

**Solid Waste & Cardboard Recycling
Collection Services**

Request for Proposal

For

**Wake County Government and Wake
County Public School System
Raleigh, North Carolina**

February 2011

RFP# 11-019

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

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Note: This RFP is for both Wake County Government and the Wake County Public School System, hereinafter referred to as “Wake County.”

I. BIDDING INSTRUCTIONS

1. ADDENDA

1.1 No interpretation of the meaning of the contract documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Every request for such interpretation or correction must be in writing, addressed to the Wake County Purchasing Director and must be delivered to the Wake County Purchasing Director no later than the time and date set for receipt of questions in order to be given consideration.

1.2 All such interpretations will be in the form of written Addenda to the Contract Documents. Any such addenda will be posted on both the Wake County Government’s website, www.wakegov.com, and the NC State Interactive Purchasing System website, www.ips.state.nc.us/ips/pubman.asp and e-mailed to all known document holders by the date listed in this document. It is solely the bidder’s responsibility to ascertain if any or all addenda have been received prior to bid being submitted.

1.3 In case any bidder fails to acknowledge receipt of any such addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgment of the receipt of the same.

1.4 No interpretation or correction except that which is provided in writing by the Wake County Purchasing Director will be binding. Prospective bidders are warned that no other source is authorized to give information concerning, or to explain or interpret the Contract Documents.

2. WAKE COUNTY PUBLIC SCHOOL SYSTEM (WCPSS) BOARD POLICIES

2.1 The contractor(s) is responsible for adhering to all WCPSS Board Policies as outlined in the LINK below.

www.wcpss.net/policy-files/

3. AWARD OF CONTRACT(s)

3.1 The initial Contract(s) will be for a three (3) year term with the option for multiple one (1) year renewals.

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3.2 The Contract(s) will not be awarded until the necessary investigations of the qualifications of the Bidders and the responsiveness of the Bids have been made. Such award will be made, or all Bids rejected within sixty (60) days after the date set for the receipt of the bids.

3.3 The Contract(s) will be awarded to the most qualified and responsible bidder submitting a responsive Bid for the TOTAL ANNUAL AMOUNT BID for all Bid Items in accordance with Bid Schedule No. 1 and No. 2, unless all bids are rejected or unless such Bid is disqualified.

3.4 The TOTAL ANNUAL AMOUNT BID shall be the correct summation of Bid Schedule No. 1 and No. 2. In the event of a discrepancy between a unit bid price, and the bid price for completing annually, the unit price and its correct extension shall govern.

3.5 Wake County shall have the right to reject any or all Bids and to award the contract(s) through private negotiations, based on the best interest of Wake County.

3.6 Wake County will not be liable for any costs in connection with the presentation and submission of any Bid whether responsive or not responsive, or submitted by any Bidder whether qualified or not qualified.

3.7 To be considered responsive:

a. The Bid must conform in all respects to the invitation to bid, and to the bidding instructions. Wake County may reject any Bid that contains omissions, alterations of form, additions not called for, conditions, limitations, unauthorized altered bids or other irregularities of any kind.

b. All Bid Items must be balanced and in proportion to each other and to the total amount Bid.

c. All individual Bid Items must be sufficient to allow the Contractor to perform the work.

d. The Bidder attended the Bidders Conference.

3.8 To be considered qualified, a Bidder must provide information to demonstrate, to the satisfaction of Wake County, as a minimum, that;

a. The Bidder has or is able to obtain adequate financial resources to meet its contract obligations and the ability to maintain such resources for the initial term of the Contract plus the additional terms.

b. The Bidder has or is able to obtain adequate equipment and tools to perform the services as required in the contract documents or the financial resources to obtain such equipment and supplies.

c. The Bidder has adequate technical and managerial experience to perform the services as demonstrated by successful performance at facilities of a similar size and type and by the submission of an adequate, balanced bid.

3.9 Wake County may waive any informalities or irregularities of bids.

3.10 Wake County will not accept conditional bids.

4. BIDDER'S CONFERENCE

4.1 Each Bidder must be represented at the Bidder's Conference at 10:00am on February 17, 2011 at the Wake County Public School System Facility, Building F, 1551 Rock Quarry Road, Raleigh, NC 27610, in order for their bid to be considered. **ATTENDANCE IS MANDATORY !!!** The last day to submit questions is Feb 18, 2011 no later than 5:00pm. The intent is to issue no addenda after Feb 23, 2011.

5. DEFINITIONS

Whenever used in the Invitation to bid, the following terms shall have the meanings indicated below:

- a) Addendum - A modification of the Bidding Instructions; Bid Bond; Bid Form; Agreement; General Conditions; Special Conditions or Specifications or any other contract documents issued by Wake County Government and Wake County Public Schools and distributed to prospective Bidders prior to the date and time set for the receipt of the bids.
- b) Bid - The written offer of a bidder to enter into the agreement(s) with Wake County.
- c) Bidder - Any individual, partnership, or corporation submitting a bid in accordance with the bidding instructions.
- d) Bid Form - The form on which the bids are submitted.
- e) Wake County Purchasing Director - The individual designated by Wake County and identified in the Invitation to bid or in an addendum authorized to solicit and receive or reject bids for contracts, to conduct the Bidder's Conference, to receive and answer any questions regarding the bidding documents, and to issue any addenda to the bidding documents.
- f) Bidding Instructions - The section describing the method of preparing and submitting bids and of awarding the contract together with other information of value to prospective bidders.

- g) Invitation For Bids - The written notice by Wake County inviting the submission of bids for this contract.
- h) Wake County - Wake County Government and Wake County Public School System.

6. DISQUALIFICATION

Wake County may disqualify an otherwise qualified Bidder for any reason but not limited to:

- a) Submission of more than one bid for the same services by an individual, firm, partnership, or corporation under the same or different names.
- b) Evidence of collusion among bidders.
- c) Previous participation in collusion while bidding to Wake County.
- d) Omission or falsification of information provided on the Bidder's Questionnaire.

7. EXECUTION OF CONTRACT

7.1 Within fourteen (14) calendar days after presentation of the prescribed documents for signature, the Bidder(s) to whom the contract(s) has been awarded shall execute and deliver to the Wake County the contract and the required evidence of insurance. These documents and evidence must be furnished, executed, and delivered before the Contract(s) will be executed by Wake County.

7.2 The Contract(s) shall not be binding upon Wake County until it has been executed by Wake County, and a copy of such fully executed Contract(s) is delivered to the Contractor.

7.3 Failure of the Bidder(s) whom the Contract(s) has been awarded to execute and deliver the Contract(s), and the required evidence of insurance within ten days after the prescribed documents are presented for signature shall be just cause for the annulment of the award.

