



REQUEST FOR PROPOSAL #21-013

This Request for Proposal (RFP) is to provide Hauling and Operational Services for the Wake County Convenience Center System

Proposals are due before 3:00 PM, March 16, 2021

Deliver Proposals To: Tom Wester – Room 2900

Wake County Government Purchasing Department

Wake County Justice Center

301 S. McDowell Street

Raleigh, NC 27601

Late proposals, regardless of delivery means, will not be accepted!

No fax or e-mail proposals accepted.

Bidder to submit one (1) original and five (5) copies of the proposal
and one (1) copy on CD or USB flash drive.

REQUEST FOR PROPOSALS #21-013

**Wake County Government
Department of Environmental Services
WAKE COUNTY, NORTH CAROLINA**

Proposal Title: RFP – Hauling and Operational Services for the Wake County Convenience Center System

The Wake County Government Department of Environmental Services (hereinafter referred to as Wake County) are requesting proposals for the collection and hauling of refuse, recyclables, and other materials from Wake County's eleven Convenience Centers. Vendors are requested to submit pricing to supply labor, collection containers, hauling services, and processing of recyclable materials from Wake County residents. Vendors have the option of submitting pricing for the hauling component, the operational services component, or for both components. The purpose of this document is to specify the Wake County's service requirements and to solicit proposals from qualified vendors. Direct inquiries for information should be sent via e-mail to: Tom Wester at twester@wakegov.com Sealed proposals will be accepted until 3:00 pm, March 16, 2021.

Late responses, regardless of delivery means, will not be accepted. No fax responses will be accepted.

Questions will be accepted through 5:00 pm, February 19, 2021.

Addenda will be issued by February 24, 2021.

INCLUDE THIS "CORPORATE DESIGNATION" PAGE IN SECTION 1 OF YOUR PROPOSAL RESPONSE

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Vendor: _____

Mailing Address: _____

Corporate Headquarter Address: _____

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

____ Partnership

____ Individual Trading Under Trade Name

____ Corporation

CORPORATE SEAL:

GENERAL INFORMATION

Wake County seeks proposals from qualified vendors to furnish, maintain, repair, and replace as needed all personnel, labor, equipment, containers, vehicles, maintenance, tools, parts, supplies and all other items necessary to accept, store, secure, process through pre-crushing or compaction, and transport waste and recyclable materials that are delivered to Wake County's 11 Convenience Centers. Qualified vendors have the option of submitting pricing for the hauling component, the operational services component, or for both components. General categories of materials include (1) construction and demolition (C&D) debris, (2) scrap metal, (3) commingled recyclables (aluminum cans, steel cans, plastic bottles 1-7, newspaper, magazines, catalogs, telephone books, junk mail, computer paper, office paper, mixed paper, clear/brown/green glass), (4) cardboard, chipboard, and SBS board, (5) residential waste and (6) other materials. Wake County reserves the right to enter into a single contract or multiple contracts for the sale of commingled recyclables, scrap metal and other material types depending upon which is deemed to be most advantageous to Wake County. See **Attachment A** for a detailed scope of work.

PROPOSAL REQUIREMENTS

The vendor shall submit one (1) original and five (5) copies of the proposal on 8 1/2" x 11" recycled content paper, double-sided print, and side bound. The proposal shall be segregated into the following eight (8) sections using labeled/tabbed dividers.

- 1) Corporate Designation Page (see Page 1 of RFP)
- 2) Certificate of Insurance
- 3) Name, title, address and phone number of the individual that will serve as Wake County's primary point of contact for the duration of the agreement.
- 4) Contact names, e-mail addresses and phone numbers of at least three (3) clients with which you have contracts for similar services (current or within the past five (5) years). This section should include a description of scope of services your firm provided to these clients, including the duration and years.
- 5) Completed and signed bid form (**Attachment E** of this RFP)
- 6) Statement that vendor is, or shall submit application to become, a licensed waste hauler in Wake County (applies to hauling component only).
- 7) Latest audited financial statement and/or financial report regarding the firm's financial status.
- 8) Other information the vendor believes important to share with Wake County as part of the proposal evaluation process.

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

SCOPE OF SERVICES TO BE PROVIDED

Wake County is seeking hauling and Convenience Center site operational services from either (1) one vendor who is qualified to provide both services, or (2) from two qualified vendors – one for hauling and one for site operational services. All labor, equipment, supplies, and materials necessary to meet the requirements of the scope of services shall be included in the price quotes submitted in response to this RFP.

RFP ATTACHMENTS

The following attachments are included with this RFP:

- **Attachment A** provides detailed information regarding the scope of services required for this contract;

- **Attachment B** provides information on equipment requirements at the Convenience Center Sites;
- **Attachment C** provides materials tonnage and material haul information for fiscal year (FY) 2020;
- **Attachment D** is a sample contract that will be executed by Wake County for the work described in the RFP.
- **Attachment E** is a bid form, which must be completed and signed in order for the proposal to be considered responsive to the RFP requirements.

SPECIAL ATTENTION –

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

METHOD OF AWARD

This RFP constitutes an invitation to submit proposals to Wake County. This RFP does not obligate Wake County to procure or contract for any scope of service set forth in this RFP. All responses, inquiries, or correspondence relating to this RFP will become the property of Wake County when received and will become subject to all appropriate public disclosure laws of the State of North Carolina. Wake County reserves and holds at its sole discretion various rights and options, including without limitation, the following:

- 1) To waive any minor informalities in the RFP.
- 2) To prepare and issue addenda to the RFP prior to the receipt of the proposals that may expand, restrict, or cancel any portion or all work described in this RFP.
- 3) To receive questions from Respondents and to provide such answers as it deems appropriate.
- 4) To reject any and all proposals.
- 5) To conduct investigations with respect to the information provided by each Respondent and to request additional information to support such Respondent's responses and submittals.
- 6) To seek clarification of proposals from Respondents.
- 7) To cancel this procurement process with or without submission of another RFP.

