on a weekly basis

D. RFP Evaluation Process

Each proposal will be evaluated by the Solid Waste Department for responsiveness to the requirements of this RFP. The evaluation criteria are:

1. Qualifications, inclusive of, but not limited to:
 - a. Offeror's demonstrated experience in handling and managing of tires.
 - b. Offeror's ability to recycle 75% of the tires collected from Orange County.

- c. Capacity to load and transport tires on a regular basis to avoid unsightly piles or quantities that exceed or receiving area.
 - d. Ability to provide loading and collection commensurate with quantities of incoming tires.
2. Offeror's proposed procedures, including proposed personnel, equipment, vehicles, and market if applicable.
3. The responsiveness and completeness of the Proposal.
4. References.
5. Subcontractors to be used, if any.
6. Overall revenue, expense, and operation change required by the County.
7. Offeror's safety policy.

E. Proposal Negotiations

Orange County reserves the right to request additional information from the bidding agency or to negotiate specific terms contained within each Proposal. Orange County also reserves the right to conduct site visits during the evaluation process. Orange County Board of Commissioners reserves the right to accept or reject any or all proposals, in whole or in part, and to waive irregularities not affecting substantial rights of the bidding agency at any time during the bid proposal process or prior to contract execution.

F. E-Verify

HB786 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 laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit, and include it with your submittal.

G. 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 with this addendum.

H. North Carolina Sales Tax

If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price.

I. Iran Divestment Act

Please complete the attached Iran Divestment Act Certification Requirements and Include with your bid submittal.

J. Public Information

All Bids submitted to Orange County Board of Commissioners will become public information after the RFP is awarded by the Orange County Board of Commissioners.

K. Terms of Agreement

A five (5) year Agreement will be awarded with the option to renew for two additional three (3) year periods if vendor's performance has been satisfactory during the contract year. The RFP for Scrap Tire services and the response to RFP submitted by the successful bidder will be attached to the contract and incorporated by reference as an integral part thereof.

L. Provisions of Goods and Services

The Contractor shall provide to the County, on an as needed basis, but at least weekly, all goods and services necessary to perform "Tire Loading, Transporting and Recycling or Disposal" as described in this RFP, Section II, the Contract and the Pricing Schedule. The Contractor understands and agrees to be the Primary Contractor with the County for these goods and services.

M. Placement of Orders

A County Purchase Order shall be issued to the Contractor to provide the goods and services identified in this bid document.

N. Invoicing and Payments

Invoices shall be submitted monthly to the address and section listed below. Invoices shall include the purchase order numbers, unit price, any and all state required paperwork and statement of total tons collected and processed during the invoice period. No payment will be made for work in progress on the prescribed payment dates. Invoices will be sent to:

Orange County Solid Waste
ATTN: Recycling Manager
1207 Eubanks Road
Chapel Hill, NC 27516

The County shall make payment to the Contractor, net 30 days and may accept prompt payment discounts if offered, after receipt of an acceptable invoice. Per ton cost is all inclusive of loading hauling and disposal/recycling.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any

duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of Contractor involved in transactions related to such subcontract, or this Contract.

SECTION II
Special Provisions

Scope of Work

A. Background

Orange County is seeking to establish a contract with one (1) qualified vendor to provide receptacles for collection, pick up and recycling/disposal services on a weekly basis or as needed depending on the quantity of incoming tires delivered to Orange County and awaiting loading and hauling. The bid price shall include all fees required to perform the services described herein, including but not limited to labor, equipment, material and disposal. The price shall also include any gross or tare dump fees with a distinction between fees for disposal or recycling.

B. General

The Orange County Solid Waste Department is seeking response for the Processing of Waste Tires for the Purpose of Recycling and Disposal. The County accepts tires from residents and businesses within the County per State guidelines. Processing will be in line with Orange County requirements of recycling 75% of the collected material. Contractor shall provide loading, collection and transport on a weekly basis for all goods and services necessary to perform the duties described below.

Table 1		
Facility	Address	Hours of Operation
Orange County Landfill	1514 Eubanks Road Chapel Hill, NC 27516	7 a.m. – 3 p.m. Monday- Friday 8 a.m. – 12 p.m. Saturday

Vendors shall complete all business at the site at least thirty (30) minutes prior to posted closing time for each location on days the recycling location are open unless prior arrangement have been made with the County forty-eight (48) hours in advance. This includes hauling away and replacement of containers.

