



County of Orange
Finance and Administrative Services Department – Purchasing Division

RFQ No 367-OC5463

Request for Qualifications to Provide Professional Consulting Services for an Electric Vehicle Transition Plan and Charging Infrastructure Evaluation for County Fleet

I. Purpose:

Orange County, North Carolina, is releasing this Request for Qualifications (RFQ) seeking proposals from qualified firms to guide the County's Fleet Electric Vehicle (EV) Transition Strategy. The County is looking for firms with proven expertise in fleet evaluation, EV charging infrastructure planning, and sustainable vehicle procurement policies. The objective is to partner with a consultant capable of developing a phased roadmap that transitions the County's diverse fleet of approximately 439 vehicles, including passenger cars, pickup trucks, heavy-duty trucks, and specialty equipment—from internal combustion engines to electric alternatives. The selected firm will also be expected to analyze facility readiness for charging infrastructure, address operational impacts, and ensure that the County's clean energy goals, including full EV adoption by 2035 (as technology permits), are met in a cost-effective and strategic manner. The County is seeking firms whose combination of experience and expertise will provide timely, professional services to the County. The County reserves the right to enter into one or more contracts with any firm selected under this RFQ process. Electronic responses ONLY will be accepted for this solicitation.

The scope of work will include a full fleet right-sizing analysis, lifecycle cost assessments, and development of short-, mid- and long-term replacement schedules. The consultant will also plan the County's charging infrastructure by evaluating facility electrical capacities, coordinating with utilities, and recommending upgrades such as energy storage or backup systems to manage grid impacts. A draft Sustainable Fleet Purchasing Policy will be required to guide future procurement and ensure alignment with greenhouse gas reduction targets. In addition, the consultant will deliver a final Fleet EV Transition Report and conduct presentations for key County stakeholders, summarizing findings, best practices, and implementation strategies. Firms should have experience in EV fleet transition planning, facility energy analysis, and sustainable procurement policy development, and be familiar with collaborative project delivery methods such as Construction Manager at Risk, which the County may employ for facility-related upgrades.

Information related to this solicitation, including any addenda, will be posted on the County's website at <https://www.orangecountync.gov/Bids.aspx>. For questions related to this solicitation, contact the County's Asset Management Services Assistant Director:

Connor Wilkins
Orange County
Asset Management Services
306 Revere Road
Hillsborough, NC 27278
Phone: 919.245.2689
Email: cwilkins@orangecountync.gov

II. Project Overview and Scope of Work

A. Summary

The awarded contractor shall provide services, all as set forth in this RFQ. The County has goals to replace internal combustion vehicles with electric vehicles (EVs) with similar sized motor vehicle fleets for a Fleet EV Transition Strategy. We expect the consultant to evaluate and establish a phased transition strategy for the County to adopt EVs into its inventory while phasing out internal combustion vehicles in the most efficient manner practicable. The County-owned vehicle fleet is made up of approximately 439 items and is comprised of a variety of cars, pick-up trucks, SUV's, heavy duty trucks, and construction and landscaping equipment. The County-owned fleet vehicle inventory number is dynamic in nature, and the chosen consultant shall verify the total number as part of the strategy. The fleet operation uses FASTER for their system of records, and some vehicles are equipped with GPS units.

The strategy will also include an evaluation of County facilities and whether they have the electrical capacity to support the required EV charging infrastructure and accommodate the County's future fleet EV charging and operational needs of the departments.

Facilities for infrastructure consideration include:

- Whitted Building
- Board of Elections
- Animal Services Center
- Visitors Bureau
- Detention Center
- District Attorney Building
- Drakeford Library Complex
- Emergency Services
- Eno River Parking Deck
- Hillsborough Commons
- Link Center
- Justice Facility
- Motor Pool Campus
- Parks Ops Base
- Passmore Center/Sportsplex
- Piedmont Food and Ag Facility
- Solid Waste Scale House
- Blackwood Farm
- Solid Waste Convenience Centers

- Soccer.com Center
- Southern Human Services
- Bonnie B Davis Center
- Emergency Services
- Cedar Grove Community Center
- Efland Cheeks Community Center
- Rogers Road Community Center
- Blackwood Farm
- EMS Substations

