



**Request for Proposals RFP No 367-OC5468 for  
Household Hazardous Waste, Used Motor Oil, Used  
Oil Filters, Waste Antifreeze Collection and Disposal  
Services**

RFP Circulation Date: February 3, 2026  
Optional Pre-Bid Conference: February 17, 2026, at 11:00 AM  
Proposal Submission Deadline: March 16, 2026, at 2:00 PM

Orange County North Carolina  
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919-245-2651

**Electronic responses ONLY will be accepted for this solicitation**

## 1. GENERAL INFORMATION

### 1.1 INSTRUCTIONS TO BIDDERS

- 1.1.1 All proposals shall be for furnishing supplies, materials, equipment and services in accordance with the applicable plans and specifications prescribed by Orange County. Plans and/or specifications may be obtained at <https://www.orangecountync.gov/Bids.aspx>
- 1.1.2 Orange County reserves the right to award the proposal that is in the best interest of Orange County or to reject any or all proposals and to waive minor irregularities.
- 1.1.3 The successful bidder shall comply fully with the requirements of General Statutes, Section 143-129, as amended.
- 1.1.4 In the event of default by any Contractor Orange County may procure from other sources whatever service or items is being proposed and hold the Contractor responsible for any excess cost occasioned thereby.
- 1.1.5 Payment terms are net 30 days.
- 1.1.6 North Carolina sales and use tax shall not be included in the proposal amount.
- 1.1.7 Proposals submitted via facsimile or mail shall not be accepted.
- 1.1.8 Proposals received after opening date and time shall not be considered.
- 1.1.9 All proposals must contain an authorized original signature.
- 1.1.10 Attached is a copy of the County's standardized contract (**Attachment F**). All insurance requirements are contained therein. Please read the agreement carefully as that document and this bid shall constitute the agreement. The cost of all insurance shall be included in the price(s) bid.
- 1.1.11 The Contractor shall not commence work until he or she has obtained all the insurance required in **Attachment F**. Insurance shall be maintained in full force and effect until the Contract, from commencement of the contract and during the entire term of the contract, has been fully and completely performed, as evidenced by final acceptance payment. Contractor shall provide Certificate of Insurance reflecting the aforementioned coverages as proof of coverage. The Certificate of Insurance shall provide for a thirty (30) day written notice to the County in the event of any modifications, cancellation, or expiration of said policies. Work shall not commence until the Contractor has obtained all required insurance and the County has approved verifying certificates of insurance in writing.
- 1.1.12 Any and all changes or alterations to this RFP shall be made in the form of a written addendum.
- 1.1.13 Please direct any questions concerning this **RFP367-0C5468**, to Jovana Amaro, Finance Manager-Purchasing, at email: [finance-purchasing@orangecountync.gov](mailto:finance-purchasing@orangecountync.gov)
- 1.1.14 Please be advised that an optional pre-bid virtual conference will be held by the Orange County Solid Waste Department **on February 17, 2026, at 11:00 AM**.
- 1.1.15 The attached RFP is included to describe the services desired. During the pre-bid conference, county staff will further describe the services desired and will entertain suggestions, comments and questions. All interested Contractors should be prepared to discuss the RFP during the pre-bid conference.
- 1.1.16 E-VERIFY HB786 § 143-48.5 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts "unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter

4 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new law(s) specifically prohibits governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. A Completed E-Verify affidavit must be included in your submittal. The electronic version is acceptable.

## **1.2 DEFINITIONS**

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

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

**COMPLETE OPERATIONS MANUAL:** A document written to provide information on the properly and safely operating, fully staff and provide standard operating procedures for exceptions that may occur. HHW facilities have their own operations manual in which attendants should be familiarized.

**CONTRACT:** A binding document between the county and contractor.

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

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

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

**EXTERNAL SITES:** The five (5) WRCs within the County. To include Bradshaw, Eubanks, High Rock, Walnut Grove and Ferguson. External for the purposes of this RFP indicate all residents within the County are eligible to utilize the site during business hours.

**GLOBALLY HARMONIZED SYSTEM (GHS):** GHS is an acronym for Globally Harmonized System and serves the same function that the MSDS does in OSHA’s Hazardous Communication Standard.

**HOUSEHOLD HAZARDOUS WASTE:** Chemical products such as cleaning solvents, paints, pesticides and other items disposed of by residential consumers. These wastes may also contain substances that can catch fire, react with other chemicals, explode, or are corrosive or toxic.

**INTERNAL SITES:** Internal sites are defined as sites where only certified personnel are able to access drop-off locations for used oil, used oil filters and antifreeze. For the purposes of this RFP, internal sites consist of Chapel Hill Transit, Orange County Asset Management Fleet Maintenance, Eubanks Landfill, Carrboro Public Works and Hillsborough Public Works.

**MATERIAL SAFETY DATA SHEET (MSDS):** MSDS is an acronym for Material Safety Data Sheet. An

MSDS is a written document that outlines information and procedures for handling and working with chemicals. Current MSDS documents contain physical and chemical property information, potential hazard information, emergency procedures, and manufacturer contact information.

ORANGE COUNTY LANDFILL: Located at 1514 Eubanks Road, houses vehicle and equipment maintenance shop that requires oil filter, oil and anti-freeze pickup.

PARTICIPANT: Person(s) delivering HHW materials to include only Orange County residents, utilizing the Household Hazardous Waste materials program.

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

REQUEST FOR PROPOSALS (RFP): This document detailing the Household Hazardous Waste material program for Orange County, North Carolina.

USED OIL FILTERS, USED OIL, and USED ANTIFREEZE (OFOA): Residuals from performing normal car or vehicle maintenance to include used oil filters, drained oil and drained antifreeze.

WASTE AND RECYCLING CENTER (WRC): Orange County has five (5) staffed WRC's that provide Orange County residents with the opportunity to drop-off numerous items. For the purposes of this RFP, OFOA will be collected from five (5) sites and staffing and HHW collection will occur at two (2) sites.

### **1.3 GENERAL REQUIREMENTS**

#### **1.3.1 Living Wage**

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

#### **1.3.2 Regulations**

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

#### **1.3.3 Contract Award**

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

### **1.4 ELIGIBLE CONTRACTOR**

Eligible Contractors will meet the following requirements:

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

### **1.5 SCHEDULE**

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

## **1.6 APPLICATION SUBMISSION PROCESS**

One electronic PDF format proposal must be received by **March 16, 2026, at 2:00 PM**. The electronic copy should be submitted by e-mail to [finance-purchasing@orangecountync.gov](mailto:finance-purchasing@orangecountync.gov). When submitting materials by e-mail, you must have a reply from Orange County acknowledging receipt of materials.

## **1.7 NORTH CAROLINA PUBLIC RECORDS – Confidential Information**

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

## **1.8 REQUESTING ADDITIONAL INFORMATION AND QUESTIONS**

Orange County will respond to questions submitted **ONLY** via e-mail to [finance-purchasing@orangecountync.gov](mailto:finance-purchasing@orangecountync.gov). The deadline for questions is **5:00 PM on February 20, 2026**. All questions and responses will be posted on the Orange County website. Neither Orange County staff nor Commissioners will answer questions directly.

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

## **1.9 PROPOSAL SELECTION PROCESS**

The submission deadline for this RFP is **March 16, 2026, at 2:00 PM** submitted via electronic mail. All forms and signatures are due at the time of submission. In addition to timeliness, submissions will be reviewed to ensure the submission is substantially complete and meets other eligibility requirements. If these standards are not met, the proposal will not receive further consideration. General selection review will include:

- **Timeliness:** Proposals will be reviewed to verify submission by the submission deadline. Orange County will reject proposals that do not meet the submission deadline.
- **Completeness:** Proposals will be reviewed to verify completeness. Orange County will reject proposals that do not address all items in these sections and are thus materially incomplete.
- **Criteria Review:** Proposals will be rated and ranked based on evaluation criteria included in this RFP.
- **Appeals Process:** There will be no appeals process.

