Orange County Government
Request for Proposal RFP#: 367-OC5388

Request for Proposals for Community Engagement Services for the Greene Tract Master Plan

Date of Issue: June 9, 2023

Proposal Opening Date: July 21, 2023
At 3:00 P.M. ET

Direct all inquiries concerning this RFP to:
Jovana Amaro
Purchasing Agent
Phone: 919-245-2651
Email: jamaro@orangecountync.gov

Electronic responses ONLY will be accepted for this solicitation.
ORANGE COUNTY

Request for Proposal #: 367-OC5388

For internal processing, including tabulation of proposals, please provide your company's Federal Employer Identification Number. Pursuant to G.S. 132-1.10 (b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.**

This page is to be filled out and returned with your proposal. Failure to do so may subject your proposal to rejection.

**ID Number:**

______________________________
Federal ID Number

______________________________
Consultant Name
1. PURPOSE AND BACKGROUND

Purpose
The intent of this Request for Proposal (RFP) is to procure professional services to conduct community engagement in the development of a Master Plan for the Greene Tract. Community engagement efforts shall be the central component to the planning process and shall encompass innovative and inclusive community engagement initiatives, which focus on underserved or disenfranchised communities and communities of color.

Background
The Greene Tract (PINs 9870-73-8946 and 9870-85-1419) is located in the Town of Chapel Hill’s Extraterritorial Jurisdiction (ETJ), approximately 3.4 miles northwest of downtown Chapel Hill and .4 miles from the northeast boundary of the Town of Carrboro, in southeastern Orange County. The tract is approximately 1,740 feet (.35 miles) south of Eubanks Road, 1,439 feet (.27 miles) north of Homestead Road, and 1,775 feet (.34 miles) east of Rogers Road. An existing rail line runs along the eastern edge of the site. The Greene Tract is comprised of two parcels totaling approximately 167 acres. One parcel, totaling 107 acres, is jointly owned by Orange County, the Town of Chapel Hill, and the Town of Carrboro. The second parcel, totaling 60 acres, is owned by Orange County and is known as Headwaters Preserve. The Greene Tract is undeveloped and contains the Headwaters of Bolin Creek, Old Field Creek (drains to New Hope Creek), and Booker Creek.

The Greene Tract is adjacent to the Historic Rogers Road Neighborhood, which founded the Rogers Eubanks Neighborhood Association (RENA) in 2007. The Historic Rogers Road Neighborhood is a legacy community with settlement dating back to the 1700s consisting of black-owned family farms and sawmills. In 1972, the Orange County Regional Landfill was sited adjacent to the Rogers Road community resulting in adverse environmental and health impacts. Then, in 1984 land east of the Rogers Road Neighborhood (present day Greene Tract) was purchased by the Town of Carrboro, the Town of Chapel Hill, and Orange County for a future landfill site, but was not selected as one of the final sites. As a result of community advocacy, the Orange County Regional Landfill was closed in 2013. More recently, the three local governments have collaborated to providing better public services to this community including public water service, public sewer service, and the establishment of the Rogers Road Community Center.

In November 2021, the three local governments adopted a resolution (2021 Resolution Approving the Draft Recombination Plat and Conceptual Plan for the 60-acre Portion of the Greene Tract in County Ownership and the 107-acre Portion of the Greene Tract in Joint Ownership) approving a conceptual plan, which identified land uses and acreages to be used as schematic for future planning purposes, including the development of a Master Plan.

The following links contain additional information on the Greene Tract:
- [https://www.orangecountync.gov/3070/Greene-Tract](https://www.orangecountync.gov/3070/Greene-Tract)
- [https://storymaps.arcgis.com/stories/4ec6342df0f64426912a72a786f26c63](https://storymaps.arcgis.com/stories/4ec6342df0f64426912a72a786f26c63)
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.