8. INTERPRETATION OF ESTIMATED QUANTITIES

8.1 Wake County does not expressly or by implication represent that the actual quantities involved will correspond therewith, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities.

8.2 Wake County shall have the unilateral discretion to increase or decrease the actual quantities without invalidating any of the unit costs.

9. STARTUP

Work under this Contract is expected to begin on or about July 1, 2011.

10. TIME AND MANNER OF BID SUBMISSION

The Bid must be submitted in accordance with the following:

- a. All Bidding Documents must be returned to the Wake County Purchasing Director in a sealed, opaque envelope marked in the upper left hand corner with the bidder's name and address and addressed as follows with the Request for Proposal # enter in the address:

Tom Wester
Wake County Purchasing Director
Wake County Office Building – 9th Floor, Room 926
337 South Salisbury Street
Raleigh, NC 27601

- b. All blank bid items contained in the Bid Form must be completed.
- c. **The Bid must be received prior to 3:00 pm, March 3, 2011.**
- d. Any prospective bidder who decides not to submit a bid shall return all Bidding Documents in accordance with paragraph 12a.
- e. No late bids will be accepted regardless of methods of delivery.
- f. Pricing sheets must be placed in the front of the bidder's submittal.

11. WITHDRAWAL OF BIDS

11.1 No bid can be withdrawn after it is submitted unless the bidder makes the request in writing to the Wake County Purchasing Director, and such request is received before the day and time set for receipt of bids.

11.2 No bid can be withdrawn for a period of sixty days after the date and time set for receipt of bids.

BID FORM

DATE: _____

BIDDER: _____

To All Bidders:

The undersigned, as bidder hereby declares the only person interested in this bid as principal, or principals, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Contract(s) to entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the place where the work is to be performed; that it has examined the Bidders Instructions; Bid Form; Agreement; General Conditions; Special Conditions and Specifications and other contract documents and has read all of the Addenda furnished prior to the bid due date, has carefully examined the site of services and understands the conditions and restrictions under which the services must be provided and the time within which the services must be performed.

The Bidder agrees, if this bid is accepted, to contract in the form of contract(s) attached, to furnish all necessary tools, equipment, supplies, means of transportation, labor, management, supervision, direction, services and incidentals necessary to perform and complete within the time specified the services covered by this contract(s) and to furnish evidence of the required insurance.

The Bidder agrees to accept as full compensation for all services required completing the Contract(s), the prices named therefore in Bid Schedule No. 1 and Bid Schedule No. 2.

The Bidder further agrees not to withdraw this Bid for a period of sixty (60) days after the time and date set for receipt of bids.

Schedule No. 1 Bid Sheet for Wake County Public School System's Solid Waste Collection Services

Wake County Public School System
FY 2011 TRASH SERVICE SCHEDULE

8-Yard Trash Containers

# of Sites	# of Containers	Pick Ups Per Week	Price Per Week
7	1	2	
64	1	3	
13	1	4	
20	1	5	
0	2	1	
6	2	2	
24	2	3	
1	2	4	
9	2	5	
0	3	1	
2	3	2	
2	3	3	
1	3	4	
2	3	5	
0	4	1	
0	4	2	
2	4	3	
1	4	4	
2	4	5	
1	5	3	
1	7	1	

Total # of Sites	Total # of Containers
165	250

Cost For Additional
Pick up per
Container \$

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

Recyclable Cardboard Containers

170	1	1	
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Cost for additional pickups Recyclable Cardboard per Container \$

30-Yard Open Top Containers

Container Rental *	\$
Pick-up and Disposal Fee	\$

*Rent to be billed pro-rated based on delivery and removal dates.

All Costs:

- **Inclusive of all cost, i.e., fuel, direct labor, supervision, general and administrative overhead, taxes, insurance, profit, training and the cost of equipment that is normal and customary (Truck, uniforms, etc.)**
- **Applicable on an “on-site” basis and not a “portal-to-portal” basis for each item bid.**

Schedule No. 2 Bid Sheet for Wake County Government's Solid Waste Collection Services

Wake County Government
FY 2011 TRASH SERVICE SCHEDULE

8-Yard Trash Containers

# of Sites	# of Containers	Pick Ups Per Week	Price Per Week
25	1	1	
6	1	2	
2	2	2	
4	1	3	
1	1	5	
2	1	6	

30-Yard Trash Containers

# of Sites	# of Containers	Pick Ups Per Week	Price Per Week
2	1	1	

Container Rental*	
Pick-up and Disposal Fee	

*Rent to be billed pro-rated based on delivery and removal dates.

Total # of Sites	Total # of Containers
41	45

Cost For Additional
Pick up per
container \$

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

Recyclable Cardboard Containers

25	1	1	
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Cost for additional pickups Recyclable Cardboard per Container \$

All Costs:

- **Inclusive of all cost, i.e., fuel, direct labor, supervision, general and administrative overhead, taxes, insurance, profit, training and the cost of equipment that is normal and customary (Truck, uniforms, etc.)**
- **Applicable on an “on-site” basis and not a “portal-to-portal” basis for each item bid.**

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Summary Totals for Bid Schedule No. 1 and for Bid Schedule No. 2

Bid Schedule No. 1 - WCPSS

Total Maximum Annual Charge for Routine Services \$ _____ (Numbers) _____
(Words)

Bid Schedule No. 2 – Wake County Government

Total Maximum Annual Charge for Projects \$ _____ (Numbers) _____
(Words)

Grand Total for Bid Schedule # 1 and #2 \$ _____ (Numbers) _____
(Words)

BIDDERS QUESTIONNAIRE

1. Name of Company_____

2. Address_____

3. Area Code/ Phone Number_____/_____

4. Is your company a corporation_____, partnership_____, or individually owned_____?

If incorporated, in which state? _____.

5. Give names and titles of persons of authority in your organization. If partnership, list all partners.

6. What types of services do you provide other than recycling?

7. How long has your organization been in business under your present name?

_____.

Former names, if any _____

How long under former names? _____.

8. Affiliated companies (if parent company, list subsidiaries and divisions. If subsidiary or division, name of parent company, its principals and their addresses):

BIDDERS QUESTIONNAIRE - Continued

9. What are your craft labor affiliations? _____

10. Are there any judgments, suits or claims pending against your firm? _If so, submit brief details on a separate sheet and attach.

11. Are there any liens for labor or material filed on any of your work? _If so, submit brief details on a separate sheet and attach.