All clarifications and changes will be issued by written addenda only. Any addenda will be issued and posted on the Wake County Government website no later than five (5) days prior to the time and date set for receipt of proposals. It is solely the vendor's responsibility to ascertain that they have all necessary information, including any and all addenda, prior to submitting a proposal. Wake County assumes no responsibility for any oral information. Wake County reserves the right to reject any and all proposals and make award as in the best interest of the county, considering all factors, including but not limited to: price, quality, performance, references, delivery time, etc.

This RFP and any subsequent action taken as a result thereof, is issued by Wake County Procurement Services in accordance with the North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regards to this RFP and the subsequent procurement process, Proposers 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.**

In order to facilitate the analysis of responses to this RFP, 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.

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 that such acceptance will be binding upon both parties. A proposing offer should therefore be based on the most favorable terms available from a price, business requirements and technical standpoint. The County may also, at its sole discretion, have discussions with those Proposers that it deems in its sole discretion 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 to. The County shall not be deemed to have finally selected a proposer until a contract has been successfully negotiated and signed by both parties.

All data and information gathered by the proposer and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the proposer and its agents 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.

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. 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 Wake County.

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 their duties under this Agreement, 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 this Agreement.

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.

Wake County is not liable for any costs incurred by prospective vendors in the preparation or submission of proposals submitted in response to this request for proposals.

EVALUATION PROCESS

The County will establish a Selection Committee comprised of County employees representing a variety of disciplines. The process for the selecting and evaluating a Contractor will involve three stages:

Stage One: Qualifications Proposal

The initial phase has commenced with the establishment of a Selection Committee. A request for Proposals is being placed on the County's Bids and Proposals website and an advertisement will also be placed in the local newspaper. Upon receipt of the packages from Proposers, Selection Committee members may review and select ("short-list") for further consideration those firms which appear to be most favorable to provide services for the project.

Stage Two: Interviews (if necessary)

Separate interview sessions may be scheduled with the "short-listed" firms to permit Selection Committee members to further evaluate each firm's qualifications and proposal. Promptly after the interviews, the Selection Committee will make their selection and forward written recommendations to the County Manager and Board of

Commissioners for approval. If sufficient information is provided with the proposals, the County retains the right to make a selection without interviews.

Stage Three: Contract

Following the County Manager and Board of Commissioner's approval, the Wake County Solid Waste Management Division will be directed to begin finalizing contract terms and conditions with the selected firm or firms. In the event contract terms and conditions cannot be mutually established, the County Manager will collaborate with the Selection Committee on selection of another firm or firms with which to finalize contract terms and conditions.

EVALUATION CRITERIA

The following criteria will be the basis on which one or two Contractors will be selected:

- Contractor qualifications and experience
- Proposed cost of service
- Contractor financial strength and stability
- References
- Proposal Completeness and Responsiveness

The weighting and order of importance of the above criteria will be established by the selection committee prior to proposal review.

ADDITIONAL INFORMATION

From time to time during the implementation and contract period, the County may elect to have the Contractor(s) perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"). Prior to beginning work on any New Services, the Proposer and County will agree and document the scope of work to be performed and compensation rate, if any. This will be accomplished through an amendment to the contract.

The services of the selected Contractor(s) shall begin on July 1, 2021, and unless sooner terminated by mutual consent, shall be provided until June 30, 2026 with two, one-year optional extension at the discretion of Wake County. To minimize disruptions to the customers of the Convenience Centers and allow proper time for mobilization and de-mobilization of necessary resources, a transition period will be established at both the beginning and end of the contract period. During each transition period, all equipment, containers, vehicles, staff and other resources will be mobilized or demobilized to each site according to a mutually agreed upon schedule by the Contractor(s) and Wake County, such that closures to each Convenience Center are minimized.

The Contractor's performance for the contract will be continually monitored for compliance with the terms and requirements of the contract (see attached sample contract). The Contractor(s) will be expected to execute and abide by the provisions as stated in the draft contract as provided if awarded work.

RFP inquires shall be sent via e-mail to twester@wakegov.com and will be accepted until 5:00 pm, February 19, 2021. **No questions will be accepted after that time and date.** Facility tours will not be offered; however, Proposers are permitted to visit the Convenience Centers during normal operating hours. Proposers visiting the convenience centers must not disrupt operations or impede the ability of residents to dispose of materials.

Depending on funding, renovations and/or relocations to one or more of the Convenience Center may occur during the contract time. Renovations may include repairing or replacing pavement, pads, walls, or other structures, adding new material collection areas, or reconfiguring entrances and exits.

ATTACHMENT A

ATTACHMENT A

OPERATIONAL SERVICES FOR THE WAKE COUNTY CONVENIENCE CENTER PROGRAM

SCOPE OF SERVICES

Attachment A generally describes the scope of services to be provided by the Contractor(s) for Wake County's Convenience Center Program. The County's 11 Convenience Center Sites (Sites) serve as waste and recycling drop-off stations for Wake County homeowners and residents. The 11 Sites comprise the County's Convenience Center Program.

The Scope of Services describe the responsibilities of the Hauling Contractor and the Operations (or Labor) Contractor. At the County's discretion, one qualified Contractor may be selected to perform both hauling and labor. Alternatively, two Contractors may be selected, one to perform hauling services and a second to provide labor services for the operation of the 11 Sites.

In accordance with the Scope of Services, the Hauling Contractor will be required to furnish, maintain, repair, and replace as needed all personnel, labor, equipment, containers, vehicles, maintenance, tools, parts, supplies, and all other items necessary to store and transport waste and recyclable materials that are collected at the 11 Sites, to designated recycling and disposal facilities.