## **1.10 CORRECTIONS TO DEFICIENT APPLICATIONS**

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

### 1.11 OPTIONAL PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference is scheduled to be held virtually on **February 17, 2026, at 11:00 AM.** by the Orange County Solid Waste Department. Below is the link to join the meeting:

#### Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/2860171555665?p=3hvAhtFXL8Rvgzb4ph>

Meeting ID: 286 017 155 566 5

Passcode: ns6hr734

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

### 1.12 PROCUREMENT SCHEDULE

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

Table 1 Procurement Schedule	
Activity	Date
RFP Released	February 3, 2026
Optional Pre-Proposal Conference	February 17, 2026, at 11:00 AM
Last Day to Submit Questions	February 20, 2026, at 5:00 PM
Addenda to RFP Issued (Anticipated and if necessary)	February 27, 2026
Proposals Due	March 16, 2026, at 2:00 PM
Interview Qualified Contractors	TBD
Recommendations to the Board of County Commissioners	TBD
Award of Agreement	TBD
Transition Period	TBD
Start Services	TBD

### 1.13 CONTRACT TERMS

Services provided by the Contractor shall be managed by an HHW Program Agreement. The Agreement will be substantially in the form attached below. The term of the Agreement between County and Contractor will be for an initial five (5) years, proposed to be from July 1, 2026, through June 30, 2031. At the close of the initial five (5) year term the contract may be extended to the option of the County and with the agreement of the Contractor to include up to two (2) additional two (2) year renewal periods provided that:

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

#### 1.13.1 Proposal Evaluation and Selection

Proposals will be evaluated and selected according to the criteria set forth in **Section 9.3**. The

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

#### 1.13.2 Right to Reject

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

#### 1.13.3 Contract Payment

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

#### 1.13.4 Price Adjustments

Following issuance of the Contract, the pricing shall remain as part of the proposal through June 30, 2031, as per the contract term as proposed by the Contractor in the RFP. Adjustments in the amount for ensuing years shall be made in accordance with the following:

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

- A. PROCESSING: The County will consider yearly adjustments to the processing cost per pound, or gallon as proposed in the RFP, but yearly increases shall not exceed 4%. Any increase request should provide justification as to why the price increase is needed. A written explanation must be received prior to the deadline. Examples of justification include disposal cost increases, inflation, or fuel price increases. The County will not pay a fuel surcharge.

PROCESSING EXAMPLE: For the pound processing rate, an increase of two percent (2%) was approved through negotiations between the Contractor and County in January for the next fiscal year. The processing rate shall be derived as follows:

If the processing rate is \$0.80 per pound, and the adjustment is two percent (2%), then the formula would be as follows:  
 $(0.80 \times 1.02) = 0.816$  or \$0.82 per pound

- B. NOTIFICATION: If the Contractor plans to increase costs within the guidelines of the increase limitations listed in A above, the County must be notified in January of each year.

#### 1.13.5 Adjustments for Change in Scope

The County may order changes to the contract within the general scope of services consisting

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

#### **1.14 STATEMENT OF GOALS**

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

- Provide an integrated, comprehensive, and customer-friendly collection and disposal system to two hazardous waste sites throughout Orange County.
- Provide hazardous waste collection by permit rules at the Chapel Hill (Eubanks Rd.) and Hillsborough, NC (Walnut Grove) hazardous waste sites.
- Provide for the collection and recycling of used oil filters, used oil, and antifreeze to ten (10) sites throughout Orange County.
- Collection to be conducted with professionalism and a high level of accountability.
- Provide monthly reports, by site listing the materials collected, amounts by type, pounds, collection location, disposal sites in a format requested by the County.
- Provide high-quality hazardous waste collection services at a reasonable cost.

#### **1.15 PURPOSE OF SOLICITATION**

The purpose of this request for proposals is to obtain a highly qualified Contractor to provide staffing at two (2) hazardous waste sites, collect and process hazardous waste at the two (2) sites, and to provide monitoring and pumping for ten (10) sites for the collection of oil, oil filters, and antifreeze. It should be noted that both hazardous waste sites (Walnut & Eubanks WRCs) must have the availability to collect occasional LCMs such as dry cell batteries, fluorescent lamps and bulbs. Service will include collection, hauling, processing, and providing drums, barrels, and other receptacles at County specified locations.

#### **1.16 MINORITY BIDDERS:**

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

#### **1.17 BUSINESS REGISTRATION:**

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

#### **1.18 SUMMARY OF REQUEST SERVICES**

The County has proposed the following services to be provided by the Contractor. The following

is a summary; more details on current services can be found in **Section 2.3** of this RFP.

#### 1.18.1 General Services

- Provide collection services once (1) a week at the Eubanks and Walnut Grove WRC's using contractor supplied collection equipment.
- Provide collection of used oil filters, used oil, and antifreeze throughout the County to be determined by Orange County staff, currently set at seven (7) sites – locations and addresses are outlined in **Section 2. 2.3** below.
- Adjust the level of service as needed to meet budgetary constraints, address management requests, etc.
- Provide all necessary collection, bulking, processing, combining, and transportation equipment and supplies as needed to meet contract requirements
- Provide comprehensive staff training in HHW collection, segregation, bulking, securing for transport, emergency procedures as required to comply with contract requirements.
- Document and update staff qualifications and training.
- Comply with North Carolina permit requirements and United States Environmental Protection Agency regulations.
- Comply with local, state and federal laws regarding HHW collection, processing, transportation and disposal.
- Comply with Orange County and Chapel Hill building codes.
- Comply with all Federal DOT, OSHA regulations and state transporting and safety requirements
- Provide adequate, clear and consistent labeling on all HHW and other containers.
- Prevent, contain, and clean any spills occurring in the process of regular site operations or emergencies.
- Provide monthly data reports to include pounds and gallons of material and number and types of participants. (See **Section 5** for details of report format).

## **2. SCOPE OF WORK**

### **2.1 INTRODUCTION**

Orange County, North Carolina on behalf of its Department of Solid Waste Management (hereinafter "County") is seeking proposals for a private contractor (hereinafter "Contractor") to operate and staff two collection sites for the County's permanent Household Hazardous Waste (hereinafter "HHW") collection centers currently located at 1518 Eubanks Road in Chapel Hill, NC and a collection and disposal service at the County's Waste and Recycling Center (WRC) located at 3605 Walnut Grove Church Road, Hurdle Mills, North Carolina.

The collection center located at Eubanks Road in Chapel Hill, in accordance with NC Permit HHW-6806- 2018 will accept residential HHW. The collection center at Walnut Grove, in accordance with NC Permit HHW-6805-2003, will only accept residential HHW as permitted.

The County seeks proposals from private industry household hazardous waste collection experts to provide prompt service through efficient collection while not sacrificing service standards. Orange County seeks to increase cost effectiveness, and maintain a high level of service to participants, yet remains safe and compliant with all Federal, State and local household hazardous waste regulations. Orange County has been a proactive partner with its Contractor in the operation of the Orange County HHW program and will expect to work closely with the Contractor's staff.

## 2.2 BACKGROUND & CURRENT FACILITIES

### 2.2.1 Background

The HHW collection program was established in 1994 as a cooperative program between local governments to collect hazardous waste from residents of Chatham, Durham, Orange, and Wake counties. The program began as a once per month collection event with a private vendor. This regional approach facilitated the removal of hazardous waste from the environment at large and local landfills and waterways in particular.

