



**REQUEST FOR PROPOSALS**  
**#11-027**

**Recycle Material Processing**

**Issued By**  
**Wake County Government**  
**Department of Environmental Services**  
**Raleigh, NC**

**RFP Issue Date**  
**February 21, 2011**

**Proposal Submittal Due**  
**3:00 pm, March 18, 2011**

Wake County Government, in cooperation with the towns of Cary and Fuquay-Varina, is issuing this request for proposal (RFP) to solicit bids from qualified vendors to purchase recyclable materials collected by each local government. The local governments participating in this RFP will be responsible for collecting recyclable materials and delivering the recyclable materials to the selected vendor. The purpose of this document is to specify the general procurement requirements and the specific project requirements. Requests for additional information related to this RFP should be submitted to in writing via email to Mr. Tom Wester, Procurement Services, at [twester@wakegov.com](mailto:twester@wakegov.com). Sealed proposals will be accepted until **3:00 PM, March 18, 2011**.

**Submit Proposals: BY MAIL, HAND DELIVERY OR EXPRESS CARRIER TO:**

Wake County Procurement Services  
Wake County Office Bldg, Room 926  
PO Box 550 (27602)  
337 S. Salisbury Street (27601)  
Raleigh, NC

**INCLUDE THIS PAGE AS THE FIRST PAGE OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**

Full Legal Name of Vendor: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remittance Address (If Different)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fed ID or SS Number: \_\_\_\_\_

Date of Quote: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Co. FAX: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_

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

(Applicable to Partnership/Corporation)

Typed/Printed Name: \_\_\_\_\_

**INDICATE THE TYPE OF BUSINESS:**

\_\_\_\_\_ Individual Trading in Own Name  
\_\_\_\_\_ Individual Trading Under Trade Name

\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation

**CORPORATE SEAL:**

## **GENERAL PROCUREMENT REQUIREMENTS**

## **SECTION 1 – GENERAL INFORMATION**

- 1.1** The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.
- 1.2** Questions should be directed to: Tom Wester, 919-856-6153, [twester@wakegov.com](mailto:twester@wakegov.com)
- 1.3** Only questions in written form will be addressed. All questions must be received by **5:00 PM, March 4, 2011.**
- 1.4** No fax or email responses will be accepted or considered.
- 1.5** Vendor to submit one (1) original and nine (9) hardcopies of response.
- 1.6** When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.
- 1.7** Reserved
- 1.8** The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.9** The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

## **SECTION 2 – GENERAL REQUIREMENTS**

### **2.1 Proposal Contact**

This RFP, and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined hererin. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFP.

## **2.2 Proposal Submittal Requirements**

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFP number, and proposal closing time/date marked clearly on the proposal submission.

The County must receive proposals no later than **3:00 PM, March 18, 2011**. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; and (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted.

## **2.3 Proposer Expenses**

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

## **2.4 Interpretations, Discrepancies, and Omissions**

Submit written questions about this RFP to Tom Wester by **5:00 PM, March 4, 2011**. No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted at <http://www.wakegov.com>. Click on Purchasing, and then click on New RFP's and Bids. Any addenda and clarifications will be issued by **5:00 PM, March 9, 2011**.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.5 Award**

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract. The County shall not be deemed

to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

## **2.6 Non-disclosure of County Information**

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

## **2.7 Retention of Proposer Material**

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

## **SECTION 3 – CONTRACTING INFORMATION**

### **3.1 Certification**

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards.

### **3.2 Conflict of Interest**

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, and (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

### **3.3 Assignment**

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County, and the County is not obligated to consent. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part,

without the prior written approval from the County, and the County is not obligated to approve assignment of the contract.

### **3.4 Indemnification**

The Proposer will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Proposer, its subcontractors, or their employees or agents, while performing duties under the awarded contract, provided that the County gives the Proposer prompt, written notice of any such claim or suit. The County shall cooperate with Proposer in its defense or settlement of such claim or suit. This section sets forth the full extent of the Proposer's general indemnification of the County from liabilities that are in any way related to Proposer's performance under the awarded contract.