In accordance with the Scope of Services, the Labor Contractor will be required to furnish, maintain, repair, and replace as needed all personnel, labor, equipment, maintenance, tools, parts, supplies, and all other items necessary to manage and secure waste and recyclable materials that are collected at the 11 Sites.

A. CONVENIENCE CENTER SITES

1. The designation and location of the Convenience Center Sites to be serviced by the Contractor are as follows:

Site 1: 10505 Old Stage Road, Raleigh

Site 2: 6120 Old Smithfield Road, Apex

Site 3: 266 Aviation Parkway, Morrisville

Site 4: 3600 Yates Mill Pond Road, Raleigh

Site 5: 8401 Battle Bridge Road, Raleigh

Site 6: 3913 Lillie Liles Road, Wake Forest

Site 7: 9024 Deponie Drive, Raleigh

Site 8: 2001 Durham Road/Highway 98, Wake Forest

Site 9: 3337 New Hill-Holleman Road, New Hill

Site 10: 5216 Knightdale-Eagle Rock Road, Knightdale

Site 11: 5051 Wendell Boulevard/Business 64 Highway, Wendell

2. Wake County reserves the right to open, close, or relocate Sites. Changes to the Convenience Center program will be treated as a change to the basic Scope of Services (see Item G.)

B. HOURS OF OPERATION

1. Convenience Center Sites shall be open and operating Monday through Sunday from 7:00 AM to 7:00 PM. Sites will be closed on Thanksgiving Day, at 12:00 noon on Christmas Eve, Christmas Day, New Year's Day, Memorial Day, Independence Day, and Labor Day, with credit given to Wake County for reduced hours on those days and times. The Director of the Wake County Solid Waste Management Division may alter the Hours of Operation from time to time to provide for safe operations during inclement weather, unusual emergency conditions, different holidays, or different operating schedules. The hauling and labor Contractor(s) may request an alteration of the Hours of Operation from time to time if they deem conditions are unsafe or will likely become unsafe for its staff. Such requests shall be made with reasonable notice so that the County can effectively publicize the changes to the general public. Credit will be given to the County for reduced hours on those days and times.

C. BASIC SERVICES – LABOR CONTRACTOR

1. **Customer Service** – At all times during the hours of operation, Attendants shall wear clearly visible, clean, and distinguishable uniforms with safety color and visible name badge; shall approach, greet, and address customers in a professional manner; shall direct customers to the proper collection containers; and shall distribute information to customers provided by the County. Attendants are not required to assist with unloading waste or materials except in the instance when a customer appears to lack the ability to safely perform this function, and requests help from the Attendant. Attendants shall not request, require, or expect customers to assist with cleaning the Sites. In no circumstance shall attendants accept any money from a customer.
2. **Customer Complaints** – In the event the County receives a complaint from a citizen regarding the level of quality of service provided by the Labor Contractor at a Site, the County and Contractor shall coordinate an investigation to review the matter. The Contractor shall submit the findings of their investigation to the County within 48 hours of the complaint (two normal business working days). However, Contractor may request an extension in certain circumstances. Wake County retains the right to request disciplinary action, including the removal of staff, related to the level of quality of service provided at Sites by the Contractor's Attendants.

3. **Acceptable Wastes** – The Labor Contractor shall provide all personnel, labor, equipment, maintenance, tools, parts, supplies, and all other items necessary to accept the following general categories of materials in separate dedicated containers: (a) construction and demolition (C&D) debris (currently only at 1, 2, 4, 7 10, and 11); (b) scrap metal; (c) commingled recyclables – mixed paper, telephone books, plastic, glass, cans, bottles, etc.; (d) cardboard; (e) household garbage/bulky waste; (f) clothing; and (g) food waste (currently only at sites 2, 4, 7 and 8).
4. **Receipt and Processing of Materials** – It is the Labor Contractor’s responsibility to monitor, inspect and control incoming materials at the 11 Sites to ensure the acceptability of the materials and prevent acceptance of prohibited waste. The Contractor shall be responsible for rejecting prohibited waste as defined by North Carolina General Statute 130A-309.10 (f)-(m) and which includes, but is not limited to, the following: hazardous waste, radioactive waste, biomedical waste, PCB’s, bulk liquids, dead animals, flammable or explosive materials, contaminated soils, infectious waste, commercial waste (including commercial C&D debris), out-of-County waste and asbestos. If the Contractor’s Attendant observes a customer attempting to place materials in the trash container that are banned for disposal in a landfill, the Attendant shall request that the customer place it in the appropriate recycling container, or take it to an appropriate facility, recycler, or disposal location. If the Contractor’s Attendant observes a commercial entity attempting to dispose of C&D debris at a Site, the Attendant shall prevent disposal at the Site, notify the commercial entity that commercially-generated C&D debris is not accepted, and provide them with a list of alternate C&D disposal facilities. The County has instituted a Trash Pass program to prevent commercial entities from disposing C&D debris at the Sites. The Contractor’s Attendants must be familiar with the Trash Pass program and shall ensure that residential Wake County customers that bring C&D debris, household garbage/bulk waste, cardboard, mixed recycling, metal, etc. in a box truck, dual-axle trailer or enclosed trailer have a valid Trash Pass.
5. **Recycling and Waste Disposal Capacity** – Waste and recyclable materials shall be accepted at all times during the Hours of Operation and Attendants shall not deny service to any residential customer during the Hours of Operation. Specifically, Attendants shall not refuse to accept recyclable materials from customers visiting a Site because on-site containers are full. Both the Labor Contractor and Hauling Contractor have responsibility to monitor the available waste disposal capacity at each Site. It is the responsibility of the Labor Contractor to continuously monitor the capacity of all containers at each site and take appropriate action to notify the Hauling Contractor so that there is sufficient capacity for customers to dispose of waste and recyclable materials during Hours of Operation. It is the responsibility of the Hauling Contractor to routinely check on the status of container capacity by contacting the Labor Contractor Attendants, or by other means deemed effective. Ultimately, it is the Hauling Contractor’s responsibility to take appropriate action (monitor and act) to ensure that there is sufficient capacity for customers to dispose of waste and recyclable materials during Hours of Operation. As common practice, Attendants shall prevent materials from being stockpiled on the ground

while full containers are being replaced with empty containers, except when it may result in delays to the customer of several minutes or more.