In June of 2002, the County contracted with a private vendor and began operating the HHW Program based at the permitted facility at the Orange County Landfill. In the spring of 2003, the HHW program transitioned from holding collection events on the first Saturday of the month to operating a full-time year-round collection program accepting household hazardous waste four days per week.

The County expects the Contractor to continue to help the County's HHW program find ways to decrease per participant's costs through creative handling of waste and through continued emphasis on reuse. Throughout the program, the County has, and will continue to, place preference on first reuse, then recycling materials first prior to exploring landfilling or incineration.

Currently, the County manages used oil, used oil filters, antifreeze and batteries through internal staff and separate contracts but requests used oil, used oil filters, and antifreeze be collected by the same Contractor or a subcontractor under this RFP. In the future the County may either choose to handle more individual HHW materials itself (for example PCB Ballasts), or the County may ask its HHW contractor to provide assistance with the materials it had been previously handling. Primarily, the County is looking at transitioning alkaline batteries, non-lead acid batteries, and fluorescent light bulbs upon fund availability. The County may train its staff to handle HHW materials.

### 2.2.2 Disposal Preference

In the hierarchy of waste processing methods, Orange County is interested (when possible and economically feasible) in pursuing reuse, then recycling as a predominant handling method for wastes collected by our HHW Program. Following exploring reuse and recycling, the County understands landfilling and incineration to be additional options. The County requests for final disposal or treatment locations are listed in the monthly report described in detail in **Section 5**. It is understood that the disposal locations will not be known immediately, and information should be updated as it becomes available.

### 2.2.3 Current HHW Facilities

Orange County has two (2) permanent HHW collection centers.

1. Eubanks WRC (1530 Eubanks Road, Chapel Hill NC)
2. Walnut Grove WRC (3605 Walnut Grove Church Road, Hillsborough, NC).
  - Monday, Tuesday, Thursday, Friday: 7:00am- 6:00pm
  - Saturday: 7:00am – 5:00pm
  - Sunday: 1:00pm- 6:00pm

Hours of operation may change during the duration of the contract. Tonnage and collection data

is found in **Section 2.2.10** of the RFP. The WRCs provide residents with disposal opportunities for a variety of materials including garbage, traditional recycling, oil, oil filters, electronics, etc. The Contractor shall be aware of the other items that residents have the ability to recycle and dispose of at the site to be courteous and provide outstanding customer service to the residents.

#### 2.2.4 Currently Used Oil, Used Oil Filters and Antifreeze Facilities

Orange County collects oil, oil filters and antifreeze from ten (10) locations. The hours and locations are listed below. If a day of the week is not listed, the site is not open that day.

1. Bradshaw WRC (6705 Bradshaw Quarry Road, Mebane NC)
  - Tuesday: 7:00am- 6:00pm
  - Friday: 7:00 am- 6:00pm
  - Saturday: 7:00am- 5:00pm
  - Sunday: 1:00pm- 6:00pm
2. Chapel Hill Transit (6900 Millhouse Rd, Chapel Hill NC)
  - Monday-Friday: 7:00am-4:00pm
3. Eubanks Road Landfill (1514 Eubanks Road, Chapel Hill NC)
  - Monday-Friday: 7:00am-4:00pm
4. Eubanks WRC (1518 Eubanks Road, Chapel Hill NC)
  - Monday, Tuesday, Thursday, Friday: 7:00am- 6:00pm
  - Saturday: 7:00am – 5:00pm
  - Sunday: 1:00pm- 6:00pm
5. Ferguson Road WRC (1616 Ferguson Road, Chapel Hill NC)
  - Tuesday: 7:00am- 6:00pm
  - Friday: 7:00 am- 6:00pm
  - Saturday: 7:00am- 5:00pm
  - Sunday: 1:00pm- 6:00pm
6. High Rock WRC (7001 High Rock Rd, Efland NC)
  - Tuesday: 7:00am- 6:00pm
  - Friday: 7:00am-6:00pm
  - Saturday: 7:00am-5:00pm
  - Sunday: 1:00pm-6:00pm
7. Walnut Grove WRC (3605 Walnut Grove Church Rd, Hillsborough NC)
  - Monday, Tuesday, Thursday, Friday: 7:00am- 6:00pm
  - Saturday: 7:00am – 5:00pm
  - Sunday: 1:00pm- 6:00pm
8. Orange County - Fleet Maintenance (600 NC Highway 86 N, Hillsborough NC)
  - Monday-Friday: 7:00am-4:00pm
9. Town of Carrboro Public Works (100 Public Works Drive, Carrboro NC)
  - Monday-Friday: 7:00am-4:00pm
10. Town of Hillsborough Fleet Maintenance (890 NC 86N, Hillsborough NC)
  - Monday-Friday: 7:00am-4:00pm

#### 2.2.5 Current HHW Container and Collection

The collection system solely utilizes County staff. The processor will be responsible for transportation. **Section 2.2.9** and **Section 2.2.10** lists out current program data. Following

acceptance, the Contractor will prepare HHW according to federal and state regulations to include utilizing packing drums, labels and spill containment measures as necessary. Paint and other large quantity items shall be consolidated into fifty-five (55) gallon or larger drums to cut down on processing and recycling or disposal cost. Following consolidation, paint cans shall be dried out and disposed of in scrap metal in the WRC where applicable. Weekly pickups by employed Contractors or subcontracted staff will occur to ensure no material is housed longer than ninety (90) days per permit regulations. The Contractor must alert the County of any unidentified material in need of testing, how long the testing will take, and any additional costs that may occur as a result of the waste tracking. The Contractor is responsible for training County staff for material preparation, spills, transport, labeling and tracking as related to HHW.

The County will provide a structure to protect materials from the elements, fire suppression, a fire-proof office, access to phone and internet, and access to a loading dock. The County will also provide containers to dispose of trash and recycling. The WRCs have labeled containers in which trash and recycling can be placed each day. The County will absorb the cost of disposal.

#### 2.2.6 Current Used Oil, Used Oil Filters and Antifreeze Containers and Collection

The collection system utilizes a combination of County and Contractor owned containers. **Section 2.2.9 and Section 2.2.10** list out the current program data and should be referenced when planning the transition of the contract. **Section 3** provides further details regarding the collection process.

##### *Used Oil*

Primary-Used Oil Containers: The County will provide the Contractor with the ability to utilize County owned containers, but the Contractor will be responsible for ensuring each of the locations has the current number of available containers. Currently, the County owns ten (10) one hundred (100) gallon double-walled plastic with metal enforcement overflow tanks, four (4) five hundred (500) gallon double-walled plastic with metal enforcement oil tanks, and two (2) three-hundred and fifty (350) gallon double-walled plastic oil tanks.

- A. Secondary Used Oil Containers: The County will provide the secondary collection containers for the majority of the oil. Currently the County owns ten (10) containers. Although each of the five WRCs currently list two (2) one hundred (100) gallon double walled plastic overflow totes for oil, in **Table 2** below, the County may require the Contractor to move an overflow tote to a different WRC in need of additional capacity or request the Contractor to provide an overflow container at their own cost. Currently, all County owned containers are less than five (5) years old, labeled, clean and in good working condition.
- B. Used Oil Collection Process: The County expects used oil to be collected on a consistent basis. The County recognizes the cost benefit of testing used oil at locations where anyone has access to the site to limit pumping used oil as hazardous materials. Material at the five (5) WRCs shall be tested for flammability and PCBs prior to collection. While testing occurs, the container will be locked and cannot be utilized by the public.

A secondary container will be moved in front of the locked container for the public to use. After testing for contamination is complete, oil is then collected.