B. Deliverables

Fleet Evaluation and Transition Strategy

The consultant will conduct a comprehensive evaluation and right-sizing analysis of the municipal fleet to ensure it is cost-effective and appropriately sized. The analysis will recommend vehicle reassignments, replacements, or eliminations to reduce fuel and maintenance costs while identifying candidates for transition to EVs or other low-emission alternatives. Building on this evaluation, the consultant will develop a phased fleet conversion strategy with short-, mid-, and long-term purchasing options to achieve the County's Clean Energy goal of full EV adoption by 2035 (as technology permits). The strategy will assess lifecycle cost-effectiveness, feasibility, and barriers to conversion, and will address facility needs such as EV-specific upgrades, tools, staff training, and impacts to existing procedures. It will also align vehicle replacements with charging infrastructure, duty cycles, usage, and GHG reduction projections, beginning with light-duty vehicles and expanding to more complex applications.

The consultant will further recommend a cohesive telematics implementation strategy to improve fleet data tracking and performance monitoring. This will include identifying suitable platforms, ensuring integration with County systems, addressing data governance, and leveraging insights on usage, idle time, route efficiency, and driver behavior to optimize right-sizing, guide EV adoption, and reduce operating costs. A phased deployment plan should align with the fleet conversion schedule to ensure data-driven decision-making supports both near-term operations and long-term sustainability goals.

EV Charging Infrastructure Planning & Electricity Grid Impacts

The strategy will recommend appropriate charging infrastructure at County facilities, specifying the type and location for each vehicle. The consultant will evaluate each facility's capacity to meet electrical load demands from charging operations, identify potential impacts on facilities and the electrical grid, and outline necessary upgrades. This includes backup generators or other energy storage solutions for emergency response or to reduce grid strain. The consultant will coordinate with County staff and utilities (Duke Energy, Piedmont Electric Co-op) to complete this evaluation. Considerations will include daily duty cycles and overall vehicle charging requirements. In addition, the strategy must address the County's need to track and monitor charger utilization and associated energy consumption. Recommendations should include technologies or software solutions that allow for collection and reporting of key data such as charging frequency, duration, energy

usage, and load profiles. This capability will support budgeting, reporting, and evaluation of the County's fleet electrification goals.

Fleet Vehicle Purchasing Policy Recommendation

The consultant will provide a draft Sustainable Fleet Purchasing Policy to support the County's Clean Energy and GHG reduction goals. The policy will establish a Sustainable Fleet Committee, recommend strategies to reduce the overall fleet size, and right-sized SUVs and larger vehicles where feasible. It will also address the deployment of idle-reduction technologies for legacy vehicles, coordination with the replacement schedule, and requirements for departments to prioritize electric or zero-emission vehicles during procurement.

Final Fleet EV Transition Report and Presentations

The consultant will deliver a final report summarizing all scope of work items, including an executive summary, challenges, lessons learned, best practices, and relevant case studies. The report will allow for up to three rounds of revisions with County staff. In addition, the consultant will provide up to two presentations for County stakeholders, which may include the Board of Commissioners, departmental staff, and other key groups.

III. Project Background:

Orange County has adopted a [Climate Action Plan](#) that outlines goals to reduce greenhouse gas emissions, including transitioning its municipal fleet to EVs. The County operates a mixed fleet of approximately 439 vehicles, including passenger vehicles, trucks, and equipment used across multiple departments such as Solid Waste Services, Emergency Services, and Parks and Recreation. Currently, 26 EVs are in operation and approximately 36 charging stations are available at County facilities.

The County has one (1) Fleet Maintenance Facility and Fueling Center located in Hillsborough, NC. Fuel cards are issued to each fleet vehicle, which allow the driver to fuel a fleet vehicle at a commercial gas station. All EVs can use an app that allows drivers to charge a fleet EV at a non-county-owned EV charger.