6. **After Hours Dumping** – If litter, debris, recyclable material, and/or other waste materials are left outside of the entrance gate to the Site after hours, the Attendants shall contact Wake County Solid Waste staff to initiate an illegal dumping investigation. Prior to Wake County Solid Waste staff arriving on site to conduct the investigation, the Attendants shall take photos of the waste, then move the material to an area inside the perimeter fence of the convenience center and away from citizens and traffic. Upon completion of the illegal dumping investigation by Wake County Staff, the Attendants shall dispose of the illegally dumped materials in the appropriate containers at the Site.
7. **Waste Verification** – The County shall provide forms (to verify origin of waste) and criteria (load size/make-up) for requiring certain customers to complete waste verification forms before disposing of material on site. Attendants shall require customers that meet such criteria to complete the forms.
8. **Scavenging** – Scavenging of any kind, by anyone is prohibited. Attendants shall not scavenge or allow others to scavenge at any time and must immediately report all scavenging to their supervisor(s). The Labor Contractor shall terminate its employees that have been confirmed to have scavenged material from the Sites.
9. **Traffic Control** – The Labor Contractor shall direct and control all traffic entering and leaving each of the Sites to ensure continuous service to the customers. The Contractor shall provide and maintain appropriate traffic control devices (e.g., cones and barrels) at each Site, as may be necessary to ensure safe operation. The Contractor shall also be responsible for ensuring that the appropriate traffic control signs are posted and maintained at all the Sites. The Contractor is responsible for maintaining the condition of all roads inside of all the Sites, regardless of whether they are pavement or gravel, and to keep them clean and litter free. The Contractor shall maintain safe traffic control during loading or unloading of the various containers along the tipping wall and within each Site.
10. **Utilities and Support System** – As of the contract start date, the Labor Contractor shall be responsible for supplying and paying for telephone service and portable toilets at each Site. Portable toilets are not required at Sites 2, 7 and 11 as bathrooms exist at these locations. Electrical service shall be paid by Wake County. The Contractor shall arrange for service and maintenance of their designated utilities and payment of such bills in a timely manner as required by the applicable utility. The Contractor shall also be responsible for serving and replacing portable toilets, as needed.
11. **Web Cameras** – The Labor Contractor shall install web cameras at Sites that accept C&D debris (currently Sites 1, 2, 4, 7, 10 and 11) and scrap metal containers (currently all Sites).

- (a) The web cameras shall provide a continuous, live image of the C&D and scrap metal containers accessible from a web link to be established on Wake County's Convenience Center webpage. The video feed from each camera shall be web accessible so residents can check the status of a container before traveling to Sites that accept C&D debris and scrap metal. The web-accessible video shall be available during all hours of operation.
- (b) Web cameras shall be installed, and web accessibility to residents shall be provided, within 90 days of the start of the Contract, by the Labor Contractor. The Labor Contractor shall install poles and necessary utility (electric and internet) lines, as needed, for mounting and powering the web cameras. Contractor shall assume all costs for installing and maintaining the web cameras and any internet access and hosting fees. Wake County will be responsible for electricity usage for the entire site, including the web cameras.

12. **Site Security** – The Labor Contractor shall maintain the site security at all Convenience Center Sites and interconnecting structures and perimeter security up to and including fence lines surrounding all sites. Site security shall include, but not be limited to:

- (a) Keeping the perimeter security areas in neat order and maintaining structural integrity. Damage resulting from vandalism to the site fencing or other security features shall be reported to the County immediately. Contractor shall initiate repairs upon notifying the County and gaining approval. Contractor shall invoice the County for all associated repair costs with a mark-up of no greater than 10 percent (including profit and overhead).
- (b) Closing and locking all gates, access points, and doors and windows to Site buildings and site during non-operation hours.
- (c) Cooperating with the Wake County's Sheriff's Office, Wake County Fire Department, Wake County General Services Administration – Facility & Field Services/Security, and any other agency that may need access to the Sites from time to time. Issues involving coordination with these or other entities using the facility shall be referred to the Wake County Solid Waste Management Division.

13. **Signage** – The Labor Contractor shall maintain and place on-site signage, including waste and material signs and traffic control signs. County shall provide sign design and content, and in some instances, the new or replacement signage. In the instance where the Contractor purchases signage approved by the County, the cost for purchase of new signs shall be reimbursed by the County with a mark-up of no greater than 10 percent (including profit and overhead). Maintenance shall include cleaning and power-washing as may be necessary and keeping signs in proper position and visible to the public. "Regulatory" signs and "Entrance" signs which are damaged or faded will be replaced by the County (at the County's cost). However, Contractor will be required to clean (power-wash) these signs at least once per year, or otherwise as needed so that they are clean and visible to the public.