At the five (5) internal locations (**Section 1.2**), testing does not occur as the used oil is poured in by certified mechanics, and no testing is necessary.

The Contractor is responsible for collecting and testing (if applicable) for flammability without notice from the County. The County will not inform the Contractor when sampling, testing and collection needs to occur. It is the Contractor's responsibility to manage the system. To ensure timely collection, no container shall sit locked for longer than a period of seven (7) days and no more than four (4) used oil containers may be at one (1) pickup location.

#### *Used Oil Filters*

- C. Primary Used Oil Filter Containers: All seventeen (17) fifty-five (55) gallon metal used oil filter containers are currently owned by the Contractor and will be expected to be provided by the Contractor.
- D. Secondary Used Oil Filter Containers: Currently, the seventeen (17) containers are sufficient. However, the Contractor is expected to provide overflow containers when necessary.
- E. Used Oil Filter Collection Process: The Contractor will monitor containers and place them on a scheduled collection once the containers are half full. The Contractor is responsible for collecting used oil filters on a regular basis and ensuring that no more than four (4) used oil filter containers are at one (1) location.

#### *Used Antifreeze*

- F. Primary Antifreeze Containers: The County owns five (5) double-walled plastic with metal enforcement one hundred (100) gallon antifreeze tanks that are placed at the internal sites. At the WRC, the Contractor provides collection containers. The County owned containers were purchased in 2008 and are not expected to last longer than three (3) more years. In year three (3) of the contract term, the Contractor will be expected to provide and maintain antifreeze containers at all ten (10) locations.
- G. Secondary Antifreeze Containers: Currently, the ten (10) one hundred (100) gallon tanks are sufficient. However, the Contractor is expected to provide containers for overflow upon request.
- H. Antifreeze Collection Process: The Contractor will monitor containers and place them on a scheduled collection once the containers are half full. The Contractor is responsible for collecting used antifreeze on a regular basis and ensuring that no more than two (2) antifreeze containers are at one (1) location.

Table 2 below lists where the containers are located.

Table 2: Used Oil, Used Oil Filters, and Antifreeze Container Locations		
Site	County Owned	Contractor Provided
Bradshaw WRC	1-500g oil tank 2- 100g oil tote overflow 1-100g antifreeze tank	2-55g filter barrels
Chapel Hill Transit	1-500g oil tank	2-55g filter barrels only
Eubanks Road Landfill	1- 500g oil tank	1-55g filter barrels 3-55g antifreeze barrels
Eubanks WRC	2- 350g oil tank 2- 100g oil tote overflow 1-100g antifreeze tank	2-55g filter barrels
Ferguson Road WRC	2- 100g oil tote overflow 1-100g antifreeze tank	2-55g filter barrels
High Rock WRC	2-100 g oil tote overflow 1-100g antifreeze tank	2-55g filter barrels
Walnut Grove WRC	1-500g oil tank 2-100g oil tote overflow 1-100g antifreeze tank	2-55g filter barrels
Orange County - Fleet Maintenance	1-500g oil tank	1-55g filter barrels 1-55g antifreeze

#### 2.2.7 Parts Washer

Two (2) of the internal locations have parts, and washers that are collected on an on-call basis. Currently, each is collected once per year. The locations are at the Fleet Maintenance Shop at Eubanks Road Landfill. The contents in the part washer tank will consist of oil and water.

#### 2.2.8 Considerations for the Future

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

### CURRENT PROGRAM DATA

#### 2.2.9 Hazardous Waste and OFOA Gallons and Pounds

The following table provides a breakdown of the approximate amount of waste processed by Orange County's hazardous waste Contractor for the last three (3) fiscal years. Oil, Antifreeze and Oil filter data are also shown, which is currently provided by a separate contractor.

Table 3: Collection Overview						
Fiscal Year	HHW Walnut Grove (Pounds)	HHW Eubanks (Pounds)		OIL (Gallons)	ANTIFREEZE (Gallons)	OIL FILTERS (55 Gallon Drum)
2024-2025	60,832	130,850		27,655	1,061	59
2023-2024	61,975	152,643		16,929	1,602	6
2022-2023	51,962	120,922		19,488	3,026	11

The reporting periods in the chart below are based on the County's Fiscal Year (FY). The Fiscal Year is July 1 through June 30, for example FY 24-25 = July 1, 2024, through June 30, 2025.

2.2.10 Tonnage by Material (Data from FY 24-25)

Table 4: FY24-25 Collection by Category	
Material	Quantity (Pounds)
Fluorescent Light Bulbs	7,045
Other Mercury Containing Materials	88
Flammable Solids	
Oxidizing Material	2,672
Poisonous Material	17,252
Flammable Liquids	50,938
Corrosive Material	7,956
Batteries	
Compressed Gasses	9,852
Antifreeze, Used Oil	203,983
Latex Paint	94,222
Alkyd Paint	
Propane	1,332
Other HHW	0

2.2.11

Participation Data

Table 5: HHW Participation		
Fiscal Year	Residential Participants	
2024-2025	15,145	
2023-2024	15,917	
2022-2023	15,008	

## 2.3 PROPOSED SERVICES

Orange County desires a turn-key service from the contractor. All equipment, storage, containment, processing, transportation, monitoring of used oil, used oil filters and antifreeze levels, pumping, recycling and or disposal services necessary to properly collect, process and transport all the household hazardous waste at both sites are to be included in this RFP. The materials and current quantities to be collected are listed in **Section 2.4**. Following the Board of County Commissioners' approval, collection services will begin on or around July 1, 2026. Upon the County's option, and if proposed, County may instead arrange for providing a base term of five (5) years and two (2) supplemental two (2) year extension terms. The County will provide a permanent structure at each of the WRCs where HHW collection will occur and be stored prior to regular collection by the Contractor. Both HHW facilities are currently permitted by the State to allow for 90-day storage of hazardous materials, and Contractor may leave partially filled containers in County's facility between collections to maximize program efficiency. **(Please note:** no materials are to be left on site over 1 year period from date as labeled). Contractor will be responsible for all waste stored in County's facility. County certifies that County's facility is secure and equipped with adequate fire suppression system and alarm which are to be serviced at least semiannually by qualified technicians.

## 2.4 OVERVIEW OF BASE SERVICES

### 2.4.1 Screening and Collection of Hazardous Waste

All collection is the responsibility of the Contractor. The Contractor shall accept and process residential hazardous waste from Orange Residents at both hazardous waste collection sites.

The County will provide promotional literature that will illustrate the materials accepted at each of the sites. This information will indicate that explosives, radioactive materials, biologically active or infectious waste, and asbestos are **not acceptable**. Additional details regarding acceptable and non-acceptable materials are listed in **Attachment B**. Should the County elect to accept non-acceptable waste, the County shall be responsible for the proper disposal of this waste. However, if or when such material is delivered, effort must be made by the Contractor to assist the County in the proper disposal of such materials.

Residents will be educated on the importance of keeping HHW in proper containers with appropriate labeling. However, there will sometimes be items which residents cannot fully identify with staff at HHW. When that occurs, the Contractor must attempt to identify received unknowns and analyze unknown material on site where necessary to allow for its disposal.

In general, it is the County's desire to not simply "turn away" a participant and risk improper disposal of wastes. Parties that must be refused will be offered assistance in seeking proper disposal options.

### 2.4.2 Screening and Collection of OFOA

All collection is the responsibility of the Contractor. The Contractor shall accept and process OFOA at the seven (7) locations outlined in **Section 2.2.4** above. Residents pour used motor oil, used oil filters, and waste antifreeze into labeled containers. The Contractor is responsible for testing and emptying the material on a regular on-going basis. If testing is required, no container will sit longer than seven (7) business days. All material must be handled within the above window. The Contractor, or their hired subcontractor, is expected to handle both HHW and OFOA.