<table>
<thead>
<tr>
<th>Event</th>
<th>Responsibility</th>
<th>Date and Time</th>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>Orange County</td>
<td>June 9, 2023</td>
</tr>
<tr>
<td>Hold Pre-Submittal Virtual Conference</td>
<td>Orange County</td>
<td>June 27, 2023, at 1:30 pm</td>
</tr>
<tr>
<td>Submit Written Questions</td>
<td>Consultant</td>
<td>June 30, 2023</td>
</tr>
<tr>
<td>Provide Response to Questions</td>
<td>Orange County</td>
<td>July 10, 2023</td>
</tr>
<tr>
<td>Submit Proposals</td>
<td>Consultant</td>
<td>July 21, 2023</td>
</tr>
<tr>
<td>Presentations (if requested)</td>
<td>Consultant</td>
<td>July 31 – August 4, 2023</td>
</tr>
<tr>
<td>Contract Award</td>
<td>Orange County</td>
<td>Mid-August</td>
</tr>
<tr>
<td>Contract Effective Date</td>
<td>Orange County</td>
<td>Mid-September</td>
</tr>
</tbody>
</table>

Note: Non-Mandatory Pre-Submittal Virtual Conference

Date: June 27, 2023

Time: 1:30 p.m. Eastern Time

Instructions:
There will be a non-mandatory pre-submittal virtual conference for all interested Consultants to take place at 1:30 p.m. on June 27, 2023. Below is the link to join the Zoom meeting:

https://orangecountync.zoom.us/j/87089143921?pwd=dThOS3UwalJwcmJNZWhHZWNQRXB6Zz09
Meeting ID: 870 8914 3921
Passcode: 629703
One tap mobile +1 305 224 1968 US
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 jamaro@orangecountync.gov by the date and time specified above. Consultants should enter “RFP No: 367-OC5388: 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 https://www.orangecountync.gov/Bids.aspx 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 No: 367-OC5388: Company’s name, Community Engagement Services for the Greene Tract Master Plan”: as the subject for the email. Electronic (PDF Format) submittals should be less than 15MB in size and submitted by 3:00 p.m. EST on July 21, 2023. Electronic submittals shall be emailed to jamaro@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 the following items and those attachments should be arranged in the following order:

a) Cover Letter (Identify Project Manager)
b) Title Page: Include the company name and Federal ID number.
c) A written narrative response to address the Project Organization
d) A written narrative response to address the Technical Approach
e) A written narrative response to address the Community Engagement Strategy
f) Consultant’s experience and qualifications as it relates to the scope of services and deliverables.
g) Consultants’ capability and capacity to perform project.
h) Consultant’s references
i) Total cost for the proposed services and a cost for each of the work elements listed below:
   ▪ Project Coordination and Management
   ▪ Community Engagement Strategy
   ▪ Master Plan Process
j) Acknowledgement of receipt of any addenda
k) E-verify Affidavit form.
l) Orange County Non-Discrimination Certification form
m) Supplemental Vendor 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 a single Consultant, Orange County reserves the right to make separate awards to different Consultants for one or more work elements, to not award one or more of those elements 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, in partnership with the Towns of Carrboro and Chapel Hill, 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 no later than the date and time specified on the cover sheet of this RFP.

At their option, the evaluators, including the Towns of Carrboro and Chapel Hill, 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.

Upon completion of the evaluation process, the County will make Award(s) based on the evaluation criteria. Award of a Contract to one Consultant does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the County.

3.4 EVALUATION CRITERIA
All qualified proposals will be evaluated based on the following criteria, to result in an award most advantageous to Orange County:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
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<tbody>
<tr>
<td>1. Consultant experience as it relates to the scope of services of the RFP and project deliverables</td>
<td>15</td>
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<tr>
<td>2. Technical approach to the project, proposed tasks, and timeline to complete work (Section 5.3)</td>
<td>20</td>
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<tr>
<td>3. Project Organization (Section 5.2)</td>
<td>15</td>
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<td>4. Consultant’s capability and capacity to perform project</td>
<td>10</td>
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<tr>
<td>5. Community Engagement Strategy</td>
<td>20</td>
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<tr>
<td>6. Total cost of proposed services (Section 4.2)</td>
<td>20</td>
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<tr>
<td><strong>Total</strong></td>
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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 completed by December 29, 2024.

4.2 PRICING
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.

The contractor shall provide the total cost for the proposed services and a cost for each of the work elements listed below:

- Project Coordination and Management
- Community Engagement Strategy
- Master Plan Process
The cost by project element would be used as a basis to modify the scope of work and associated costs if deemed necessary by the County.