12. Please furnish the following:

- a. List the organizations or firms, their addresses, contacts, phone numbers, and approximate volume of recyclables serviced for all current customers in the Wake County area and a representative sample of all current customers. (see next page)
- b. List the organizations or firms, their addresses, contacts, phones numbers, and approximate volume of recyclables for all previous customers for whom your services have been discontinued for any reason within the past year. (see attached form)
- c. Any other information you would like considered, including bank and trade references.

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BIDDER: _____

CURRENT CUSTOMERS IN WAKE COUNTY GOVERNMENT AND PUBLIC SCHOOLS AREA AND REPRESENTATIVE SAMPLE OF ALL CURRENT CUSTOMERS

CUSTOMER	ADDRESS	PHONE	NAME/TITLE OF CONTACT	Volume/Commodity

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

BIDDER: _____

DISCONTINUED CUSTOMERS IN PREVIOUS 1 YEAR

CUSTOMER	ADDRESS	PHONE	NAME/TITLE OF CONTACT	Volume/Commodity

BIDDER: _____

CONFLICT OF INTEREST

All Bidders must disclose in the space provided below the name of any officer, director, or agent who is also an employee of Wake County. Further all bidders must disclose the name of any Wake County Government and Public Schools Employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches.

name interest or position amount of ownership

ACKNOWLEDGMENT OF ADDENDA

Addendum	Date	Signature
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____

BID SIGNATURE PAGE

THE OFFICERS OF THE CORPORATION ARE AS FOLLOWS:

PRESIDENT _____

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

The full names and residences of stockholders, persons, or firms interested in the foregoing bid, as principals, are as follows:

The undersigned hereby attests and affirms that the Bidding Documents have been read in detail by officers, employees, agents or representatives of the company named below; that the company named below is fully qualified and able to perform in accordance with the terms and conditions of these Bidding Documents; that he/she is an officer or employee of the company named below; that he/she is authorized to submit this Bid, and should Wake County Government and Public Schools accept this Bid, bind the company to the terms of these Bidding Documents.

BIDDER: _____
(Corporate Name)

(Mailing Address)

BY: _____ DATE: _____
(President)

ATTEST _____ DATE: _____
(Secretary)

State in which Chartered: _____

Registry with _____ Secretary of State DATE: _____
(if foreign)

AGREEMENTS

WAKE COUNTY PUBLIC SCHOOL SYSTEM

**WAKE COUNTY PUBLIC SCHOOLS
CONTRACT FOR CUSTODIAL SERVICES (includes Solid Waste & OCC Recycling)
CS 0000-00**

This contract for Custodial Services (the “Contract”) is made and entered into this 1st day of July, 2011, between Wake County, by and through its authorized agent the Wake County Board of Education (the “Owner”), 1551 Rock Quarry Road, Raleigh, NC 27610, and For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. The Provider hereby agrees to provide services to Owner as follows:
 - 1.1. As indicated in the Waste County School Trash Service Schedule Attached specifications.
2. Obligations of Owner.
 - 2.1. The Owner hereby agrees to compensate the Provider upon the satisfactory completion of the above described service(s) for the routine removal of Solid Waste and routine removal of Cardboard.
3. Term. The services described in the Contract will be provided from July 1, 2011 through June 30, 2012.
4. Termination for Convenience. The Owner may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the Owner to the Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by the Provider pursuant to this contract shall, at the request of the Owner be turned over to it and become its property. If the contract is terminated by the Owner in accordance with this section, the Owner will pay the Provider at the hourly rate for all services performed as of the date of termination.
5. Termination for Default. At any time, the Owner may terminate this contract immediately and without prior notice if provider is unable to meet goals and timetables or if the Owner is dissatisfied with the quality of services provided.
6. Terms and Methods of Payment. Provider shall submit to the Owner monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed. Such invoices shall be submitted within thirty (30) days of the rendering of services. The Owner shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to WCPSS Custodial Services Department, Mickey Fowler, 1551 Rock Quarry Road, Raleigh, N.C., 27610 for review and approval.
7. Contract Funding. It is understood and agreed between the Provider and the Owner that the Owner’s payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. Insurance. The Provider agrees to maintain \$1,000,000 in general liability, \$1,000,000 in professional liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by the

Provider to the Owner and shall contain the provision that the Owner be given 10 days' written notice of any intent to cancel or terminate by either the Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

9. Taxes. The Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
10. Monitoring and Auditing. The Provider shall cooperate with the Owner, or with any other person or agency as directed by the Owner, in monitoring, auditing, or investigating activities related to this Contract. The Provider shall permit the Owner to evaluate all activities conducted under this contract as dictated by the Owner. The Provider shall provide auditors retained by the Owner with access to any records and files related to the provision of services under this Contract. the Owner agrees that its auditors will maintain the confidentiality of any trade secrets of Provider accessed during an audit conducted under this Contract.
11. Lunsford Act. Provider acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.
12. Criminal Background Checks. The Provider shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Wake County Board of Education property or at Wake County Public School System events. The Provider shall provide documentation that criminal background checks were conducted on each of its employees prior to assignment to this project, and shall not assign to this project any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. The Owner reserves the right to prohibit any individual employee of Provider from providing services on Wake County Board of Education property or at Wake County Public School System events if the Owner determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
13. Indemnification. Provider shall indemnify, defend and hold harmless the Owner, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Provider, its agents and/or employees, including but not

limited to court costs and attorney's fees incurred by Provider in connection with the defense of said matters.

14. Relationship of Parties. The Provider shall be an Independent Contractor of the Owner and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Provider be construed as an employee, agent or principal of the Owner.
15. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. Provider represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Provider shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States.
16. Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of Education has adopted policies governing conduct on all property owned by the Board of Education and leased to Wake County, and agrees to abide by any and all relevant board policies while on its property. The Provider acknowledges that it has received copies of and will abide by the following Wake County Board of Education policies:
 - Policy 2212: Prohibited Conduct on School Property and at School Events
 - Policy 2302: Weapons Prohibited on School Property
 - Policy 2305: Code of Ethics and Standard of Conduct
 - Policy 2306: Drug and Alcohol Testing of Commercial Motor Vehicle Operators
 - Policy 2307: Drug-Free Workplace Environment
 - Policy 2308: Tobacco-Free Environment
 - Policy 2321: Conduct of Employees Toward Students
 - Policy 2334: Registered Sex Offenders
17. Assignment. The Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the Owner.
18. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the Owner and the Provider.
19. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
20. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract. This document, the purchase order, if any, used in connection herewith and any other document incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract.
21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

WAKE COUNTY, BY AND THROUGH ITS AUTHORIZED AGENT THE WAKE COUNTY BOARD
OF EDUCATION

By: _____ (Seal)
Board Chairman

By: _____
Secretary

[Corporate]

By: _____
President's Name

Attest: _____
Corporate Secretary

[Corporate]

WAKE COUNTY GOVERNMENT

THIS AGREEMENT, dated _____, by and between Wake County Government hereinafter referred to as "Wake County".

and _____,

hereinafter referred to as The Contractor, a firm incorporated under the laws of the state of North Carolina, and having an

office at _____

_____.

WITNESSED: WHEREAS, Wake County Government is desirous of securing the collection and disposal of solid waste and cardboard for _____; and

WHEREAS, The Contractor has an organization for the performance of such services:

NOW, THEREFORE, The parties hereto mutually agree as follows:

The Contractor shall perform solid waste and cardboard recycling and related services, hereinafter referred to as the Services, set forth in the Contract Documents in full and complete accordance with the Contract Documents.