The County will provide detailed literature at each site, in sign form that will illustrate the materials accepted at each of the sites. This information will indicate that contaminated oil and antifreeze shall be disposed of at the HHW center, but relatively pure oil and antifreeze can be poured in the appropriate container.

Testing of the materials at the five (5) external sites must occur prior to pumping the material, the turnaround time from testing to pumping must not exceed five (5) business days. Additionally, if during the testing period it is expected that materials will exceed the overflow container, an additional container must be supplied by the Contractor with no additional cost to the County. Appropriate labels on the container must be clear and precise. Therefore, when oil drums and antifreeze tanks are required to be sampled, it is expected that the tank be emptied regardless of PCBs or flammability found in the tanks. If oil or antifreeze is tested and exceeds acceptable PCB limits or flammability limits, it shall be pumped and treated as HHW. If within acceptable limits, it shall be pumped and recycled. Regardless of the levels of contamination or off-spec found, the Contractor is responsible for pumping and removing the material within seven (7) days. If the Contractor is unable to remove the material within seven (7) days due to flammability or any issue, the County should be notified in writing by day three (3) of testing and the Contractor shall provide additional containers for overflow at the Contractor's cost at the applicable site.

#### 2.4.3 Waste Identification/Packaging

HHW: Contractor personnel will perform waste identification of material for documentation and segregation according to Hazard Class and must bulk or package in containers approved by State and Federal regulations. Each container must be manifested, labeled and coded in accordance with all pertinent State and Federal regulations.

OFOA: Each container must be manifested, labeled and coded in accordance with all pertinent State and Federal regulations.

#### 2.4.5 Temporary Storage

Storage time and restrictions will be determined by the Federal, State, and local regulations, safety considerations, space demands, and expense to the County for frequent pick-up and disposal by the Contractor.

Both HHW facilities are currently permitted by the State to allow for ninety (90) day storage of hazardous materials, and Contractor may leave partially filled containers in County's facility between collections to maximize program efficiency (**Please note:** no materials are to be left on site over 1 year period from date as labeled). Contractor will be responsible for all waste stored in County's facility. County certifies that County's facility is secure and equipped with adequate fire suppression system and alarm.

While the permit allows no longer than 365-day storage, it is the expectation that at a minimum a weekly collection of materials will occur. If the Contractor believes fewer collections are needed, documentation must be submitted and approved by the County. The County may request a special pickup to coincide with permitting regulations or special materials. When a special pickup request occurs, the County will provide the Contractor with seven (7) business days' notice.

#### 2.4.6 Transportation and Disposal

As needed, HHW are to be transported off-site in vehicles permitted for such transportation, according to State and Federal regulations, by drivers properly trained and licensed to transport hazardous wastes. Unless otherwise directed by County, waste must be disposed through treatment, recycling, and / or through incineration, with landfilling as a last resort. Materials sent for secure landfilling must be managed at a federally permitted hazardous waste disposal site.

#### 2.4.7 Reporting/Documentation

The Contractor shall turn over to the County a copy of the official manifest listing of all wastes packed for disposal prior to leaving the collection site. The County prefers that the manifests be received and kept through an online portal. The Contractor shall finalize and/or complete all Manifest shipping papers upon receipt of waste at Contractor's TSD facility and shall provide a completed copy of Manifest to County for County records within fifteen (15) working days of collection. The Contractor shall provide a Certificate of Disposal document attesting that all waste received from County's program has been properly disposed of. This Certificate of Disposal must list any applicable waste identification numbers (corresponding with information listed on above mentioned waste Manifest), the date of disposal, the location of ultimate disposal, and the disposal method. The Certificate of Disposal must be received by the County at least every six (6) months. Additional internal reports needed are included in **Section 5** below.

### **3. DETAILS OF SERVICES**

1. Provide courteous and prompt customer service.
2. Provide collection service one (1) day per week at the Eubanks Road WRC for all hours to WRC is open.
3. Provide collection service once (1) per week at the Walnut Grove WRC for all hours the WRC is open.
4. Adjust the level, amount, frequency or scheduling of service to meet budgetary constraints, address management requests, etc.
5. Provide annual, monthly and daily reports, to include customer zip code tracking as described in **Section 5**.
6. Provide regular, sufficient and timely monitoring, sampling, testing, collection and transport of HHW at the County's ER WRC and the WG WRC.
7. Provide regular monitoring of OFOA by calling each of the five (5) external sites on a weekly basis and report the date and time that the phone calls were made and the levels of OFOA at each of the WRCs. The Contractor may also visit the sites in person to monitor and test levels if preferred. The monitoring report will be submitted weekly by email on Wednesday of each week.
8. Provide regular sampling and testing of OFOA at external sites if necessary. If testing is required prior to pumping for OFOA, Contractor will sample containers when containers are over half (1/2) full. The contractor will respond to email request from the County within one (1) business day stating the day and time that sampling will occur.
9. Provide testing of OFOA and quick turnaround as required in **Section 2**.
10. Provide regularly scheduled collection and pumping of OFOA.
11. Provide the ability to remove HHW material from customer containers by pumping when necessary.
12. Direct residents to other alternative disposal opportunities at the WRCs to include, but not limited to propane tanks, lead acid batteries, OFOA stations, food waste oil, food waste, household trash, single-stream recyclables, etc.
13. Prepare and submit to Orange County staff written documentation of any incident or accident report as necessary and/or required. Prepare and submit written reports on operating or other problems to Orange County Staff.
14. Secure buildings, chemical storage buildings, oil containers, drums and gates at the end of each day at all applicable locations.
15. Maintain and update Complete Operations Manuals for each site.
16. Prevent, contain and clean any spills occurring in the process of regular site operations or emergencies.
17. Provide all necessary collection, bulking, processing, combining, and transportation

equipment and supplies as needed to meet contract requirements except those provided at the two facilities.

18. Document and update staff qualifications and training.
19. Comply with all North Carolina HHW permit requirements.
20. Comply with all local, state and federal laws regarding HHW collection, processing, transportation and disposal.
21. Comply with all Orange County building fire codes at the Walnut Grove WRC.
22. Comply with Chapel Hill building fire codes at the Eubanks WRC.
23. Provide labeling on all hazardous waste collected and/or stored.
24. Comply with all Federal OSHA regulations and requirements.

### **3.1. CLEANLINESS STANDARDS**

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

### **3.2 CUSTOMER SERVICE STANDARD**

Contractor shall provide appropriate containers and equipment.

Determination of whether the customer service standard has been met by the Contractor will be at the discretion of the Orange County Operations Manager and will be determined solely by a County Representative.

### **3.3 CONTRACT & TERM**

As described in **Section 1.14**, the County seeks to enter into a five (5) year base term agreement with two (2) two (2) year extensions subject to budgetary constraints.

### **3.4 USE OF SUBCONTRACTORS**

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

### **3.5 COLLECTION AND EQUIPMENT**

Upon commencement of the contract, the Contractor must provide collection and transportation vehicles that will comply with federal, state, regional and local standards throughout the term of the contract. Collection vehicles must be uniformly painted and appropriately labeled. Drivers must be certified to drive HHW to be in compliance with State and Federal regulations.

### **3.6 COLLECTION TIME**

Hazardous waste collection time must occur while the WRCs are open. For OFOA collection, exceptions can be made with prior approval.

### **3.7 TRAINING PROGRAM**

Contractor must train County collection personnel on contractors' protocols, processing, and packaging of waste.