4.3 **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.

The County will authorize payments, as outlined in the scope of services, to the Consultant. (Also, noted as a percentage of the entire contract). Invoices shall be sent to:

Orange County Planning and Inspections Department
131 W. Margaret Lane
P.O. Box 8181
Hillsborough, NC 27278

4.4 **CONSULTANT EXPERIENCE**

In its Proposal, Consultant shall demonstrate experience with public sector clients of similar or greater size, complexity, and comparable planning experiences to Orange County. Consultant shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Consultant shall provide access to strategic plans the Consultant has developed for other public sector organizations.

4.5 **REFERENCES**

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

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<tr>
<th>COMPANY NAME</th>
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4.6 **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.

4.7 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

Scope of Work
The consultant will assist Orange County, the Town of Carrboro, and the Town of Chapel Hill with community engagement services to coordinate and manage the community engagement strategy for the development of the Greene Tract Master Plan. Community engagement efforts shall be the central component to the planning process and shall encompass innovative and inclusive community engagement initiatives, which focus on underserved or disenfranchised communities and communities of color.

Project Coordination and Management
- Consultant will lead and manage the project and identify one lead staff person as a direct point of contact for local government staff and Greene Tract community stakeholders group.
- Provide monthly updates to local government staff. Updates may be provided virtually.
- In conjunction with local government staff, prepare a detailed work plan and a schedule for accomplishing the entire scope of work including major milestones, check-ins with the local governments, and decision points.
- Complete a review and analysis of all existing plans, studies, assessments, and related agenda items prepared by each of the three local governments in order to familiarize themselves with the history of the Greene Tract and Historic Rogers Road Neighborhood. Visit the site and local Rogers Road neighborhood, with government staff.
- Provide all community engagement related materials and documentation to Orange County including, but not limited to, surveys, videos, recordings, comment cards, and all maps, drawings, and graphics utilized during events.
Community Engagement and Outreach

- Coordinate and meet with specialized staff and planning partners, including, but not limited to, environmental, recreation, engineering, planning, transportation, housing, Diversity, Equity, and Inclusion (DEI), and Solid Waste, and the Orange County Affordable Housing Coalition.
- Attend meetings with other entities prescribed by Orange County, which may include elected officials, community members, and non-profit housing providers.
- Attend and facilitate all community engagement events, stakeholder meetings, and work with Orange County staff to maintain all online engagement tools.
- Partner with the Greene Tract community stakeholders group, composed of Orange County residents, in order to coordinate and facilitate all corresponding meetings and engagement throughout the process.
- Engage directly with the Historic Rogers Road Neighborhood and Rogers Eubanks Neighborhood Association (RENA).
- Engage directly with affordable housing stakeholders to seek input regarding affordable housing needs, connectivity, and any other relevant information in siting affordable housing on the Greene Tract.
- Provide for a compensation strategy to financially support community members involved in the community engagement outreach strategy based on local or regional examples and rates.
- Consultant shall draft a report summarizing the Community Engagement Strategy process and outcomes. The summary report shall include the following:
  - Identify all community engagement events and tools utilized throughout the process.
  - For all in-person events, the report shall include minutes and/or thorough summary detailing the purpose, findings, and outcomes of each event.
  - Narrative that describes how the adopted development master plan will serve the present and future needs and goals of the Historic Rogers Road Neighborhood and Rogers Eubanks Neighborhood Associate (RENA).
  - Consultant shall present Community Engagement Summary Report, including narrative, to community stakeholders group, community, and Managers, Mayors, and Chair (MMC) group.
- Collaborate with the design team in order to coordinate and facilitate community engagement events in the drafting of the master plan. The design consultant for the master plan process will follow a separate RFQ process. The Community Engagement Process and Master Planning process may follow the same timeline following the proposed community kick-off meeting.
- Collaborate with the design team to coordinate and schedule the presentation of the Community Engagement Report and draft Master Plan for review and/or adoption by the three local government Boards, at the direction of staff and the Managers, Mayors, and Chair (MMC) group.