It is understood and agreed by the parties that The Contractor is retained as an independent contractor, and in no event shall any employee hired by The Contractor be or be considered an employee of Wake County. Nothing in neither this Agreement nor any conduct of the parties pursuant hereto create or shall be deemed or intended to create a partnership, co-venture, joint venture or joint undertaking of the parties.

Matters governing the terms and conditions of employment of the employees of The Contractor are entirely within the cognizance of The Contractor. Wake County Government shall have no right to control any of the actions of the employees of The Contractor, except as provided herein.

Headings are inserted for convenience of the parties and shall not be deemed to affect the content thereof.

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

The initial Contract(s) will be for a three (3) year term with the option for multiple one (1) year renewals at the sole discretion of Wake County. In the event Wake County Government elects to exercise any one or more of the said options, The Contractor will be notified in writing at least sixty (60) calendar days prior to the commencement of the additional one-year term involved, and The Contractor shall accept or reject, in writing, said extension within fourteen (14) calendar days after receipt of said notice.

The Contractor shall not commence any services nor shall it enter the premises until he has received a written Notice to Proceed.

The following documents are "Contract Documents" and constitute the entire agreement between the parties, which agreement and the mutual obligation thereunder is referred to herein as the "Contract". The documents are listed in order of priority and, in the event of inconsistency between documents; the document listed first in this sequence shall govern:

1. Amendments/Addenda to this Contract
2. This Agreement between Wake County Government and The Contractor.
3. General Conditions
4. Special Conditions
5. Specifications
6. Bid Form

All Notices required, necessary or desired to be given pursuant to this Agreement shall be in writing and shall be effective when hand delivered against receipt or on the third day following the date upon which such notice is deposited, postage prepaid, in the United States Mail, certified return receipt requested and addressed as follows:

if to Wake County: _____

ATTN: Wake County General Services Administrator

if to The Contractor: _____

ATTN: _____

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals.

Wake County

BY:

TITLE:

DATE:

WITNESS:

CONTRACTOR

FIRM:

BY:

TITLE:

DATE:

WITNESS:

GENERAL CONDITIONS

1. ADVERTISING

In submitting a bid, the offerer agrees not to use the results as part of any commercial advertising without the prior approval of Wake County.

2. AMENDMENT

2.1 Any changes, additions, deletions or modifications of any type to the Bid Form; Agreement; or General Conditions or any modifications to the Special Conditions or Specifications that affect the Contract price shall be made only by written Amendment including the change in the Contract price and signed by the Contractor and Wake County.

2.2 The Contract Administrator shall have the unilateral right to make modifications in the Special Conditions of Specifications if such modifications do not affect the Contract price. Such changes shall be made only by written notification from the Contract Administrator to the Contractor. Should the Contractor fail to protest such modifications within seven (7) calendar days after receipt of notice from the Contract Administrator, then the Contract Documents shall be amended without any change in Contract price.

3. APPLICABLE LAW

3.1 The validity, performance, interpretation and effect of this Contract shall be governed by the laws of the State of North Carolina and Wake County.

3.2 The Contractor shall comply with the provisions of all applicable Federal, State, County and local laws, ordinances, regulations, and codes, but not limited to The Contractor's obligations as an employer with regard to health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in The Contractor's performance of this Contract.

4. ASSIGNMENT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this contract, or any portion thereof, or his right, title, or interest therein, without the consent of Wake County. There shall be no assignment or subcontract of this Contract by either party without the written consent of the other, and any such attempted assignment or subcontract shall be void.

5. CLAIMS

The Contractor shall take every precaution necessary against injuring or damaging Wake County's personnel or property, and shall, upon prompt written notice from Wake County, reimburse Wake County Government for such injury or damage. This section creates rights in addition to, and shall in no way affect or diminish or impose any procedural restrictions on Wake County's rights under any other section in the General Conditions or any other Contract Documents.

6. EMPLOYMENT OF NON-DOCUMENTED WORKERS

The Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal Government.

7. EXISTING UTILITIES AND STRUCTURES

The Contractor shall establish and maintain procedures and controls adequate to protect the Services, Wake County's property and adjacent property.

8. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, governmental regulations superimposed after the act, earthquakes or other causes beyond the reasonable control of such party. In the event of any occurrence which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party.

9. INSURANCE

9.1 The Contractor shall obtain, pay for, and keep in force, the following minimum insurance. Prior to awarding this contract the Contractor shall furnish certificates providing that such insurance is in effect and provide that the carrier will give Wake County at least thirty (30) days written notice of any material change in or cancellation of such insurance. All insurance must remain in effect for the duration of the contract. All insurance and bonds shall be secured from companies licensed to do business in the State of North Carolina, and shall be counter-signed by a licensed resident agent.

9.2 Wake County Government Specific Worker's Compensation: Insurance required by the laws of North Carolina, covering all the contractor's employees engaged in any work herein. Coverage A - Statutory - State of North Carolina and Coverage B - Employers Liability - \$500,000 Each Accident, \$500,000 disease policy limit, and \$500,000 disease each employee.

9.3 Wake County Government Specific Commercial General Liability: Combined single limits for property damage and bodily in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. This coverage shall include contractual liability. Wake County Government and Public Schools shall be named as additional insured.

9.4 Wake County Government Specific Automobile Liability: Combined single limits of no less than \$500,000 per occurrence. This shall cover any vehicles including hired and non-owned.

9.5 Wake County Government Specific Umbrella or Excess Liability: \$1,000,000 excess commercial general liability, auto liability, and employer's liability.

9.6 The Contractor shall notify Wake County immediately of any injuries and damages to a person or property in any way arising out of performance of duty under this

contract. No claims for which Wake County Government may be charged with the obligation of payment or reimbursement shall be filed by the Contractor without written permission from Wake County.