### **3.5 Independent Contractor**

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

### **3.6 Governing Law**

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

### **3.7 Confidential Information/Public Records Law**

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

### **3.8 Compliance with Laws and Regulations**

Proposer must comply with all applicable state and federal Laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the services offered in this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

### **3.9 Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest.

Finally, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

### **3.10 Additional Services**

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the scope of work but are related to the contracted services (the "Additional Services"), in which event the Proposer shall perform such Additional Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in this contract for each of the Proposer personnel assigned to perform such Additional Services. This will be accomplished through an amendment to the contract.

## **SPECIFIC PROJECT REQUIREMENTS**

## **GENERAL INFORMATION**

Wake County Government, in cooperation with the towns of Cary and Fuquay-Varina, is issuing this request for proposal (RFP) to solicit bids from qualified vendors to purchase recyclable materials collected by each local government. The local governments participating in this RFP will be responsible for collecting recyclable materials and delivering the recyclable materials to the selected vendor. The recyclable materials considered for this RFP include commingled recyclables, corrugated cardboard, polystyrene No. 6 (non-food, non-beverage), rigid plastics (buckets, lawn furniture, etc.), and plastic film (industrial shrink-wrap). The quantities of commingled recyclable materials collected by the towns of Cary and Fuquay-Varina, and Wake County during calendar year 2010 are presented in **Attachment D.**

Wake County reserves the right to add local governments to the contract awarded under this RFP. In addition, Wake County reserves the right to add additional material types included in the contract awarded under this RFP. Additional local governments and types of recyclable materials shall be added to the contract through a contract amendment. Finally, the local governments participating in this RFP reserve the right to enter into a single contract, multiple contracts, or no contract depending upon whichever is deemed to be most advantageous to each local government.

### **Town of Cary**

The Town of Cary provides its own fleet of trucks to collect recyclable materials every other week from customers, thus providing recycling to all its customers within a two week period. In addition, the Town of Cary operates a Citizens Convenience Center which accepts commingled recyclable materials from residents. The types of recyclable materials collected by the Town of Cary are presented in **Attachment A.**

### **Town of Fuquay-Varina**

The Town of Fuquay-Varina provides its own fleet of trucks to collect recyclable materials on a weekly basis from customers located within the corporate limits of the Town. The types of recyclable materials collected by the Town of Fuquay-Varina are presented in **Attachment B.**

### **Wake County Government**

Wake County Government currently collects recyclable materials under two separate programs:

1. Convenience Center Program, and
2. Mutli-Material Recycling Facility Program.

There are eleven Convenience Centers and two Mutli-Material Recycling Facilities located throughout Wake County. The types of recyclable materials collected by Wake County Government are presented in **Attachment C.**

## **SCOPE OF SERVICES**

The specific Scope of Services are described in this section. The selected vendor shall provide all labor, equipment, supplies, and materials necessary to meet the requirements of this RFP.

- 1) The vendor will accept all recyclable materials currently collected by the towns of Cary and Fuquay-Varina, and Wake County Government. Refer to **Attachments A, B, and C** of this RFP for a listing of recyclable materials currently collected by the local governments participating in this RFP.
- 2) The vendor will be required to accept recyclable materials in roll-off containers, tractor trailers, open top containers, compactor trucks, enclosed compactor containers, and bales (corrugated cardboard, polystyrene, etc.).
- 3) The vendor's facility will be open for service from 7:30 am to 5:00 pm, Monday through Friday.
- 4) The vendor shall make all reasonable efforts to unload trucks within twenty-five (25) minutes of arrival at the vendor's facility.
- 5) The vendor shall make all reasonable efforts to maximize material recycling. The vendor shall submit an annual report to the local governments summarizing the percentage of material recycled and the percentage of material disposed of as residual waste.
- 6) The vendor shall make separate payments to each local government participating in this contract.
  - a) Payments shall be made to each local government on a monthly basis.
  - b) Payments shall be accompanied by documentation summarizing the quantities of materials delivered to the vendor's processing facility during the month by material type (commingled recyclables, corrugated cardboard, polystyrene No. 6).
- 7) The vendor shall comply with all local, state and federal regulations regarding the processing and recycling of recyclable materials.