Community Engagement Strategy

- In conjunction with local government staff and Greene Tract community stakeholders group, consultant shall create and lead a comprehensive community engagement strategy, including in-person events and online tools.
- The proposal shall detail innovative community engagement methods to collect inclusive, effective, and meaningful input from the community. The strategy shall encompass diversity, race, and equity components in order to engage historically underserved or disenfranchised communities and communities of color.
- The consultant shall detail methodology on how historically marginalized and disenfranchised communities, including the Historic Rogers Road Neighborhood, shall be prioritized in this effort and be included in their proposal. The community input shall be the primary qualitative directive in the project. County and town staff shall largely ensure procedural and administrative questions are addressed. Work will include, but not be limited to:
  - Incorporate elements of the One Orange Countywide Racial Equity Framework, including the completion of the One Orange Countywide Racial Equity Assessment Lens (REAL).
  - Identify methods and approaches to support, engage, and solicit input from marginalized or disenfranchised communities throughout the process.
Identify four to six community engagement events, which may include project kick-off meeting, listening sessions, stakeholder interviews, open houses, focus groups, workshops, and design charrettes.
- Identify and facilitate any additional community outreach campaigns including, but not limited to, mailings and door to door canvassing.
- Identify additional online engagement opportunities including online surveys, voting, and polling tools, mailing lists, and project news and updates, etc.
- Draft a timeline for all community engagement events (in-person and online) including purpose and goals for each event.

Master Plan Process
- Based on the outcomes of the community engagement strategy, consultant shall collaborate with the community stakeholders group to draft a vision statement, mission statement, goals, and objectives for the future design and development of the Greene Tract. In addition, consultant shall provide support in the drafting of the Master Plan’s design and development regulations and recommendations, focusing on the location, build out potential, density, form, architecture, and character of the Greene Tract.

5.1 TASKS/DELIVERABLES
The successful consultant will be required to attend a kick-off meeting and site visit with staff and other key personnel to gain background history of the Greene Tract, gather relevant documents and data, and develop a detailed timeline based on schedules of applicable personnel.

Task 1: Project Coordination and Management
Task 2: Community Engagement Strategy
Task 3: Master Plan Process

Project Timetable
- Issue Request for Proposal – June 9, 2023
- Hold Pre-Submittal Virtual Conference – June 27, 2023, at 1:30 p.m.
- Proposers Questions Due – June 30, 2023
- Responses to Questions Due – July 10, 2023
- Proposals Due – July 21, 2023, by 3:00 p.m.
- Evaluation of Proposals – July 24 – July 28, 2023
- Interviews of Selected Organizations – July 31 – August 4, 2023
- Proposal Award – Mid-August
- Tentative Contract Execution Date – Mid-September
- Community Engagement Kick-off meeting – TBD
- Community Engagement Process (Outreach/Stakeholder Group) and Master Planning Process - TBD
- Community Engagement Summary Report - TBD
- In-person presentation of the Community Engagement Summary Report – TBD
- In-person presentation of the Community Engagement Summary Report to Managers, Mayors, and Chair (MMC) – TBD
- In-person presentation of the Community Engagement Summary Report to Orange County Board of Commissioners, Carrboro Town Council, and Chapel Hill Town Council for Review and/or Adoption Consideration – TBD
- Project completion and final delivery of all work products – December 29, 2024

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 the 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 elements outlined in the Scope of Services section of this RFP. A description of each work element and deliverable and the schedule for accomplishing each shall be included.

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

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

Applicability
Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

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

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

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

Acknowledged Receipt by: ___________________________________________________________

Company Name: ___________________________________________________________________

Date: ___________________________________________________________________________
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
Chapter 12  Civil Rights.

Sections 12-23 – 12-49 Reserved.

AN ORDINANCE PROHIBITING DISCRIMINATION THROUGHOUT ORANGE COUNTY

Sec. 12-50. - Title.

This Ordinance shall be known and may be cited as the Orange County Non-Discrimination Ordinance.

Sec. 12-51. – Policy and Severability.

(a) It is the policy of Orange County not to enter into a contract with any business, company, or firm that has discriminated in the solicitation, selection, hiring or treatment of vendors, suppliers, subcontractors or commercial customers against a Protected Class, or on the basis of any otherwise unlawful use of individual or personal characteristics regarding such vendor's, suppliers, commercial customers, employees, or owners in connection with a county contract or solicitation; provided that nothing in this non-discrimination policy shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that has occurred or is occurring in the marketplace.