9.7 Wake County Public School System (WCPSS) Specific Insurance

Requirements: Before delivery of equipment, the contractor shall obtain from an insurance company duly authorized to do business in North Carolina, insurance as follows:

- a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's a. Compensation laws. Employer's Liability - At least

Part A Bodily Injury	Statutory Limits
Part B By Accident	\$500,000 each accident
By Disease	\$500,000 policy limit
	\$500,000 each employee
- b. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:
Occurrence:

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000
- c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

9.8. The successful bidder agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees.

10. INDEMNIFICATION

10.1 To the fullest extent permitted by law, The Contractor shall indemnify and hold harmless Wake County, its commissioners, administrators, officers, employees and agents, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Contract or lack thereof, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is

caused in whole or part by any alleged or actual negligence or willful conduct of The Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

The Contractor shall save harmless Wake County, its commissioners, administrators, officers, employees and agents, from and indemnify it and them against all claims, liens and suits for labor and material furnished by The Contractor. The Contractor shall defend on behalf of Wake County, its directors, officers, employees and agents, any suits jointly against The Contractor and Wake County, against Wake County Government alone, or against any director, officer, employee or agent of Wake County, for or arising out of any or all of the aforesaid causes. The Contractor shall be liable to Wake County Government for consequential damages, costs, loss of revenue or loss of profit resulting from Contractor's negligence in the performance of the Services.

10.2 In any and all claims against Wake County Government or any of its commissioners, administrators, officers, employees or agents by any employee of The Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for The Contractor or any damages, or any Subcontractor under worker's compensation acts, employer's liability acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by executive order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and implementing of rules and regulations prescribed by the Secretary of Labor shall be adhered to by all vendors wishing to obtain contracts with the Wake County.

12. NON-WAIVER

Failure of The Contract Administrator during the progress of the Services to discover or reject unacceptable Services, or Services not in accordance with the Contract, shall not be deemed an acceptance thereof nor a waiver of Wake County's right to a proper performance of the Contract or any part of it by The Contractor.

13. OTHER CONTRACTS

Wake County shall have the right to award other contracts for additional Services, and The Contractor shall fully cooperate with such other contractors and shall fit its own schedule to that provided under other contracts. The Contractor shall have no claim against Wake County for additional payment due to delays or other conditions created by the operation of other contractors. The Contract Administrator will decide the respective rights of the various contractors in order to secure the completion of the Services.

14. PERMITS, LICENSES AND FEES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the Services. All cost thereof shall be deemed to be included in the prices proposed for the Services.

15. ROYALTIES

The Contractor shall pay all royalties and licenses for any patented or copyrighted items used in the performance of the Services.

16. SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Contract, such unenforceability shall not affect any other provision of this Contract but this Contract shall be construed as if such unenforceable provisions had never been contained herein.

17. SUCCESSORS AND ASSIGNS

17.1 The Contractor shall not assign the Contract or any interest herein or any monies due or to become due hereunder.

17.2 Wake County and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Contract for any or all locations covered by this Contract. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Contract assigned and the assignee shall assume all such rights, titles, interests and obligations.

18. TERMINATION

18.1 Wake County shall have the right, at its sole option and discretion, to terminate this Contract(s) at any time without any default on the part of The Contractor by giving written notice to The Contractor at least thirty (30) days prior to the effective date of termination.

18.2 Wake County shall have the right to terminate this Contract(s) immediately by Written Notice to The Contractor if The Contractor fails to execute the Services promptly and to Wake County's satisfaction, or fails to perform any obligation imposed by any provision of this Contract(s). In the event of termination for default, Wake County has against The Contractor all remedies provided by law and equity.

18. TERMINATION - Continued

18.3 The Contractor at its sole option and discretion shall have the right to terminate this Contract at any time by giving written notice to Wake County at least (60) sixty days prior to the effective date of termination.

18.4 In the event of termination of this Contract(s) by either party, The Contractor shall terminate all Services under this Contract(s) to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such Services and be compensated only for such Services as may be necessary as determined by The Contract Administrator to preserve the Services in progress and to protect the facility of Wake County. Wake County may then proceed with the remainder of the Services in any lawful manner which it may elect.

18.5 In the event of termination or reduction in the scope of Services by Wake County, Wake County shall pay The Contractor for all Services satisfactorily performed up to the effective date of termination or reduction in the contract performance specifications, in accordance with the prices included in Bid Schedule No. 1 and Bid Schedule No. 2 less all partial payments made on account prior to the effective date of termination or reduction in the scope of Services.

18.6 Upon termination as above, The Contract Administrator shall make final determination of the amount due The Contractor for Services performed. Upon reduction in the contract performance specifications, The Contract Administrator and The Contractor shall negotiate in good faith to arrive at a revised Contract(s) price for Bid Schedule No. 1 and Bid Schedule No. 2.

19. TIME OF THE ESSENCE

19.1 For all requests made by Wake County to this Contract(s), time is of the essence. The acceptance of a late performance, with or without objections or reservations by Wake County, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements of timely performance of any obligations remaining to be performed.

19.2 If The Contractor fails to perform the Services in a timely manner, or if in the judgment of The Contract Administrator, The Contractor's methods are not adequate to assure completion of the Services per the allotted schedule, The Contract Administrator may direct The Contractor at no additional cost to Wake County to revise its work schedules to ensure completion of the Services.

19.3 If the Contractor is prevented from complying with stated time limits or time intervals by causes beyond its control, then the time limit or interval shall be extended for such reasonable time as Wake County may decide. The Contractor's request for such extension shall be made within five (5) calendar days from the beginning of causes thereof. In case of a continuing cause of delay, only one claim is necessary.

20. WAIVER OF BREACH

The waiver by Wake County of a breach of any provision of this Contract(s) by The Contractor shall not operate or be construed as a waiver by Wake County of any subsequent breach by The Contractor.

SPECIAL CONDITIONS

WAKE COUNTY PUBLIC SCHOOL SYSTEM GENERAL CONTRACT TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION:** Wake County Public School System reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
2. **TIME FOR CONSIDERATION:** Preference may be given to proposals allowing not less than 30 days for consideration and acceptance.
3. **TAXES:** No taxes shall be included in any bid prices.
4. **RESALE PRICE MAINTENANCE:** The State of North Carolina has no Fair Trade law, and this or any other type of resale price maintenance exercised in prices offered will be subject to appropriate legal remedies.
5. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. **CONDITION AND PACKAGING:** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
7. **PERFORMANCE AND DEFAULT:** Wake County Public School System reserves the right to require performance bond from successful bidder, as provided by law, without expense to the Wake County Public School System. Otherwise, in case of default of the contractor Wake County Public School System may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
8. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Each individual sample must be labeled with bidder's name and item number.
9. **MANUFACTURERS' NAMES:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.
10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet(s).
11. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriter's Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
13. **TRADE DISCOUNTS:** Trade discounts, when quoted, should be reduced to a single percentage, for example instead of 50, 10, and 5 percent, the discounts should be stated as 57 1/4%.
14. **AWARD AND PAYMENT:** As directed by statute, qualified proposals will be evaluated and acceptance made of

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

the lowest and best proposal(s) determined most advantageous. Acceptance is to be confirmed by purchase order(s) issued by Wake County Public School System, including shipping and billing instructions; Wake County Public School System is responsible for all payments under the award, to be based on the contract price(s) in effect on the date order is placed. Wake County Public School System reserves the right to reject any and all bids.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify Wake County Public School System at once, indicating in his letter the specific regulation which required such alterations. Wake County Public School System reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **AGENTS:** Bids signed by an Agent are to be accompanied by evidence of this authority.