## **PROPOSAL SUBMITTAL REQUIREMENTS**

The vendor shall submit ten (10) copies of the proposal, submitted on 8½" x 11" paper, double-sided print, and side-bound. The Proposal shall be segregated into the following seven (7) sections using labeled/tabbed dividers.

- 1) Corporate Designation Page (see Page 2 of RFP)

- 2) Name, title, address and phone number of the individual that will serve as the primary point of contact for the duration of the contract.
- 3) A brief statement of the vendor's background and experience in providing services of the nature and scope described in this RFP.
- 4) Three references for clients that currently rely upon the vendor to provide services of the nature and scope described in this RFP. Please provide name, address, and phone number for each reference.
- 5) Completed and signed bid form (**Attachment E** of this RFP).
- 6) Other Recyclable Materials. Use this section of the proposal to list other specific material types the vendor recommends the local governments consider collecting as separate items. Vendor shall provide a list of recommended materials, and a proposed unit price for each material. It is understood that local governments are not obligated modify their existing recycling programs to accept the recommended materials at this time. If vendor does not have any suggestions for other recyclable materials, then vendor shall respond Not Applicable for this section of the proposal.
- 7) Exceptions, Clarifications, and Assumptions. Use this section of the proposal to stipulate, specify, and document any material exceptions, clarifications, and assumptions used to develop the bid pricing presented in the Bid Form. If vendor does not have any exceptions, clarifications, or assumptions to stipulate, then vendor shall respond Not Applicable for this section of the proposal.

Any proposal submittal not including all applicable documents will be considered non-responsive.

#### **CONTRACT TERM**

The vendor will be expected to execute and abide by the provisions of the County's standard contract form (**See Attachment F**). The services of the selected vendor shall begin on July 1, 2011, and unless sooner terminated by mutual consent, shall be provided until June 30, 2014. At the County's sole discretion, and upon mutual consent with the vendor, the contract may be extended for additional one-year periods upon execution of a new contract for a period of time not to exceed three years.

**ATTACHMENT A**  
**Recycle Materials Collected by the Town of Cary**

1. Chipboard (including cereal and other food boxes, empty paper towel rolls)
2. Mixed Paper
  - a. Telephone books
  - b. Junk mail (manila envelopes, plastic windows and post cards)
  - c. Copy, fax, and printer paper, letterhead, notebook paper, manila file folders, card stock, non-foil gift wrap, and greeting cards (non-musical recording).
  - d. Newspaper, including inserts
  - e. Glossy magazines/catalogs
  - f. The Town of Cary accepts shredded paper in clear bags ONLY at the Citizen Convenience Center and not at the curbside.
3. Glass
  - a. Beverage containers (clear, brown, and green)
  - b. Jars
4. Plastic beverage containers and tubs #1, 2, 3, 4, 5, 6, 7.
5. Metal
  - a. Aluminum cans, foil, and pie pans
  - b. Tin and steel food cans
6. Gable top cartons including juice, milk dairy creamers, and fabric softener refills
7. Drink boxes
8. SBS (Solid Bleached Sulfate) board. When SBS board is torn, the edges are white.
9. Corrugated cardboard
10. Items NOT Accepted for Recycling
  - a. Pizza Boxes
  - b. Food take-out (clam shell) containers and frozen entrée trays
  - c. Drink pouches such as Capri Sun packages are NOT accepted

**ATTACHMENT B**  
**Recycle Materials Collected by the Town of Fuquay-Varina**

1. Newspaper, including all inserts and newspaper grade periodicals
2. White paper and Office paper
3. Steel/Tin food cans
4. Glass Food/Beverage containers: Green, amber/brown and clear glass
5. Corrugated cardboard
6. Paperboard such as cereal boxes, shoeboxes
7. Plastic bottles (must remove caps)
8. Aseptic juice boxes
9. Gable-top paper cartons such as milk cartons
10. Aluminum food and beverage containers, including Aluminum foil (no food residue) & pie tins
11. Telephone books
12. Mail
13. Six-pack rings
14. Magazines, catalogs and paper junk mail
15. #1-7 plastic containers and bottles with a neck

**ATTACHMENT C**  
**Recycle Materials Collected by Wake County Government**  
**Convenience Center Sites and Multi-Material Recycling Sites**

1. Aluminum: Cans, Pie Pans & Foil with no residue
2. Tin and Steel Food Cans
3. Glass Bottles & Jars (Clear, Green or Brown)
4. Paper (Mixed: Catalogs, Colored Paper, Junk Mail, Magazines, Newspaper, Office Paper)
5. Plastic (Bottles #1-7, Dairy Containers)
6. Telephone Books
7. Corrugated cardboard and chipboard (cereal boxes, paper tubes, etc.)