14. **Grounds Keeping and Litter Control** – At the Labor Contractor’s sole expense the Labor Contractor’s Attendants shall monitor, clean and maintain all areas that are inside the Site perimeter fence free of litter, debris, recyclable material, and other waste materials at all times during the Hours of Operation. The litter, debris, recyclable material and other wastes collected by the Attendants shall be disposed of on site in the appropriate containers.
15. **Snow and Ice Removal** – Labor Contractor shall be responsible for clearing snow and ice from the entrances, exits, customer unloading areas, and container storage areas of Sites to provide uninterrupted access. Contractor shall maintain deicing salts on-site to be applied to the customer unloading areas, should conditions favor icing. If icing conditions are forecasted, Contractor shall preemptively apply de-icing salts so as to prevent ice formation.
16. **Repair and Replacement of Equipment or Buildings** – In the event that the Labor Contractor or any other entity damages equipment or facilities at any of the Sites, the Contractor shall notify the Wake County Solid Waste Management Division immediately.
- (a) When damage has been caused by the Labor Contractor, the Contractor, at its sole expense, shall immediately repair any damage at the Sites, including but not limited to: buildings, fences, roads, loading and staging or storage areas. If the Contractor does not initiate repairs within ten (10) days of notification to the County, the Wake County Solid Waste Management Division will make repairs and bill the Contractor. If such damage is likely to halt the waste and transfer operations, the Wake County Solid Waste Management Division shall have the right to immediately repair the damage and bill the Contractor. Any and all repairs done by the Contractor during operations at the Sites shall become and remain the property of Wake County.
- (b) When the damage is caused by a customer or other vendor which services the Sites, the Contractor, upon notifying the County and receiving approval to make repairs, shall initiate repairs and bill the County for the cost of repairs with a mark-up of no greater than 10 percent (including profit and overhead).
17. **Maintenance Plan** – Labor Contractor shall provide the County a Maintenance Plan and must follow the plan to maintain each piece of equipment provided by the Contractor. The information provided in the Maintenance Plan shall include, but not be limited to, the maintenance of attendant huts, cages, railings, walkways (including steps associated with the walkways), safety equipment, and other Contractor supplied items. The Maintenance Plan must provide for maintaining these features/items in a clean/safe condition and must provide for spill prevention and management. The Maintenance Plan must include annual cleaning and re-painting of railings and bollards. Painting must be completed using a County-approved, epoxy-based yellow paint.

18. **Odor, Noise and Dust Control** – The Labor Contractor shall take all measures necessary to control odor, noise and dust in accordance with requirements and applicable laws. These measures shall include, but not limited to, the following:
- (a) Appropriate housekeeping, litter control, and odor control shall include the cleanup of litter and debris on a daily basis or more frequently if required
 - (b) The Contractor shall operate the Sites in such a way that odors, dust, and noise associated with the operation of the sites are not disturbing to any off-site area of human occupancy and in accordance with applicable laws and permits.
 - (c) Immediately remedy any odor, dust and/or noise detected and reported to the Contractor. Notify the Wake County Solid Waste Management Division if a person or entity makes any odor, dust, or noise complaint.
19. **Health and Safety, Emergency Response, and Traffic Control Plans**
- (a) Prior to the start of the Contract term, the Labor Contractor must develop and provide the County with a Health and Safety Plan and an Emergency Response Plan that must be followed by Contractor staff, and sub-contractors, when performing duties at any site. Contractor shall designate and provide a Safety Officer to perform, at a minimum, bi-annual safety audits of each Site.
 - (b) Prior to the start of the Contract term, Contractor must develop and provide to the County, a Traffic Control Plan for each site.
20. **Meetings** – The Labor Contractor shall meet with Wake County Solid Waste Management Division staff and the Hauling Contractor quarterly to discuss operations, or more frequently if operations change, customer complaints increase, or as other factors might dictate. Meetings will be scheduled by the County.
21. **Supporting Documentation for Invoices** – The Labor Contractor shall include all support documentation with monthly invoices. Wake County will provide an invoicing template for Contractor use. Properly documented and substantiated invoices which are approved will be processed and paid by Wake County within 30 days of receipt.
22. **Staffing and Operations**
- (a) All Attendants shall be qualified to perform all the duties, functions and responsibilities required for the Convenience Center Program. Qualifications must include, but not limited to, adequate physical strength and capabilities, good customer service skills, good written and verbal communication skills, and understanding of basic waste screening procedures. All Attendants, whether they are full time or part time employees shall have completed the

SWANA “Waste Screening at MSW Facilities” course by December 31, 2021 (*see*: <https://store.swana.org/store/detail.aspx?id=HSTWSCRN>). New employees that are hired after the beginning of the contract period must complete the course within six (6) months of their hire date. As Attendants complete appropriate training, the Contractor shall provide documentation with monthly invoices.

- (b) By June 30, 2022, the Labor Contractor must provide and require each full time Attendant at Sites 1, 2, 4, 7, 10 and 11 (the sites that accept C&D waste) to be trained as a PI Associate with a labor company having a Protective Service License. Full time Attendants at Sites 3, 5, 6, 8 and 9 are not required to have the PI Associate Training (but must have completed the Waste Screening training course noted above). As Attendants complete appropriate training, the Contractor shall provide documentation with monthly invoices.
- (c) The Labor Contractor shall be responsible for the acts, personal conduct, and work of its employees while at the Sites. All contract services shall be performed in a skillful and workman like manner. The Contractor’s employees shall conduct themselves in a professional manner at all times. Due to possible interactions with the public, all employees shall dress appropriately and shall not use derogatory language.
- (d) The Labor Contractor shall have a fully trained and qualified manager, foreman or supervisor (“manager”) who is designated an authorized representative by the Contractor to direct and implement all Convenience Center operational decisions. The Contractor shall have additional staff as necessary to ensure the proper functioning of the Sites. This may include maintenance personnel, office personnel, etc.
- (e) Sites 3, 5, 6, and 9 shall have at least one full time employee. Sites 1, 2, 4, 7, 8, 10 and 11 shall have at least two full time employees.
- (f) Additionally, at least 50 percent of all Attendant hours on monthly basis shall be from full-time (40 hour per week) employees. Contractor shall identify all full-time employees and their hours worked per month on all submitted invoices that contain Attendant labor charges. In addition, it shall demonstrate that this 50 percent full-time employee requirement has been met on monthly basis.
- (g) Convenience Center Sites shall never be left unattended during Hours of Operation, and the Contractor shall provide a minimum of one (full-time) Attendant at Sites 3, 5, 6 and 9; one (full-time) Attendant plus an additional Attendant at Sites 4, 8 and 10; and one (full-time) Attendant plus two (2) additional Attendants at Sites 1, 2, 7, & 11. Contractor shall be allowed to provide additional staffing to accommodate increased customer demand on Saturdays and Sundays by written request and approval by Wake County.