17. **INSURANCE:** Before delivery of equipment, the contractor shall obtain from an insurance company duly authorized to do business in North Carolina, insurance as follows:

Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's a. Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

b. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Wake County Board of Education is listed as additional insured on general liability.

e. The successful bidder agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees.

18. **PATENTS:** The contractor shall hold and save the Wake County Public School System, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

19. **ADVERTISING:** In submitting his proposal, bidder agrees not to use the results therefrom as part of any commercial advertising without prior approval of the Wake County Public School System.

20. **LIST OF BIDDERS:** Prospective bidders may be included on or removed from bid lists after taking into consideration responsiveness as a bidder and other factors as listed in the North Carolina Administrative Code, Section 5B.0302.

21. **PATENT AND COPYRIGHT INDEMNITY:** VENDOR will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against customers in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following (1) that VENDOR shall be notified promptly in writing by Customer of any such claim; (2) that VENDOR shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with VENDOR in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the VENDOR or from the use or combination of products provided by the VENDOR with products provided by the Customer or by others; and (5) should such product(s) become, or in the VENDOR'S opinion likely to become, the subject of such claim of infringement, then Customer shall permit VENDOR, at VENDOR'S option and expense, either (a) to procure for Customer the right to continue using the product(s), or (b) replace or modify the same so that it becomes noninfringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the VENDOR for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

22. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to Wake County Public School System for the purpose set forth in this agreement. (NCGS 143-34.2)

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

23. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity construction, interpretation and enforcement shall be determined.
24. **GOVERNING LAWS:** All contracts, transactions, agreements, etc. are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
25. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
26. **LUNS福德 ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“contractual personnel”) who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For the Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider’s expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
27. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency’s internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

Non-EP T&C

November 2010

1. CHANGES TO CONTRACT DOCUMENTS

1.1 Any changes, additions, deletions or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by The Contractor and Wake County.

1.3 Wake County may from time to time, without invalidating the Contract(s), modify the Contract(s) by adding, deleting or changing areas to the Contract(s); by adding, deleting or changing usage or space; by adding, deleting or changing Routine Services; by adding deleting or changing Special Conditions; or by adding, deleting

or changing Specifications. All such changes shall be ordered by means of a Written Change Order. Any changes in the Compensation to The Contractor resulting from such Change Orders shall be agreed upon by Wake County and The Contractor.

2. CONTRACT ADMINISTRATOR

2.1 Wake County shall designate an employee of Wake County as Contract Administrator who shall act on behalf of Wake County with respect to all aspects of this Contract(s). Wake County Government shall designate The Contract Administrator in writing within ten (10) Calendar days after the execution of this Contract(s) and shall promptly notify The Contractor in writing if The Contract Administrator is changed.

2.2 The administration of this Contract(s) is vested wholly in The Contract Administrator. The Contract Administrator shall have complete authority to require The Contractor to comply with all provisions of this Contract(s). The Contractor shall strictly and promptly follow the instructions of The Contract Administrator in every case. The Contract Administrator's decision upon all questions, claims and disputes will be final and conclusive upon the parties of the Contract(s). The Contract Administrator shall exercise any discretionary authority in a reasonable manner.

2.3 The Contractor shall provide The Contract Administrator free and easy access to inspect and measure the manner and progress of the Services at all times and to inspect the types and quantities of tools, equipment, supplies and all other materials used in the performance of the Services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the Services or employees of The Contractor, but to assure that all Services meet the requirements of the Contract(s).

2.4 The Contract Administrator shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, supplies and all other materials and methods and procedures used in the performance of the Services with regard to the requirements included herein. The Contract Administrator shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract(s) on the part of The Contractor.

2.5 The Contract Administrator will determine the amount and quality of the several kinds of Services performed and materials furnished which are to be paid for under this Contract(s).

2.6 The Contract Administrator shall have the authority to require The Contractor to make temporary changes if such changes do not affect the unit prices contained in BID SCHEDULE NO. 1, and BID SCHEDULE NO. 2. Such temporary changes shall not affect the amount of payment to The Contractor.

2.7 Any advice provided to The Contractor by The Contract Administrator shall in no way be construed as binding upon Wake County, or release The Contractor from fulfilling the provisions of the Contract(s).

3. COMPENSATION ESCALATION FOR ADDITIONAL CONTRACT TERMS

3.1 In the event Wake County elects to exercise any of its options to extend this Contract(s) beyond its initial three year term, the rates in Bid Schedule No. 1 and Bid Schedule No. 2 may be adjusted, once agreed upon by Wake County and Contractor.

4. CONTRACTOR'S ACCESS

4.1 Access routes, entrance gates or doors, parking and storage areas, etc. and any imposed time limitations on The Contractor shall be designated by The Contract Administrator. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. All security doors, both internal and external, will be locked by The Contractor before leaving any facility, as specified.

4.2 The Contractor shall ensure that under no circumstances shall any of the employees of The Contractor enter or move upon any area not authorized by The Contract Administrator for access by The Contractor.

4.3 Wake County shall give Contractor's personnel reasonable access to the areas where the Services are to be performed to the extent necessary or appropriate for the performance of said Services hereunder subject, however, to Wake County's security and safety rules and regulations. Wake County shall arrange for access to buildings.

5. DISCLOSURE OF INFORMATION

5.1 The Contractor agrees that it will not during or after the term of this Contract(s) disclose any proprietary information or confidential business information of Wake County, including but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of Wake County. Such confidential or proprietary information received by The Contractor shall be used by it exclusively in connection with the performance of the Services.

5.2 The Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by Contractor hereunder or mentioning or implying the name of Wake County, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of Wake County.

6. Holidays

Wake County observes eleven (11) annual holidays. Wake County shall have the right to require the performance of the Services on holidays observed by Wake County and/or the Contractor. Is this at additional cost?