1. It is the policy of Orange County that every Orange County created contract and subcontract for goods or services shall contain a non-discrimination clause that prohibits discrimination as that term is defined herein.

(b) It is further the policy of Orange County that discrimination has no place in Orange County, North Carolina and it is the intent of this ordinance to provide uniform legal protection to individuals in all Protected Classes, making it unlawful for any person to discriminate in housing, public accommodations, and transportation.

(c) Should any provision of this Ordinance be found to be unconstitutional by a court of law such provision shall be severed from the remainder of the Ordinance and such action shall not affect the enforceability of the remaining provisions of the Ordinance.

Sec. 12-52. - Definitions.

(a) Discrimination means any disadvantage, difference, or distinction in the solicitation, selection, hiring, service to, or treatment of a vendor, supplier, subcontractor, or customer on the basis of Protected Class status or on the basis of any otherwise unlawful use of personal or individual characteristics.

(b) Housing and public accommodations have the same common meaning as those terms are defined in the Orange County Civil Rights Ordinance.

(c) Person means any individual, business, or company, regardless of organizational structure, providing for profit goods, facilities, services, accommodations, transportation, or access to the general public.

(d) Protected Class means age (as defined in the Orange County Civil Rights Ordinance), race, ethnicity, color, national origin, religion, creed, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, disabled veteran status.

(e) Public Accommodation has the same meaning as that term is defined in the Orange County Civil Rights Ordinance except that for purposes of this Ordinance Public Accommodation includes:

1. Transportation companies and transportation providers operating company-owned or privately-
owned vehicles providing transportation to the general public; and

2. Private residences providing short-term rentals to members of the general public. A short-term rental means the provision of a room, space, or residential unit that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

Sec. 12-53. - Contractor bid requirements.

(a) All requests for bids or proposals issued for county contracts shall include a certification to be completed by the bidder or proposer in substantially the following form:

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

1. In preparing its enclosed bid or proposal, the 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 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 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 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, without fault to Orange County, of a contract.

6. As a condition of submitting a bid or proposal to Orange County the 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 bidder or proposer. The 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 contained in this certification.
Sec. 12-54. - Prohibited acts.

(a) It shall be unlawful for any person to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.

(b) It shall be unlawful for any person to make, print, circulate, post, mail or otherwise cause to be published a statement, advertisement, or sign which indicates that the full and equal enjoyment of the transportation, access, goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation will be refused, withheld from, or denied any person on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics, or that any person's patronage of or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable on the basis of Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics; provided, however, this section does not apply to a private club or other establishment not, in fact, open to the public.

(c) It shall be unlawful for any person to intentionally or knowingly:

1. Perform or attempt to perform any act which directly or indirectly results in an individual's bodily injury or property damage where such act is directed at an individual or a group of individuals because of that person's or that group's perceived or actual Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.

2. Solicit, encourage, compensate, assist, or conspire with another to perform or attempt to perform any act which directly or indirectly results in an individual's bodily injury or property damage where such act is directed at an individual or a group of individuals because of that person's or that group's perceived or actual Protected Class status or on the basis of any otherwise unlawful use of individual or personal characteristics.

(d) No person shall be found to have violated this Ordinance solely on the basis of the content of any speech or communication used by such person.

Sec. 12-55. Exemptions.

(a) All applicable exemptions found in Section 12-11 of the Orange County Civil Rights Ordinance related to housing shall apply to alleged violations of Section 12-54 of this Ordinance.

Sec. 12-56. Investigation, Enforcement, and Remedy.

(a) Sections 12-16 through and including 12-21 of the Orange County Civil Rights Ordinance shall be followed and adhered to during the investigation of any alleged violation of this Ordinance. Any remedies available through said sections of the Orange County Civil Rights Ordinance shall be available hereunder.
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
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:

__________________________________________________________________________
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.)

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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 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:
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:

By: ______________________________

PROVIDER:

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: ______

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.
□ 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: occlerdocs@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: ______