### **3.8 SPILLS**

Spills related to preparing HHW must be reported to the County and cleaned up appropriately within a reasonable time period of one-working day.

#### **4. BILLING**

The Contractor will be responsible to bill the County within thirty (30) days for services rendered the previous month. The Contractor will provide credit on invoices received after 30 days in the amount of 20% of the total invoice or invoices in question. The expectation is that the Contractor will provide timely invoices. The County requests that a quarterly summary of invoices be reconciled with Contractor for accountability.

##### A. OFOA

Location/site/address, amounts listed in drums or gallons, testing date and all applicable details must be listed upon the bill.

##### B. HHW

Location/site/address, date collected, date processed, and detailed amounts listed in types of material pounds must be included in each contract.

#### **5. REPORTING**

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

##### A. Monthly Reports

1. Detailed Monthly Report: To be submitted with the invoice for services and must include an itemized breakdown of materials accepted, by weight, and categorized by Department of Transportation (DOT) Hazard Class, including the disposal method used to manage this material. The materials listed should be detailed and itemized.
2. North Carolina Hazardous Waste Facility Annual Report: To be submitted in the format as requested or required by the State. Currently, the State requires collection to be segregated into the categories listed below. The categories listed may change based on State modifications. The Contractor shall also include the total pounds for each type as well as the treatment used for each type. Please remember recycling should be utilized whenever possible.
  - a. Categories: Compressed Gases, Flammable Solids, Flammable Liquids, Electronics material, oxidizing material, Poisonous material, Radioactive material, Corrosive material, Freon Cylinders, Hg and HG debris, PCB Ballasts, Latex Paint, Alkyd Paint, Antifreeze, Used Oil, Oil Filters, Batteries, Regulated material, Non-regulated material, Propane, Other.
3. Monthly Invoicing: Invoices shall also be submitted in an electronic format, to the predetermined County's accounts payable email. Tracking for HHW and OFOA should be handled separately. Data shall include, but not be limited to:
  - Materials collected
  - Material pounds/units/quantities
  - Material rates (if applicable)
  - Material costs (if applicable)
  - Material treatment methods include:

- Recycled locally
- Reused locally
- Prepared for recycling
- Prepared for energy use
- Prepared for disposal (includes neutralization?)
- Supply units/quantities (if applicable)
- Supply rates (if applicable)
- Supply costs (if applicable)
- Equipment units/quantities

4. Monthly Customer Information Report: To include the number of residents originating from Orange County.

B. Yearly Report

- a. Fiscal Year report to include details in **Section 4** to be submitted in the format as requested or required by the State. Also include the tracking in the County Monthly Customer Information Report set forth in **Section 4**.

C. Other Reports

- a. The County may require additional reports to be submitted based on collected tonnage, poundage, or user information based on County budget tracking needs.

**6. MINIMUM PERFORMANCE STANDARDS**

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

6.1.1 Collection Schedule

All hazardous waste collections should occur when the WRCs are open. Exceptions will only occur in writing at a time and date agreed upon by both parties. Exceptions are likely to be made for the collection of OFOA, but less likely to be made for HHW.

6.1.2 Collection and Handling of Material

The Contractor shall collect from all specified locations. The total number of locations is subject to change at the County's discretion. The Contractor shall collect all waste material as required by the Contract that has been set out in accordance with the current guidelines to be agreed upon between the County and the Contractor. It should also be noted that the County has an under-utilized program for residents to reuse materials prior to the Contractor bulking materials. It is estimated that only four (4) to ten (10) residents utilize this program each year. If a resident requests to take home an item, a liability waiver must be signed. The waiver is in **Attachment D**.

6.1.3 Transportation and Weighing of Collected Waste

Unless written permission is obtained from the County, all waste shall be transported from County collection points and packaged and transported appropriately. Material collection from each individual site shall be weighed for HHW and quantified in gallons for OFOA.

#### 6.1.4 Weather Events

The County will contact the Contractor in the event of any weather-related delays or closures. Weather-related decisions are typically made the day of by 5:00 a.m.

#### 6.1.5 Contractor Coverage

Contractor must provide contact information for twenty-four (24) hours per day for contract representative, contract site supervisors and site attendants. The County must have contact information for all Contractor staff working or that may work at the WRC's or collect OFOA. The County suggests four (4) people be assigned to Orange County programs with three (3) staffing and managing HHW and two (2) to collect and monitor OFOA. When a Contractor is scheduled for time off, the County must be informed a week ahead of time for a day, and a month ahead of time for a week. Each HHW is open for a total of fifty-nine (59) hours a week.

#### 6.1.6 Customer Complaints

Complaints from participants or others impacted by this service received by the County will be transmitted by the County via phone or email for resolution. For each complaint, the Contractor shall provide a written response and resolution within three (3) business days of being informed of the complaint(s) in the format specified by the County. If multiple complaints are made about a particular employee, the Contractor will be asked by the County to re-assign that employee.

#### 6.1.7 Spillage

Any waste spilled as a result of collection will be cleaned up by the Contractor within one (1) hour of occurrence. The County should be informed of such spills and, at the County's sole discretion, will assist in cleanup if mutually agreed upon and possible. Procedures should follow applicable rules and regulations.

#### 6.1.8 Trash and Recycling at HHW

The County shall provide usable carts or dumpsters with securely fitting lids and operating wheels. Dumpsters shall be leaking proof with securely fitting lids, appropriately labeled and easy to utilize. The Contractor shall empty containers utilized throughout the day for trash and recycling daily. The Contractor shall empty and properly sort materials into County operated receptacles at the WRC. Both WRCs contain areas to dispose of trash and recycling. There will be an additional storage location at both sites to capture empty paint cans. Paint should be dried and then dumped into scrap metal daily.

#### 6.1.9 HHW Storing Containers

The attendant's main responsibility shall be to prepare HHW for shipment by the Contractor. Collection receptacles shall always be in suitable condition and appearance, and storage shall adhere to guidelines laid out in the permit and operational manual.

#### 6.1.10 Billing and Data Requirements

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

a. Invoices

On a monthly basis no later than thirty (30) business days after the service provided, the Contractor shall submit a detailed invoice to the County in both electronic and paper format. The Invoice shall reference the applicable purchase order number and be itemized by service for the services provided during the month. The County will not approve payment to the Contractor until the monthly reporting needs have been accurately submitted to and received by the County. The expectation is that the Contractor will provide timely invoices. The County requests that a quarterly summary of invoices be reconciled with Contractor for accountability. Invoices shall also be submitted in an electronic format, to the predetermined County's accounts payable email.

The Contractor will provide credit on invoices received after 30 days in the amount of 20% of the total invoice or invoices in question. Further details on invoices can be found in **Section 4**.

b. Monthly Reports

The contractor shall provide the requested monthly reports by the tenth (10<sup>th</sup>) working day.

c. Yearly Reports

The contractor shall provide the requested yearly report by the tenth (10<sup>th</sup>) working day of July.

d. Living Wage

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

## 7. TRANSITION PLAN

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

## 8. PROPOSAL REQUIREMENTS

The submitted proposal must follow the following order and format:

### 9.1 PROPOSAL SUBMITTAL

#### 9.1.1 Introduction

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

#### 9.1.2 Statement of Understanding of Services Sought by County –

This section must include a statement of Proposer's understanding of the services being sought by the County and include a description of Scope of Work for Household Hazardous Waste. Materials Accepted

Provide a detailed list, with pictures, of items accepted and not accepted as part of the collection program.