**ATTACHMENT D**  
**Recycle Material Quantities**  
**Calendar Year 2010**

## Recyclable Material Tons - Calendar Year 2010

| <b>Month</b>        | <b>Town of Cary</b> | <b>Town of Fuquay-Varina</b> | <b>Wake County (Convenience Centers)</b> | <b>Wake County (Multi-Material Recycling Facilities)</b> | <b>Total</b> |
|---------------------|---------------------|------------------------------|------------------------------------------|----------------------------------------------------------|--------------|
| <b>January-10</b>   | 1,003.98            | 74.99                        | 475.07                                   | 14.97                                                    | 1,569.01     |
| <b>February-10</b>  | 895.99              | 65.01                        | 373.73                                   | 16.75                                                    | 1,351.48     |
| <b>March-10</b>     | 876.23              | 90.56                        | 478.91                                   | 15.75                                                    | 1,461.45     |
| <b>April-10</b>     | 966.68              | 71.04                        | 499.89                                   | 30.52                                                    | 1,568.13     |
| <b>May-10</b>       | 881.61              | 73.69                        | 415.82                                   | 0.00                                                     | 1,371.12     |
| <b>June-10</b>      | 999.48              | 85.91                        | 503.69                                   | 19.12                                                    | 1,608.20     |
| <b>July-10</b>      | 913.24              | 68.12                        | 436.04                                   | 18.39                                                    | 1,435.79     |
| <b>August-10</b>    | 897.81              | 73.48                        | 444.48                                   | 18.36                                                    | 1,434.13     |
| <b>September-10</b> | 924.70              | 94.07                        | 438.25                                   | 28.46                                                    | 1,485.48     |
| <b>October-10</b>   | 873.83              | 72.84                        | 403.86                                   | 0.00                                                     | 1,350.53     |
| <b>November-10</b>  | 887.05              | 73.66                        | 482.97                                   | 0.95                                                     | 1,444.63     |
| <b>December-10</b>  | 1,092.20            | 98.93                        | 482.69                                   | 1.90                                                     | 1,675.72     |
| <b>Totals</b>       | 11,212.80           | 942.30                       | 5,435.40                                 | 165.17                                                   | 17,755.67    |

This information is provided for reference purposes only based on one-year of collection data for the towns of Cary, Fuquay-Varina, and Wake County. Previous year performance is not a guarantee of future performance, and Wake County Government does not guarantee that these quantities will be repeated during any year of the contract term.

**ATTACHMENT E**  
**Bid Form**

**ATTACHMENT E**  
**Bid Form** <sup>(1,2)</sup>

| Commodity                                      | Fixed Price Proposal <sup>(3)</sup> | Indexed Price Proposal <sup>(4)</sup> |                       |                                        |                                              |
|------------------------------------------------|-------------------------------------|---------------------------------------|-----------------------|----------------------------------------|----------------------------------------------|
|                                                | Unit Price, \$ per ton              | Market Index                          | Commodity Designation | Proposed Percentage of Index Price (%) | Proposed Floor Price (\$/ton) <sup>(5)</sup> |
| Commingled Recyclable Materials                |                                     | Vendor to Specify                     |                       |                                        |                                              |
| Combined Corrugated Cardboard and Chip Board   |                                     | Vendor to Specify                     |                       |                                        |                                              |
| Non-Food, Non-Beverage Polystyrene No.6        |                                     | Vendor to Specify                     |                       |                                        |                                              |
| Rigid Plastics (Buckets, Lawn Furniture, etc.) |                                     | Vendor to Specify                     |                       |                                        |                                              |
| Plastic Film (Industrial Shrink Wrap, etc.)    |                                     | Vendor to Specify                     |                       |                                        |                                              |
| Other Materials (Describe)                     |                                     | Vendor to Specify                     |                       |                                        |                                              |