The County may increase the full-time requirement during the Contract. The County will provide a minimum of 60 days’ notice when/if the percent of full-time attendants is to increase and by what percentage.

23. County-Provided and Maintained Equipment

- (a) Certain fixed asset equipment at Convenience Center Sites (i.e., MSW pre-crushers and cardboard compactors at all Sites) will be turned over to the Contractor(s) for use in connection with the contract services. It shall be the Contractors' obligation to operate all fixed asset equipment according to the manufacturer's recommendations and following industry practice. Damage caused to the County-owned equipment which results from Contractors' use that is not according to manufacturer's recommendations and does not follow good industry practice will be the responsibility of the Contractors to repair. If repair is not feasible, the Contractors shall replace the un-repairable equipment with equipment that is the same size, function, and condition prior to it being damaged.
- (b) The County will maintain all County-owned equipment at manufacturer recommended intervals.

D. BASIC SERVICES – HAULING

- 1. **Staffing** – Equipment Vehicle Operators. The Hauling Contractor shall provide qualified and trained staff for the transportation of materials and residential waste from the Convenience Centers to the designated recycling and disposal facilities. Each equipment vehicle operator shall at all times carry a valid North Carolina Commercial Driver's License (CDL) for the type of vehicle or equipment that is being operated. Contractor must take appropriate action to ensure that vehicle operators abide by all laws, rules, and regulations.
- 2. **Hauling Contractor Provided and Maintained Equipment**
 - (a) Hauling Contractor shall provide the County a Maintenance Plan for self-contained compactors and must follow the plan to maintain each piece of equipment provided by the Contractor. The Maintenance Plan must provide for maintaining this equipment in a clean/safe condition.
 - (b) Unless otherwise noted, the Contractor shall be responsible for providing the mechanical equipment and containers at each Site as shown in Attachment B, Table B-1. Contractor shall not use or deliver to any Site, equipment that is not watertight (i.e., leaks fluid) or may lose material in transport (i.e., blowing trash).
 - (c) The Contractor shall be responsible for providing all required maintenance, repair, and rehabilitation of the listed equipment to ensure that it remains clean, free of defects, safe, in compliance with the County's Solid Waste Ordinance, and in good working order at all times. Broken or malfunctioning equipment shall be repaired or replaced within 24 hours. The County shall approve all equipment at the beginning of the contract period and shall periodically inspect containers and other equipment for compliance with the requirements

outlined herein. If the equipment requirements are not met, Contractor shall replace the equipment within 24 hours.

- (d) The Contractor shall use equipment and vehicles of such design as to preclude spillage of solid and liquid waste; shall load vehicles within their design capacity and/or North Carolina Department of Transportation (NCDOT) regulation (whichever is more restrictive) and shall be registered with all applicable state agencies. Corroded, defective, bent, deformed, or punctured trailers; roll-off containers or other containers for waste materials shall not be utilized at any time. Each registered unit of a solid waste vehicle shall comply with requirements concerning display of registration numbers. The Contractor shall immediately stop using any vehicle that does not meet the above requirements and replace it with an acceptable vehicle. Unsuitable vehicles and equipment or vehicles shall not be stored at any of the Sites. The Contractor shall not wash/clean equipment or vehicles at any of the Sites. Contractor shall notify the County if any spills or leaks from Contractor equipment occur, and Contractor shall take appropriate action to contain and clean-up spills or leaks.
- (e) Contractor shall remove, or otherwise correct, graffiti or other markings resulting from vandalism to its own equipment within 24 hours of it being identified.
- (f) All such vehicles shall be suitable for convenient loading given existing configurations of the loading and staging areas at all 11 Sites using the areas currently available and intended for solid waste and material management. The Contractor shall make arrangements for or have access to additional operational equipment, vehicles and tools necessary to ensure continued operations of the Sites and the timely management disposal of the aforementioned materials and waste.
- (g) The Contractor shall pay for all operation and maintenance, taxes, fees, fuels, and oils to transport the materials and waste generated at all 11 Sites.
- (h) Contractor will inventory all equipment (including container switch-outs) in the first 10 days of July and January of each year and report such inventory to the County by the end of those months. Inventories may be changed from time to time during any year with 30 days' notice and mutual agreement of both parties. Switch-out containers are in addition to containers listed in Attachment B. No containers will require baffles and no charges for baffled containers will be paid.
- (i) The Contractor shall provide back-up/hoist retrofits of their truck fleet for reducing noise at the Convenience Center Sites. All trucks entering the Sites must be equipped with white noise backup alarm systems (Brigade or equal).

3. **County-Provided and Maintained Equipment**

- (a) Certain fixed asset equipment at Convenience Center Sites (i.e., MSW pre-crushers and cardboard compactors at all Sites) will be turned over to the Contractors for use in connection with the contract services. It shall be the Contractors' obligation to operate all fixed asset equipment according to the manufacturer's recommendations and following industry practice. Damage caused to the County-owned equipment which results from Contractors' use that is not according to manufacturer's recommendations and does not follow good industry practice will be the responsibility of the Contractors to repair. If repair is not feasible, Contractors shall replace the un-repairable equipment with equipment that is the same size, function, and condition prior to it being damaged.
- (b) The County will maintain all County-owned equipment at manufacturer recommended intervals.