While the County is flexible with respect to certain elements of its proposed relationship with the vendor, the County has certain preferences for that relationship and has developed the following proposed model for that relationship. Vendors are encouraged to visit the location listed in Table 1 prior to submitting bids.

C. Pricing

The unit price shall be for loading of tires from the contract receiving pad into trailers provided by Contractor, hauling of tires to the Contractor's processing facility and the costs to recycle and/or dispose of all tires collected. The price shall also include any gross or tare dump fees.

D. Adequate Labor, Equipment, and Facilities

Contractor's employees assigned to load tires shall be competent, reliable and able to load a variety of tires include tractor trailers on a minimum of a weekly basis, or as needed to avoid unsightly piles or to maintain sufficient storage area for incoming tires. The Contractor shall have adequate labor, facilities, and equipment and inventory to handle the quantity of tires coming into the County. The Contractor shall supply all containers/trailers and transportation equipment such as 53' tractor trailers or items of similar size for the collection of tires and tire remnants. Containers shall be in suitable condition and appearance at all times and shall be placed at the same location at the site.

The vendor shall not collect or co-mingle other materials into containers/trailers once leaving the County facility where the material was collected, so weights of materials are accurate. The vendor shall document any items they believe are not acceptable as scrap tires and provide photographic evidence to the County, so the County may endeavor to omit such materials in future loads. If open top trucks or trailers are used, they should be tarped or covered. A weight ticket for each container will be submitted with payments and/or invoicing presented to the County. This should clearly indicate the material weighed, as well as the gross, tare and net weights of each shipment. All out bound loads of tires will be weighed at the on-site Orange County scales and Tare weights will be maintained or acquired as necessary to ensure accurate weights. County will make reasonable efforts to minimize or eliminate rims.

E. Visits

The County may visit the Contractors recycling facility to determine if the Contractor has adequate facilities, equipment, inventory and trained personnel to perform the services required.

F. Pick-up

On an as needed basis or a minimum of weekly, to be determined by the quantity of tires in the scrap tire storage area, the Contractor will deliver empty 53' tractor trailers or other containers of similar capacity and haul away full trailers to the Contractors recycling/disposal facility. Trailer capacity should be maintained to avoid overfilling of tire storage area.

G. Response Time

On occasion, the Contractor will be requested to haul tires more often than once a week. It is the expectation that the Contractor begin loading tires within twenty-four (24) business hours upon request, and hauling within forty-eight (48) hours of the request. Failure to respond in a timely manner may result in the contract being terminated.

In event of an unexpected storm event or disaster, the County may operate temporary debris management. Quantities of materials from these events are not known and will vary depending on the magnitude of the disaster.

H. Record Keeping

The Contractor shall provide all necessary documentation as required by state laws. In addition, all materials will be weighed on the Orange County scales, which will be used for initial record keeping. The Contractor will provide proof that 75% of the tires are recycled.

1. Tire certification forms should also be provided to the County.
2. The vendor shall report all measurement in short tons, where one (1) ton equals two-thousand (2000) pounds.
3. Materials must be transported off-site as needed in vehicles permitted for such transportation, according to State and Federal regulation.

I. Price and Type of Bid

The bid price proposed by the contractor shall include the price per ton including loading, processing and transportation of all passenger and truck tires to be paid by the county. All proposals shall be valid for a period of 60 days following the proposal submission deadline.

J. Contract Period

The initial Contract shall commence on or about April 1, 2017. The Contract will be for five (5) years with a provision to extend the Contract for two additional three (3) year periods.

K. Current System

1. Location: The scrap tires are located at the Orange County Regional Landfill 1514 Eubanks Road, Chapel Hill NC 27516.

2. Product: The Solid Waste Department accepts regular passenger and truck tires with occasional oversized tires, which must be off rim.
3. Volume:

Table 2	
Year	Tons
2013	1180
2014	1026
2015	1005
2016	980

The County makes no warranty, expressed or implied, as to quantity, kind, character, quality, weight, size, or description of any of the tires outside the description contained in this document.

4. Processing: Current processing for both regular and oversized tires is onsite stockpiling. Tires are loaded by the vendor onto tractor trailers provided by the vendor and hauled as trailers become full.
5. Transportation: Current process does not require off site transportation by County.
6. Market: Contractor is solely responsible for lawful recycling and/or disposal of tires.
7. Pricing: Current price is on a per ton basis, all inclusive.
8. All outgoing loads of tires are to be weighed on County scales.

L. Basis for Award

The Solid Waste Department reserves the right to award the Contract based on what is in the best interest of the County.