#### 9.1.3 Project Personnel

This section must include the name and title of the Project Manager responsible for providing services as described in this proposal. Due to the scope and complexity of the project, County expects that the Contractor Project Manager will be an experienced person with at least three years' experience in HHW collection. This section must also include a list of any other specific

contracts or projects on which the Contractor Project Manager is working and include assurances that she/he will be able to provide the necessary oversight and attention to this project. Finally, this section must include a resume for all key people working on this project. Resumes must describe individuals' experience and probable responsibility on this project. It should be noted that each HHW WRC is open fifty-nine (59) hours each week, including Saturdays and Sundays except where noted when holidays or other County-stipulated closures are to occur.

#### 9.1.4 Subcontractors

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

#### 9.1.5 Data Management

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

#### 9.1.6 Current and Past Experience

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

#### 9.1.7 Technical Expertise

This section must include a description of Contractor's technical expertise in the operation of HHW facilities, the provision of HHW services, and the collection and disposal of hazardous waste. Include in this section an explanation of Contractor's knowledge and understanding of applicable laws, rules and regulations and experience working with relevant regulatory agencies.

#### 9.1.8 Transition Plan

Include detailed transition plan from current Household Hazardous Waste Contractor and/or current OFOA collection provider that describes plans and schedule of events for the provision of services. The transition plan will serve as an attachment to the approved contract once approved by the County.

#### 9.1.9 Project Approach

This section must include a complete description of Project Approach, including operational approach for HHW Services at the Eubanks WRC and a separate description for HHW Services at the Walnut Grove WRC and OFOA collection from the ten (10) listed sites.

#### 9.1.10 Material Treatment

This section must include a complete description of the treatment process of each material collected at the two collection locations. (e.g. recycled locally, reused locally, prepared for recycling, prepared for energy use, or prepared for disposal). The treatments should refer to the following material categories:

- Compressed gases
- Flammable solids
- Oxidizing material
- Poisonous material
- Radioactive material
- Corrosive material
- Freon Cylinders
- Hg-Thermostats and thermometers containing mercury

- Latex Paint
- Oil, Oil Filters, Antifreeze

#### 9.1.11 Storage, Disposal, and Recycling Facilities

In this section Contractor must provide names, locations, and pertinent State and Federal license/permit information for the Proposer, hauler, storage facility, and disposal facilities that might handle waste collected from County. Please include relevant safety records and listings of all warning notifications, violations, and/or citations, with details explaining each received from pertinent Federal and/or State agencies for the past two (2) years, as well as any past or pending litigation.

#### 9.1.12 Pricing

This section should contain three subsections, as follows:

- I. **HHW Pricing Proposal** - Contractor should submit their Pricing Proposal using enclosed **Attachment C**. The County prefers the cost to be a flat per pound fee regardless of the type of material. However, the County will entertain other pricing structures in addition to the flat cost per pound method. Proposer may attach explanations and/or elaborate on submitted prices as Proposer deems necessary by attaching additional pages to the form provided. The County also understands that Freon cylinders may be difficult to include in the flat, per pound cost, therefore Freon cylinders may be a separate cost as outlined in the table in **Attachment C** below. The County usually only receives five (5) Freon cylinders per year on average.
1. **OFOA Pricing Proposal** - Contractor should submit their Pricing Proposal using enclosed **Attachment C**. The County prefers the cost to be a flat per gallon or per fifty-five (55) gallon drum of oil filters regardless of the size and type of filter enclosed within the drum, although the County will entertain other pricing structures in addition to the flat cost method. The County cannot guarantee if filters will be crushed or whole as drop-off locations are not staffed. If there would be a significant cost differential, between crushed and uncrushed oil filters, the Proposer must reference and list the difference. Proposer may attach explanations and/or elaborate on submitted prices as Proposer deems necessary by attaching additional pages to the form provided. The County also understands it may be necessary to test oil, oil filters or antifreeze prior to collection, if that is the case, those costs should be reflected in **Attachment C** as well.
2. **Non-Acceptable Materials Proposal**- While the County will make every effort to instruct residents of how to properly dispose of non-acceptable items there may be a rare instance in which the Contractor will be asked to dispose of a particular material such an antique mercury mirror, or another rare item not generally in the scope of HHW. The County asks the Contractor to make such an assumption based on such rare instances.

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

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

## **9.2 PROPOSAL ACCEPTANCE**

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

## **9.3 SELECTION PROCESS**

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

- Understanding of and familiarity with services sought by the County-Maximum Point Value – **10 points**
- Personnel, experience, subcontractors-Maximum Point Value – **10 points**
- Contractor’s technical expertise, knowledge, and understanding of applicable laws, rules, and regulations – Maximum Point Value – **15 points**
- Contractor’s project approach, including approach to handling HHW at both Eubanks and Walnut Grove WRC, OFOA collection and monitoring, services at the Eubanks WRC-Maximum Point Value – **15 points**
- HHW material treatment and management-Maximum Point Value- **10 points**
- Cost of Services- Maximum Point Value – **15 points**
- Facilities to be used to process / manage collected waste materials-Maximum Point Value – **10 points**
- Financial capacity for handling services, including insurance coverage, and Contractor’s ability to protect County from liability associated with operating the HHW-Maximum Point Value – **15 points**

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

ATTACHMENT A: EXECUTION OF PROPOSAL

Project Name: HHW & OFOA Collection & Processing

Proposal Request No: RFP367-OC5468

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

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

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

SIGNATURE OF PROPOSER \_\_\_\_\_

\_\_\_\_\_  
(Print full name of corporation)

\_\_\_\_\_  
(Address - County- State - Zip Code)

Attest \_\_\_\_\_  
(Secretary/Assistant Secretary)

By: \_\_\_\_\_  
President/Vice President/Assistant Vice President)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

CORPORATE SEAL:

Federal ID. or Social Security Number \_\_\_\_\_

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this \_\_\_\_\_ day of, 2016

\_\_\_\_\_

\_\_\_\_\_ My Commission Expires \_\_\_\_\_

Title

## ATTACHMENT B: ACCEPTABLE & NON-ACCEPTABLE ITEMS

### **NON-ACCEPTABLE ITEMS**

Explosives  
Medications  
Medical Waste  
Smoke Detectors  
Radioactive Wastes  
PCB  
Ballasts

### **ACCEPTABLE ITEMS**

Pesticides  
Fertilizer  
Fluorescent Lights  
Cleaning Supplies  
Chemicals  
Gasoline  
Solvents  
2-stroke engine Oil  
Propane Tanks  
Fluorescent bulbs  
Batteries- Alkaline, Non-Lead, Lead

### ATTACHMENT C: PRICE PROPOSAL

(BASE CONTRACT FIVE-YEARS WITH TWO, TWO YEAR POSSIBLE EXTENSIONS)

Contractors must complete the price sheets in entirety. If a Proposer wishes to submit alternative pricing, it can be included in the pricing. However, the table below must be filled out in its entirety to be considered and compared to other proposals. No item may be listed as "no bid". Prices may be listed as zero (\$0.00).