4. **Grounds Keeping** – At the Hauling Contractor's sole expense, the Contractor's maintenance and repair responsibilities include, without limitation, the following:

- (a) At least once per year, or more frequently as safe and efficient operating conditions may dictate, Contractor shall re-grade and add stone to the container storage areas and any other unpaved areas of each Site.

5. **Hauling Requirements**

- (a) The Hauling Contractor shall maximize payload in accordance with applicable law and Contractor policies and procedures. At a minimum, the Contractor shall attain an average payload each month of at least 8.75 tons for pre-crusher hauls from each site, including switch-outs and regular loads.
- (b) The Hauling Contractor will charge the County based on the actual average monthly payload compared to the minimum requirement of 8.75 tons per load. Each month the total pre-crusher tons will be divided by the total pre-crusher hauls to determine the actual average monthly payload performance, which will be used to calculate the final pre-crusher charges to be charged to the County.

(a) **Example 1:**

- (i) 867 actual pre-crusher tons with 100 hauls = 8.67 actual average monthly tons per haul
- (ii) 8.67 actual average monthly tons per haul divided by 8.75 (minimum required) – 0.9908 (**adjusted in favor of County required**)

(b) **Example 2:**

- (i) 93 actual switch-out pre-crusher tons with 10 hauls – 9.3 actual average monthly tons per haul
 - (ii) 9.3 exceeds the 8.75 factor **(no adjustment required)**
 - (c) The Hauling Contractor shall perform all “switch-outs” as needed to ensure that there is sufficient capacity for customers to dispose of waste and recyclable materials during Hours of Operation. Switch-outs occur when the destination of a material is not open to accept the material (i.e., Saturday and/or Sunday and certain holidays). During a switch-out, the Contractor removes the full container and places an empty container in its place. Temporary storage of the full container may occur at a Convenience Center Site, as space is available; however, offsite storage at a location to be selected by the Contractor may be necessary (i.e., Contractor’s equipment yard, Contractor’s transfer station, or other location). The Contractor shall be paid for a switch-out ONLY on days when the materials destination facility is closed. Contractor shall inform the County of all temporary storage locations that are or may be used. The switch-out cost shall be for the purpose of covering “extra” pick up and storage of the container. Costs for hauling the container to the ultimate destination is provided in the hauling costs for each site/container.
 - (d) Straight hauling – where primary containers are removed/transported to ultimate destination, unloaded, and returned to site (without replacing with spare container prior to initial haul), thus causing delay of several minutes or more to customers disposing of material, is prohibited. If the Hauling Contractor is found to perform a straight haul of any container, the County reserves the right to deduct payment in the amount of the haul rate (based on site and material).
 - (e) Both the Labor Contractor and Hauling Contractor have responsibility to monitor the available waste disposal capacity at each Site. It is the responsibility of the Labor Contractor to continuously monitor the capacity of all containers at each site and take appropriate action to notify the Hauling Contractor so that there is sufficient capacity for customers to dispose of waste and recyclable materials during Hours of Operation. It is the responsibility of the Hauling Contractor to routinely check on the status of container capacity by contacting the Labor Contractor Attendants, or by other means deemed effective. Ultimately, it is the Hauling Contractor’s responsibility to take appropriate action (monitor and act) to ensure that there is sufficient capacity for customers to dispose of waste and recyclable materials during Hours of Operation.
6. **Disposal Fees** – The Hauling Contractor shall not pay tipping fees for trash disposal at the South Wake Landfill or East Wake Transfer Station. However, Contractor shall receive weight tickets from the South Wake Landfill and East Wake Transfer Station and submit copies of these tickets with monthly invoices to Wake County. The Hauling Contractor is required to pay tipping fees for C&D disposal. Contractor shall receive weight tickets from designated C&D disposal locations

and submit these with monthly invoices to the County for reimbursement. Weight tickets must come from certified scales.

7. **Supporting Documentation for Invoices** – The Hauling Contractor shall include all support documentation (weight tickets) for all hauls, including but not limited to C&D debris, cardboard, commingled recyclables, pre-crusher and switch-out hauls. Tonnage amounts are to be listed for each category and weight tickets so noted. All documentation shall be listed and included in the same monthly invoices. Wake County will provide an invoicing template for Contractor use. Properly documented and substantiated invoices which are approved will be processed and paid by Wake County within 30 days of receipt.
8. **Meetings** – The Hauling Contractor shall meet with Wake County Solid Waste Management Division staff and the Labor Contractor quarterly to discuss operations, or more frequently if operations change, customer complaints increase, or as other factors might dictate. Meetings will be scheduled by the County.

E. SCHEDULE OF UNIT CHARGES – HAULING AND OPERATIONS (LABOR)

1. The initial Schedule of Unit Charges to be assessed by the Hauling and Labor Contractor(s) to the County for services required for the Convenience Center Program shall be valid for the period extending from July 1, 2021 through June 30, 2022. Adjustments to the Schedule of Unit Charges shall be made on an annual basis, beginning July 1, 2022, in accordance with the Unit Cost Adjustment Factors described below. No cost adjustment factors shall be applied to unit charges related to container and equipment rental charges.
2. Consumer Price Index Adjustment Factor (Labor Contractor Only)
 - (a) The Consumer Price Index (CPI) Adjustment Factor shall be applied to the unit charges for Attendant Hours and General Supervision. The unit charge adjustment factor shall be calculated based on the CPI – All Urban Consumers Southeast. In all cases, adjustments to the unit prices will be made up or down, as indicated by change in the index. The maximum increase in any one year is limited to 3 percent. The unit rates for Attendant Hours and General Supervision listed in Attachment E may only be adjusted on July 1 of each year, beginning in 2022 based on changes in the CPI. The **base CPI** for the contract shall be calculated using the average of the monthly CPI values reported for the 12-month period extending from July 2020 through June 2021.
 - (b) Unit rate changes for Attendant Hours and General Supervision shall be adjusted on July 1, 2022 based on a comparison of the average of the monthly CPI values reported for the 12-month period extending from July 2021 to June 2022 with **the base CPI** value. CPI adjustments will be made in the same fashion in subsequent years.