M. CPI Adjustments

No CPI adjustments will be utilized without prior written approval from the County. All prices will be fixed for a yearly basis.

N. Discrepancies

In the event of a discrepancy between records of the County and the Contractor, such invoice shall be paid, less the amount of the discrepancy. A notice of discrepancy with all supporting documentation shall be shared and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from the Contractor.

O. Recycling Requirements

Current recycling practices includes using shredded tires in the creation of new products, in leachate bed construction where allowed, and as a boiler fuel at permitted power plants. Contractor must certify annually that a minimum of 75% of tires received from Orange County

pursuant to this agreement are recycled or otherwise beneficially reused.

P. Subcontracting

The vendor given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the vendor shall remain the prime contractor and will assume all responsibility for the performance of the services that are supplied by all subcontractors. The County retains the right to approve all subcontractors.

Q. Permitting Requirement

Vendor shall possess a valid "Solid Waste Permit," authorized by the North Carolina Department of Environment and Natural Resources. Scrap tires in North Carolina are regulated according to the "North Carolina Scrap Tire Disposal Act," G.S. 130A-309.51-69, and the NC Solid Waste Management Rules, codified at 15A NCAC 13B.1100. These statutes and rules provide for the permitting of scrap tire collection sites and require that owners and/or operators meet the siting, design, construction, operational and financial responsibility requirements of these rules. Should the permitting requirements change, the vendor shall comply within one-hundred-twenty (120) days, but no later than the effective date of the revised requirements.

R. Additional Information

Request for additional information should be directed to David Cannell, Purchasing Agent, Purchasing Agent, Link Building 200 South Cameron Street Hillsborough, NC 27278
dcannell@orangecountync.gov 919-245-2651

Section III

Bid Documents

QUOTATION SHEET (Form 1)

Cost Per (Short) Ton for Tires Loaded, Hauled and Processed - \$ _____

Description of Recycling Process (i.e. how are tires recycled/ reused): _____

Subcontractors Proposed: _____

Years of Experience Loading Tires: ____

Years of Experience Hauling Tires: ____

Outstanding Lawsuits: _____

3 Year Safety Record: _____

Process Proposed (include personnel, equipment, vehicles & markets): _____

Date Available to Start: _____

Additional Details: _____

Company Name: _____

Address: _____

Telephone Number: _____

Email: _____

Name and Title of Person submitting proposal: _____

Attach copy of Safety Policy

Signature: _____

Reference List (Form 2)

Provide three (3) references, at least one government entity is preferred. The proposed is required to state, in detail, what work of a character similar to that included in the proposed Contract has been done; to give references and other such detailed information as will enable the County to judge his responsibility, experience, skill, and financial standing. Proposals from Contractors inexperienced in this particular type of work will not be considered.

Reference 1: _____

Years Worked: _____

Description of Job: _____

Reference Contact Information: _____

Reference 2: _____

Years Worked: _____

Description of Job: _____

Reference Contact Information: _____

Reference 3: _____

Years Worked: _____

Description of Job: _____

Reference Contact Information: _____

Vendor Profile (Form 3)

Vendor Name: _____

Corporate Headquarters: _____

Years of experience

Overall : _____

Public Sector : _____

Customer Base

of public sector clients: _____

of clients that are municipalities: _____

Similar clients to OC in size: _____

Terminated Projects: _____

Number of Employees: _____

Number of subsidiaries: _____

Financial Information: _____

Ownership: _____

Certifications: _____

Key individuals participating in OC program: _____

NORTH CAROLINA

**SERVICES AGREEMENT OVER \$90,000.00
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 professional 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/or 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 and/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.

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 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 task list and milestone dates)

<u>Task</u>	<u>Milestone Date</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 under 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 percentages of the whole as Project milestones as set out in Section 3(a)(ii) are achieved. *(For example, if there are 10 Project Tasks with Milestone Dates then Provider may invoice for the first 10% of the whole 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 the next 10% of the whole.)

- 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 and shall have the authority to render decisions within guidelines established by the County Manager and/or the County Board of Commissioners and 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. The Provider agrees 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 bodily injury including death or property damage 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.
- 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.
 - 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 Anti-Discrimination Policy. 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, on the list created by the State Treasurer pursuant to G.S. 147-86.58.

- 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. 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 and 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 and 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, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/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 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

[SIGNATURE PAGE TO FOLLOW]

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

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 _____, 201_.

Signature of Affiant
Print or Type Name: _____

State of North Carolina Orange County

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2014.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

**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.

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:	

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 \$13.16 per hour. 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