7. Non-Performance of Services

Services shall be considered not to have been performed when, in the judgment of The Contract Administrator, any one or more of the following conditions exist:

- a. Failure to provide the number of trained and qualified staff.
- b. Failure to assign qualified substitute staff as replacements and/or as needed.
- c. Failure to maintain complete records.

- d. Failure to remove any employee immediately upon Wake County's request.
- e. Failure to furnish equipment and material necessary for the performance of the services under this Agreement.
- f. Failure to deliver contract-specified deliverables in a prompt and timely manner as specified in other sections of this contract.
- g. Failure to provide accurate and error-free invoices.

In the event of non-performance of Services by The Contractor, Wake County shall have the right to exercise any one or combination thereof of the following options:

- a. The Contractor shall correct such item of non-performance within the time specified by Wake County.
- b. Wake County shall correct the item of non-performance by using another Contractor, or by any means it deems necessary and reasonable. Direct cost incurred by Wake County for the correction of the item of non-performance including a reasonable amount for the cost of the time of the employees of Wake County involved in such correction shall be deducted from payments made to The Contractor.
 - b. Should the non-performance remain uncorrected, Wake County shall make a deduction from payments to The Contractor.

9. PERFORMANCE OF THE SERVICES

The Contractor shall be responsible for the complete and timely performance of all the Services under this Contract and for all manner and type of tools, equipment, supplies and materials of every description required to successfully perform all Services under this Contract.

10. SCAVENGING

The Contractor shall develop, implement and maintain adequate procedures and checks to insure that no employee of The Contractor scavenges.

11. PERSONNEL

11.1 The Contractor shall provide an adequate number of trained, qualified personnel capable of performing the Services in accordance with the CONTRACT PERFORMANCE SPECIFICATIONS.

11.2 It is understood and agreed by Wake County and The Contractor that The Contractor is retained as an independent contractor and in no event shall any employee hired by The Contractor be or be considered an employee of Wake County.

12. SPECIFICATIONS

12.1 Specifications showing general outlines and details necessary for a comprehensive understanding of the Services form a part of the Contract Documents. All Services under the Contract shall be performed in all respects in strict compliance with the requirements of the Specifications.

12.2 The Specifications and all other provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

13. SECURITY AND IDENTIFICATION

13.1 The Contractor shall take all measures necessary to comply and to ensure the employees of Contractor comply with the security rules and regulations of Wake County Government and Wake County Public School System and all applicable Federal, State and local rules, laws and regulations.

13.2 Employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on or off Wake County's premises, and shall not use alcohol on Wake County's premises nor preceding their work shift when to do so would in any way affect the performance of the Services.

13.3 The Contractor shall remove from service on the premises of Wake County any employee of The Contractor who, in the opinion of Wake County is not performing the Services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of Wake County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Contractor.

13.4 The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, storage containers, etc. or entering into any area unless required in the performance of the Services.

13.5 The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of The Contractor complies with all applicable provisions of the Contract and all site rules and practices of Wake County.

14. INVOICES

14.1 The Contractor shall submit monthly invoices. The invoice will have a summary page for the total amount due and a detail page showing the cost of service per commodity by building. **The County will provide the required billing/reporting format prior to contract start-up.**

14.2 Properly documented, substantiated invoices shall be payable within thirty (30) days after approval by The Contract Administrator. Those invoices not acceptable to The Contract Administrator shall be returned to The Contractor for correction and subsequent re-submittal for payment.

15. TELEPHONE / PAGER SERVICE

15.1 The Contractor shall provide the necessary contact information to prevent service interruptions and to respond to requests from Wake County in a timely manner.

16. 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.**

PERFORMANCE SPECIFICATIONS

1. WCPSS SOLID WASTE AND RECYCLING SPECIFICATIONS

- a. The contractor of solid waste services will own and maintain all containers.
- b. All doors and lids and drain plugs will be kept in operable condition.
- c. All containers will be inspected a minimum of twice per school year. The containers will be repaired, steam cleaned and painted as needed and decals replaced as necessary. Request for container service (change-out) shall be completed within 48 hours.
- d. Wake County may request and receive reduced service with appropriate reduction in fees. No pickups at school sites during the week of holiday break in December, and one week in July (dates to be provided when established) for either waste or cardboard service.
- e. The Form of Proposal is to reflect the unit price per container including rental maintenance. The vendor shall be responsible for paying all fees (including landfill fees), royalties, insurance premiums, etc., as required by law to fulfill the contract(s) based on the total number of containers. They shall also secure and pay all licenses and permits required by law before and during the course of work.
- f. Where local ordinances require enclosures, the driver will open all enclosures and correctly replace the containers. At School sites, school personnel will be responsible for closing gates. All standard 8-yard containers should be front loading with lightweight fiberglass tops.
- g. The contractor shall provide the signs/decals for the containers located at Wake County School Sites, as needed, stating:

“PRIVATE CONTAINER FOR SCHOOL USE ONLY
VIOLATORS SUBJECT TO PROSECUTION”

or

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

“RECYCLEABLE CARDBOARD ONLY”

All signs/decals shall be changed after containers are painted.

- h. Prices bid will be firm for the first year of the contract. Any future price adjustments require prior approval by Wake County.
- i. If schools are closed to students during school year for renovations, upon notification by WCPSS, containers are to be removed from site until notification to replace and return service is given. Appropriate reductions in fee will be given during this period.
- j. Wake County reserves the right to add or remove number of containers and number of pick-ups when it is in the best interest of the County.
- k. It is the general intent to award the solid waste and cardboard recycling bid together. The County reserves the right to award separately if in the best interest of the County.
- l. As new sites are added, unit pricing in effect at the time will be used to expand the scope of the contract.
- m. The successful bidder will provide one (1) point of contact to the Wake County Public School System, and one (1) to Wake County Government – each serving as an account manager as well as a point of contact for emergency service or repair issues.
- n. The successful bidder will provide, at no additional cost, consulting services for solid waste management and recycling programs.
- o. The successful bidder will provide a written schedule of pick-up days, by location, per the schedule established by the County. All schedules are tentative and subject to change based on school needs.