<b>Orange County NC RFP 5255 HHW &amp; OFOA Pricing Table</b>		
ITEM	Unit	Price Per Unit
Household Hazardous Waste - Collection and processing per pound	Pound	
Used Oil Filters - Collection and processing	Per 55-gallon Drum	
Used Oil - Collection and processing	Gallon	
Antifreeze - Collection and processing	Gallon	
Oil Filter Rebate/Credit- <i>If Applicable</i>	Per 55-gallon Drum	
Oil Rebate/Credit- <i>If Applicable</i>	Gallon	
Antifreeze Rebate/Credit - <i>If Applicable</i>	Gallon	
Used Oil Testing Cost- <i>If Applicable</i>	Per Trip	
Antifreeze Testing Cost – <i>Five Sites</i>	Per Trip	
Attendant Hourly Wage – Eubanks WRC	Hour	
Attendant Hourly Wage – Walnut Grove WRC	Hour	
Attendant Monthly Wage per Site		
	Hour	
Freon Cylinders	Pound	
<b>The Following are to gauge whether the County should include under the HHW Contract Umbrella. The Contractor is not guaranteed the items below.</b>		
County to Accept Non-Acceptable Waste	Describe:	
	Describe:	
Battery Collection (Optional)	Per 55-Gallon Plastic Drum	
Fluorescent Light Bulb Collection		

**ATTACHMENT D: Liability Waiver**

**State of North Carolina**

**Orange County Solid Waste Management**

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**Release of Liability When Taking Reusables from Household Hazardous Waste Collection Center**

This release is signed in consideration of receipt by me of used products, or products which I intend to reuse (collectively referred to as the "Products"), from the Household Hazardous Waste Program established by Orange County Solid Waste Management (referred to as the "Local Government") and operated by ECOFLO (referred to as the "Company.")

I hereby hold harmless, release, and forever discharge the Local Government and the Company, as well as their agents and employees, from all liabilities, claims, demands, suits, damages, penalties, or causes of action arising out of or relating to the use by me or others of any Products which I received from the Local Government and the Company and from all claims or demands whatsoever in law or in equity which I, my heirs, executors, administrators, or assigns can, shall, or may have against the Local Government or the Company by reason of my receipt of such Products.

I specifically acknowledge that the Local Government and the Company have not inspected such Products and that the Local Government and the Company have had the Products delivered by others and are not aware of the contents of such Products. Further, I specifically understand and acknowledge that the Local Government and the Company cannot certify or guarantee in any way the Products are as marked, or have not, in fact, been mislabeled, contaminated, polluted, or are not of a different quality, quantity, or substance than indicated.

I certify that I have examined the Products and have determined that they are the Products that I want to be provided to me. I also acknowledge that the Local Government and the Company offer no instruction on the appropriate use of these Products. I also agree to transport, store, treat, process, emit, discharge, dispose, use, handle, and otherwise manage the Products in compliance with all applicable local, state, and federal laws.

I understand that I should not use any Product the nature of which I am unsure. I further understand that title to all of the Products listed below will vest in me upon my signing this release.

**I UNDERSTAND THAT BY SIGNING THIS RELEASE I HAVE RELEASED ALL RIGHTS I HAVE AGAINST THE LOCAL GOVERNMENT AND THE COMPANY RELATING TO THE PRODUCTS SUPPLIED TO ME.**

**I AGREE THAT THE COUNTY AND THE COMPANY HAVE MADE NO REPRESENTATIONS OR GUARANTEES AS TO THE QUALITY, NATURE, OR QUANTITY OF THE PRODUCTS.**

Description of Products Received:

Product: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Product: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Product: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Product: \_\_\_\_\_ Amount: \_\_\_\_\_

Name (Printed)	Phone
Address	
Signature	
Date	Witness

## ATTACHMENT E: ZIP CODE TRACKING FORM

Household Hazardous Waste Collection Facility Permit #68-05  
 Walnut Grove Church Road Convenience Center  
 3611 Walnut Grove Church Road  
 Visitor Tracking Log by ZIP CODE

**Week of** \_\_\_\_\_

ZIP CODE	COUNT	TOTAL
27302	_____	<input style="width: 50px; height: 20px;" type="text"/>
27231	_____	<input style="width: 50px; height: 20px;" type="text"/>
27541	_____	<input style="width: 50px; height: 20px;" type="text"/>
27572	_____	<input style="width: 50px; height: 20px;" type="text"/>
27278	_____	<input style="width: 50px; height: 20px;" type="text"/>
27203	_____	<input style="width: 50px; height: 20px;" type="text"/>
27243	_____	<input style="width: 50px; height: 20px;" type="text"/>
27705	_____	<input style="width: 50px; height: 20px;" type="text"/>
27707	_____	<input style="width: 50px; height: 20px;" type="text"/>
27514	_____	<input style="width: 50px; height: 20px;" type="text"/>
27515	_____	<input style="width: 50px; height: 20px;" type="text"/>
27516	_____	<input style="width: 50px; height: 20px;" type="text"/>
27517	_____	<input style="width: 50px; height: 20px;" type="text"/>
27516	_____	<input style="width: 50px; height: 20px;" type="text"/>
27599	_____	<input style="width: 50px; height: 20px;" type="text"/>
OTHER: <input style="width: 50px; height: 20px;" type="text"/>	_____	<input style="width: 50px; height: 20px;" type="text"/>
OTHER: <input style="width: 50px; height: 20px;" type="text"/>	_____	<input style="width: 50px; height: 20px;" type="text"/>

**SUBMIT WITH PROPOSAL**

**ADDENDUM ACKNOWLEDGEMENT FORM**

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

Addendum No 1 \_\_\_\_\_

Addendum No 2 \_\_\_\_\_

Addendum No 3 \_\_\_\_\_

**SUBMIT WITH PROPOSAL**

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

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**Policy Statement**

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

**Purpose**

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

**Applicability**

Applies to all Orange County contracts and purchases.

**Policy**

10.1 Living Wage

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

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

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

Acknowledged Receipt by: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT WITH PROPOSAL**

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

\*\*\*\*\*

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

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

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina, \_\_\_\_\_ County

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

## **SUBMIT WITH PROPOSAL**

### **ORANGE COUNTY NONDISCRIMINATION CERTIFICATION**

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

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

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

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

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

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

On behalf of \_\_\_\_\_

\_\_\_\_\_  
Company or Corporate name

# SUBMIT WITH PROPOSAL

## Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES

**Vendor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

If yes, please select from the following:

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

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

If so, state HUB classification: \_\_\_\_\_

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

**SAMPLE - DO NOT FILL OUT**

**ATTACHMENT F**

[Departmental Use Only]  
TITLE  
FY

**NORTH CAROLINA**

**SERVICES AGREEMENT RFP/RFQ**

**ORANGE COUNTY**

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

**WITNESSETH:**

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

**1. Services**

a. Scope of Work.

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

**2. Responsibilities of the Provider**

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

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

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

### **3. Basic Services**

#### **a. Basic Services.**

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

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

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

**4. Duration of Services**

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

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

## 5. Compensation

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

## 6. Responsibilities of the County

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

## 7. Insurance

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

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

## **8. Indemnity**

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

## **9. Amendments to the Agreement**

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

## **10. Termination**

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

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

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

## 11. Additional Provisions

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

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

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

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

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

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

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

Provider's Name & Address

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

**ORANGE COUNTY:**

**PROVIDER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Printed Name and Title*

**ORANGE COUNTY—INTERNAL USE ONLY**

**Finance Information**

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

**Contract Details**

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

**Award**

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

**Signature Authority**

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

**Bidding**

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

**Department Affirmation**

- This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement.
- This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

**Department Director's Signature** \_\_\_\_\_ Date: \_\_\_\_\_

**Information Technologies**

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

**Office of the Chief Information Officer** \_\_\_\_\_ Date: \_\_\_\_\_

*Inapplicable because no hardware/software purchases or related services*

**Risk Management**

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

**Office of the Risk Management Officer** \_\_\_\_\_ Date: \_\_\_\_\_

**Financial Services**

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

**Office of the Chief Financial Officer** \_\_\_\_\_ Date: \_\_\_\_\_

**Legal Services**

This agreement is approved as to legal form and sufficiency:

**Office of the County Attorney** \_\_\_\_\_ Date: \_\_\_\_\_

**Clerk to the Board**

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov  
The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

**Office of the Clerk to the Board** \_\_\_\_\_ Date: \_\_\_\_\_