IV. RFQ Schedule of Events and SOQ:

Advertisement of RFQ:367-OC	October 6,2025
Deadline for Questions:	October 17,2025
Deadline for Answers:	October 24, 2025
DUE DATE & TIME FOR SOQs	November 5, 2025, at 2:00 pm
Contract Effective Date	TBD

V. SOQs Submittal:

Proposers must submit one electronic SOQ to Jovana Amaro, Purchasing Manager at finance-purchasing@orangecountync.gov prior to the due date and time for SOQ submissions. Each proposer is solely responsible for the delivery of SOQ and accepts all risks of late delivery regardless of fault. In addition, offerors accept all risks if the file is corrupted, incorrect, incomplete, or not attached. Any SOQ received after the due date and time for SOQ submission shall not be considered.

All email notifications, as well as any other correspondence sent to the County relating to this RFQ, must contain within the subject line of the email the words “**RFQ No 367-OC5463**”. The purpose of this email notification requirement is to allow staff to see questions as they come in quickly.

Interested firms are invited to submit any written questions they may have relating to this project. All questions must be submitted via email, with the aforementioned subject line heading, to Jovana Amaro (cc Connor Wilkins), **by October 17, 2025**. All questions will be compiled, and a complete list of written questions and answers will be included in an addendum, which will be posted on the County’s website at <https://www.orangecountync.gov/Bids.aspx>. Offerors are encouraged to check Orange County’s website regularly for updates.

Proposals must be submitted by **November 5, 2025, no later than 2:00 PM** as detailed below. Firms shall provide all submittal components in one Portable Document Format (PDF) transmitted through electronic mail (email). The file size is limited to 15 MB. The proposals should be as one package for all items outlined within the scope of services. SOQ submission shall include bookmarks that link to sections to allow easy document navigation.

Orange County reserves the right to reject any or all submittals, to waive minor informalities and to make such selection deemed in its best interest.

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

The Provider will be required to use the County standard service contract. A sample contract is included.

VI. SOQs Contents:

Firms shall populate all attachments of this RFQ that require the Firm to provide information and include an authorized signature where requested. Firm’s RFQ responses should include the following items, and those attachments should be arranged in the following order:

Section 1: Cover Letter

In addition to introductory remarks, describe what makes your team uniquely qualified for this project. (Maximum of one page length).

Section 2: Provider Qualifications

Submittals must include a Provider overview and a brief description of the Provider's history. A Project organizational chart and description may be included. Key members of the Project team should be included in the organizational chart. Clearly identify the prime contractor and any sub-contractors, if relevant, and the general roles of each on the Project (Maximum of 4 pages length).

Section 3: Team Member Qualifications:

Detailed background information regarding personnel for at least the key team members, including:

- Professional registrations and certifications, listing applicable state(s)
- Office location
- Position title
- Length of service in current position
- Role in past projects of a similar nature
- A description of the current workload for identified individuals.

The expectation is that the team members presented in the response will be actively engaged in the project. (Maximum of ten pages total)

Section 4: An explanation of how the firm will adhere to the scope of work including a proposed work timeline that appropriately meets the goals of this project. This narrative should include an explanation of the following:

- An indication of your understanding of the project.
- The firm demonstrated experience providing consulting services for electric vehicle fleet and infrastructure evaluations within the past five (5) years, including project team performance.
- Descriptions of similar projects that the firm has completed.
- The timeline shall be for all itemized projects as one project.
- Any information on lawsuits filed that includes the consulting firm within the past 5 years and the outcomes of any lawsuits.
- Information on the firm's financial capacity to complete this project.

Section 5: References

A minimum of three references for similar projects, including:

- The name and date of the project,
- The location of the client, and
- A contact name including relevant contact information.
- At least one of these references should be able to describe the proposed project manager's experience and qualifications.

(Maximum of 5 pages total)

Section 6: Proposal Innovation

Elaborate on other factors that may be relevant to the Project, including but not limited to innovative and/or efficient proposal methodologies (Maximum of 2 pages of content).

Section 7: Required Information and Forms

Firms shall populate all attachments of this RFQ that require the Firm to provide information and include an authorized signature where requested. Firm's RFQ responses shall include the following required forms and/or acknowledgements.

1. Acknowledgement of Receipt of any Addenda
2. Orange County Living Wage Contractor Policy form
3. E-Verify Affidavit form
4. Orange County Non-Discrimination Certification form
5. Supplemental Vendor Information: Historically Underutilized Businesses form

The page limits only apply to the specific sections. There is not an overall page limit for your submittal.