Wake County Public School					
Apex Elementary	YR	27502		Zebulon Middle	27597
Apex High		27502		Hunter Elementary	27601

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

Apex Middle	27502	Ligon Middle	27601
Baucom Elementary YR	27502	Moore Square Museum MC	27601
Olive Chapel Elementary YR	27502	Washington Elementary	27601
Adams Elementary YR	27511	Bank Road Elem.	27603
Briarcliff Elementary	27511	Smith Elementary	27603
Cary Elementary	27511	Vance Elementary YR	27603
Cary High	27511	Brentwood Elementary	27604
East Cary Middle YR	27511	Conn Elementary	27604
Farmington Woods Elementary	27511	East Wake Middle YR	27604
Kingswood Elementary	27513	Broughton High	27605
Northwoods Elementary	27513	Partnership Primary MC	27605
Reedy Creek Elementary	27513	Wiley Elementary	27605
Reedy Creek Middle	27513	Athens Dr. High	27606
Weatherstone Elementary	27513	Centennial Campus MC	27606
West Cary Middle	27513	Centennial Campus Friday Ct.	27606
Penny Rd Elementary	27518	Combs Elementary	27606
Altson Ridge Elem YR	27519	Dillard Dr Elementary	27606
Carpenter Elementary YR	27519	Dillard Dr Middle	27606
Davis Drive Elementary	27519	Oak Grove Elementary YR	27606
Davis Drive Middle	27519	Swift Creek Elementary	27606
Green Hope Elementary YR	27519	Yates Mill Elementary	27606
Green Hope High	27519	Lacy Elementary	27607
Highcroft Elementary YR	27519	Martin Middle	27607
Mills Park Elementary YR	27519	Mt Vernon Redirection	27607
Mills Park Middle	27519	Olds Elementary	27607
Panther Creek High	27519	Daniels Middle	27608
Turner Creek Elementary YR	27519	Joyner Elementary	27608
Laurel Park Elementary YR	27523	Noble Rd Administration	27608
Salem Elementary YR	27523	Underwood Elementary	27608
Salem Middle YR	27523	Brooks Museum Magnet	27609
Ballentine Elementary YR	27526	Carroll Middle	27609
Fuquay Varina Elementary	27526	Douglas Elementary	27609
Fuquay Varina High	27526	Green Elementary YR	27609
Fuquay Varina Middle	27526	Millbrook Elementary	27609
Herbert Akin Elem.	27526	Root Elementary	27609
Lincoln Heights Elementary	27526	Sanderson High	27609
Aversboro Elementary	27529	Wake County School Office	27609
Creech Rd Elementary	27529	Barwell Road Elem YR	27610
East Garner Elementary YR	27529	Bugg Elementary	27610
East Garner Middle	27529	Carnage Middle	27610
Garner High	27529	Enloe High	27610
North Garner Middle YR	27529	Fuller Elementary	27610
Rand Rd Elementary YR	27529	Longview School	27610
Timber Dr. Elementary YR	27529	Phillips High	27610
Vandora Springs Elementary	27529	Poe Elementary	27610
Lufkin Road Middle YR	27539	Powell Elementary	27610
Middle Creek Elementary YR	27539	River Oaks Middle	27610
Middle Creek High	27539	Rock Quarry Rd M&O	27610
West Lake Elementary YR	27539	Southeast Raleigh High MC	27610
West Lake Middle YR	27539	Jeffreys Grove Elementary	27612

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

Holly Grove Elementary YR	27540	Lynn Rd Elementary	27612
Holly Grove Middle YR	27540	Stough Elementary	27612
Holly Ridge Elementary	27540	York Elementary	27612
Holly Ridge Middle	27540	Hilburn Dr Elementary	27613
Holly Springs Elementary YR	27540	Leesville Elementary YR & Mid	27613
Holly Springs High	27540	Leesville High	27613
Forestville Elementary	27545	Sycamore Creek YR	27613
Hodge Rd Elementary YR	27545	Brassfield Elementary YR	27614
Knightdale Elementary YR	27545	Durant Rd Elementary YR	27614
Knightdale High	27545	Durant Rd Middle YR	27614
Lockhart Elementary YR	27545	Forest Pines Dr. Elem	27614
Cedar Forks Elementary	27560	North Forest Pines YR	27614
Morrisville Elementary YR	27560	Pleasant Union Elementary YR	27614
Rolesville Elementary	27571	Wakefield Elementary YR	27614
Sanford Creek Elementary YR	27571	Wakefield High	27614
Heritage High	27585	Wakefield Middle	27614
Heritage Elementary YR	27587	Baileywick Elementary	27615
Heritage Middle YR	27587	Lead Mine Elementary	27615
Jones Dairy Elementary YR	27587	Millbrook High	27615
Wake Forest Elementary	27587	North Ridge Elementary	27615
Wake Forest High	27587	West Millbrook Middle	27615
Wake Forest Middle	27587	East Millbrook Middle	27616
Wakefield High 9th Gr. Ct. WD	27587	Fox Rd Elementary	27616
Carver Elementary MC	27591	Harris Creek Elem, YR	27616
East Wake High	27591	River Bend MOD. YR	27616
Lake Myra Elem.	27591	Wilburn Elementary YR	27616
Wendell Elementary	27591	Wildwood Forest Elementary	27616
Wendell Middle	27591	Brier Creek Elem YR	27617
Willow Springs Elementary YR	27592	Boylan Heights Elementary	27603
Wakelon Elem	27597	DUBOIS -- WFH 9TH GRADE CT.	27587
Zebulon Elementary	27597		

Wake County Government			
Eva H. Perry Library	27502	Cornerstone	27603
Cary Public Library	27511	General Services Center	27603
High House	27511	Hammond Road Annex	27603
West Regional Library	27519	Hammond Road Center 1B	27603
Fuquay Varina Public Library	27526	Bannister Warehouse	27603
Southern Regional Center	27526	Green Road Library	27604
Law Enforcement Training Center	27529	Cameron Village	27605
Southeast Regional Library	27529	North Regional Library	27605
Crowder Park	27539	Yates Mill Regional Park	27606
Fire Arms Edu & Rec. Ctr.	27540	Community Services Bldg.	27608
Holly Spring Library & Cultural Center	27540	Alcohol Treatment Center	27610

Wake County Government and Wake County Public School System – Solid Waste & Cardboard Recycling Collection

East Regional Library	27545	Animal Control Shelter	27610
Lake Crabtree	27560	Commons Building	27610
Harris Lake Park	27562	Library Administration	27610
North Regional Center	27587	Oakview Farm History Center	27610
Wake Forest Public Library	27587	Human Services Sunnybrook	27610
Wendell Public Library	27591	Agriculture Services Bldg.	27610
Eastern Regional Center	27597	Richard B. Harrison Library	27610
Zebulon Public Library	27597	Rural Economic Center	27610
Marbles Museum	27601	Human Services Swinburne	27610
Crosby Garfield Center	27601	South Raleigh Library	27610
Imax Theatre	27601	West Popular Library	27612
A.A. Thompson	27601	Leesville Public Library	27613
Public Safety Center	27601	Field Services Center	27614
South Wilmington St. Center	27601	Blue Jay Point Park	27614
Court House	27602	Human Services	27616
Wake County Office Building	27602		