**Proposed Market Indices for:**

|                                              |                    |
|----------------------------------------------|--------------------|
| Polystyrene No. 6 (non-food, non-beverage)   | <u>Index Name:</u> |
| Commingled Recyclable Materials              | <u>Index Name:</u> |
| Combined Corrugated Cardboard and Chip Board | <u>Index Name:</u> |
| Rigid Plastics                               | <u>Index Name:</u> |
| Plastic Film                                 | <u>Index Name:</u> |
| Other Materials (Describe)                   | <u>Index Name:</u> |

**Notes:**

**(1)** Vendors may propose a fixed-price for each commodity, an indexed price for each commodity, or a combination of fixed-priced for some commodities and indexed-price for other commodities. Indexed-price proposals shall be based on indices published by independent third parties.

**(2)** If a vendor elects to not offer a bid price for a material type, then vendor shall write "No Bid" in the spaces provided for the proposed price.

**(3)** If vendor proposes a fixed price for a specified commodity, then the fixed price shall remain in effect for the duration of the contract term, including any contract extensions which may be executed at the discretion of the County.

**(4)** If vendor proposes an indexed price for a specified commodity, then the vendor agrees to pay Wake County a specified percentage of the index price (as published by an independent third party) for each ton of material delivered during a given month. For example, if the Official Board Market Price for a given month for Sorted Office Paper (37) was \$85.00 per U.S. gross ton, and the quoted percentage was 75 percent, then the monthly revenue to Wake County would be \$85 x 0.75 = \$63.75 multiplied by the gross tons delivered that month.

**(5)** If a vendor proposes an indexed price for a specified commodity, then the vendor must also specify a "floor price", which means the lowest unit price the vendor will pay to Wake County if the index price published by an independent third party falls below \$0.00 for a given commodity for a given month.

**Authorized Signature of Vendor:**

**Title:**

**Date:**

**ATTACHMENT F**  
**SAMPLE CONTRACT FORM**

**NORTH CAROLINA**

**SERVICES AGREEMENT**  
**OVER \$50,000**

**WAKE COUNTY**

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Wake County, North Carolina (the "County") party of the first part; and \_\_\_\_\_ (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

**I.SERVICES TO BE PROVIDED**

The services to be performed by the Provider shall be as follows:

Enter Services provided or add attachment.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

**II.TERM**

The services of the Provider shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall be provided until \_\_\_\_\_, 20\_\_\_\_.

**III.MAXIMUM AMOUNT PAYABLE:** \_\_\_\_\_ (\$\_\_\_\_\_) )

**IV.PAYMENT**

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

**V. RELATIONSHIP OF PARTIES**

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

## VI.CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

## VII. INSURANCE REQUIREMENTS

The Provider shall obtain, at his sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

Commercial General Liability - Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

Commercial Automobile Liability, with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies, except Workers' Compensation, shall be endorsed to show Wake County as additional insured, as their interests may appear and as a certificate holder.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Wake County Finance Office  
Room 900 - WCOB  
P. O. Box 550  
Raleigh, NC 27602

If the Provider does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

## VIII.INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage 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 section to require the Provider to indemnify the County to the extent permitted under North Carolina law.

## IX.NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

**X. ENTIRE AGREEMENT**

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

**XI. APPLICABLE LAWS**

This Contract and the relationship of the parties shall be governed by the laws of the state of North Carolina. Contractor represents that it is aware of and in compliance with Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Contractor shall not employ any individuals to provide services to Owner who are not authorized by federal law to work in the United States.

**XII. GOVERNING LAW**

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

**WAKE COUNTY, NORTH CAROLINA**

**PROVIDER**

By: \_\_\_\_\_  
Wake County Department Head

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

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

Date: \_\_\_\_\_  
(Mailing Address)

By: \_\_\_\_\_  
Wake County Manager or Designee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Federal Tax ID# \_\_\_\_\_

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

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

\_\_\_\_\_  
FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

\_\_\_\_\_ Department Head Initials