All submittals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of Orange County upon receipt. PDF files should include bookmarks that link to sections to allow easy document navigation. Proposals may not use less than 12-point Times New Roman font. Other fonts are acceptable, but they should not be smaller than 12 points. Since qualification packages can be submitted electronically, page limitations in this RFQ refer to pages of content. The page limitations do not include front cover, back cover, section dividers, or table of contents if included. Offerors shall provide all submittal components in one Portable Document Format (PDF).

All submittals received will be reviewed against the selection criteria outlined in this RFQ by a selection committee composed of County staff. A shortlist will be developed.

VII. Selection Criteria:

All submittals will be ranked based on qualifications. Orange County will establish a short list of candidates and schedule interviews accordingly. The following criteria will be the basis on which consultants will be evaluated (in no particular order):

- Appropriate expertise and experience in developing projects of this nature - (Contents Section 4) (20 points)
- Past performance as the lead consulting firm, on similar projects – (Contents Sections 4&5) (15 points)
- Adequate and experienced staff and proposed team for the project – (Contents Sections 2&3) (20 points)
- Recent experience with successfully maintaining project schedules and

budgets (Contents Section 4) (10 points)

- Current workload and firm capacity – (Contents Section 3) (10 points)
- Understanding of the area where the project is located, (15 points)
- Other factors that may be relevant to the project – (Contents Section 6) (10 points)

Orange County will begin contract negotiations with the firm determined to be the most qualified. In the event that a contract cannot be negotiated with the first firm, the County reserves the right to negotiate with the next qualified firm(s) until a contract can be reached.

VIII. General Requirements:

Living Wage

Orange County is committed to providing its employees with a living wage and encourages agencies that it funds to pursue the same goal. A copy of Orange County's Living Wage Contractor Policy is included as a part of this RFQ.

E-Verify

HB789 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts "unless the contractor and the contractor's subcontractors comply with the requirements of Article 2 of Chapter 65 of the General Statutes." (Article 2 of Chapter 65 establishes North Carolina's E-Verify requirements for private employers.) It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subcontractors have not) complied with E-Verify. A copy of E-Verify is included as part of this RFQ.

Orange County Nondiscrimination Certification

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

The Living Wage, E-Verify, and Non-discrimination Certification forms shall be returned with the offeror's submission. These attachments will not count toward the page limit requirements.

IX. Submission Requirements:

Interested firms are required to submit an electronic copy of their submittal by 2:00 p.m. EST on **November 5, 2025**, and include all information as detailed herein. Submittals must be less than 15 MB in size.

The County will not accept submittals that are received after the 2:00 p.m. deadline. The consultant is responsible for ensuring that the proposal is received by the deadline date and time detailed herein.

X. 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.

XI. North Carolina Public Records:

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

XII. Insurance Requirements

The Firm shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage-Requirements
<https://www.orangecountync.gov/DocumentCenter/View/1866/MinimumInsurance-Coverage-Requirements-PDF>

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

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

Policy Statement

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

Purpose

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

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

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

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

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

Acknowledged Receipt by: _____

Company Name: _____

Date: _____

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:

Ethnicity:

☐ **Black**

☐ **Hispanic**

☐ **Asian American**

☐ **American Indian**

Gender

☐ **Male**

☐ **Female**

Disabled

☐ **Yes**

☐ **No**

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

If so, state HUB classification: _____

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

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

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

WITNESSETH:

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

1. Services

a. Scope of Work.

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

2. Responsibilities of the Provider

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

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

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

3. Basic Services

a. Basic Services.

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

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

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

4. Duration of Services

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

ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.

iii) The Commencement Date for the Provider's Basic Services shall be .

5. Compensation

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

6. Responsibilities of the County

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

7. Insurance

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

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

8. Indemnity

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

9. Amendments to the Agreement

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

10. Termination

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

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

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

11. Additional Provisions

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

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

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

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

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

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

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

Provider's Name & Address

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

ORANGE COUNTY:

PROVIDER:

By: _____

By: _____

Printed Name and Title

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: _____