3. Fuel Adjustment Factor (Hauling Contractor Only)

- (a) The Fuel Adjustment Factor shall be applied to the unit charges for hauling only. The Fuel Adjustment factor shall be based on one or more fuel indices depending on the major fuel source(s) used by the Contractor's fleet.
 - i) If at least 75 percent of the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are diesel powered, the fuel index shall be the monthly data for Weekly Retail Gasoline and Diesel Prices for the Lower Atlantic Area (PADD-1C) Diesel – All Types. This data is reported as "cents per gallon" by the Energy Information Administration, Officer of Energy Statistics of the U.S. Government at: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm
 - ii) If at least 75 percent of the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are powered by compressed natural gas (CNG), the fuel index shall be the monthly data for Natural Gas Prices, Citygate Price for North Carolina. This data is reported as "nominal dollars" by the Energy Information Administration, Officer of Energy Statistics of the U.S. Government at: https://www.eia.gov/dnav/ng/ng_pri_sum_dcu_SNC_m.htm
 - iii) If the Contractor's fleet of hauling vehicles that will be used to provide hauling services under this contract are a combination of diesel and CNG powered, and neither type comprises more than 75% of the fleet, then a combination of the above noted indices will be used. The indices will be applied in proportion to the type of vehicles used at the beginning of each fiscal year.
- (b) The unit charges for hauling will be increased or decreased in the fuel index (or indices) relative to the **base fuel price(s)** established for the agreement. The **base fuel price(s)** for the agreement shall be the average of the weekly fuel indexes for the month of June 2021 (June 2021 Fuel Index).
- (c) In all cases, adjustments to the unit prices will be made up or down, as indicated by the change in the index or indices. The fuel adjustment factor shall be calculated quarterly, using the **base fuel price(s)** and the average of the monthly fuel index or indices values reported for each of the four quarters of the fiscal year: July to September, October to December, January to March, and April to June.

F. REGULATORY COMPLIANCE

- 1. At all times, and under all conditions, the Hauling and Labor Contractors shall provide services required for the Convenience Center Program in full compliance with all applicable Federal, State, and local rules, regulations, and permit conditions.

2. The Hauling Contractor must maintain itself as a licensed hauler under the requirement of the Wake County Ordinance for Solid Waste Management. All containers must be transported in accordance with all applicable Federal, State and Local requirements.

G. CHANGES TO BASIC SCOPE OF SERVICES

1. The County may change the Scope of Services for the Convenience Center Program from time to time. The County shall notify the Contractor(s) of any change as soon as possible prior to implementing the change. Contractor(s) and County shall provide in writing, the proposed unit cost or unit cost adjustment for the change in service. As changes are implemented, the Contractor(s) will document the price adjustments associated with each change on monthly invoices.

H. CONTRACT TIME AND TRANSITION PERIODS

1. The services of the selected vendor shall begin on July 1, 2021 and unless sooner terminated by mutual consent, shall be provided until June 30, 2026, with two optional one-year extensions. To minimize disruptions to the customers of the Convenience Centers and allow proper time for mobilization of necessary resources, a two-week transition period will be established at both the beginning and end of the contract period. During each transition period, all equipment, containers, vehicles, staff and other resources will be mobilized or demobilized to each site according to a mutually agreed upon schedule by the Contractor and Wake County, such that closures to each Site are minimized.

I. MISCELLANEOUS

1. Pursuant to § 32.15 of the Wake County Code of Ordinances, “smoking” as defined by G.S. § 130A-492(16), the use of “tobacco products” as defined by G.S. § 14-313(a)(4), and the use of “vapor products” as defined by G.S. § 14-313(a)(5) are prohibited on all Wake County Convenience Center “grounds” as defined by G.S. § 130A-492(6), and within all buildings that are owned by Wake County, leased as lessor by Wake County, or the area leased as lessee by Wake County and occupied by Wake County located on Wake County Convenience Center grounds. The Contractor, its agents, employees, and subcontractors shall not smoke or use tobacco products on Wake County Convenience Center Grounds. The Contractor shall contractually require these terms of any subcontractors.
2. Pursuant to § 32.01 of the Wake County Code of Ordinances, all persons are prohibited from displaying any “deadly weapon” as defined by G.S. § 14-269 on all Wake County Convenience Center “grounds” as defined by G.S. § 130A-492(6), and within all buildings that are owned by Wake County, leased as lessor by Wake County, or the area leased as lessee by Wake County and occupied by Wake County located on Wake County Convenience Center grounds. The

Contractor, its agents, employees, and subcontractors shall not display deadly weapons on Wake County Convenience Center Grounds. The Contractor shall contractually require these terms of any subcontractors.

3. Contractors personnel may be required to wear face coverings to prevent the spread of the COVID-19 coronavirus, per Federal, State, and local requirements, including requirements issued by Wake County government for its Contractors. Specific requirements may be placed on Attendants and other personnel who will interact with Convenience Center customers, weigh station operators, or others. Contractors are expected to stay abreast of, and abide by all Federal, State, and local requirements pertaining to the COVID-19 pandemic (and future pandemics). The County may revise requirements at any time during this contract.
4. If the Hauling Contractor owns and operates a C&D facility, such facility may need to open on Saturday's in order to minimize switch-outs/straight hauling and enhance container availability to Site customers.

ATTACHMENT B

ATTACHMENT B
CONVENIENCE CENTER EQUIPMENT REQUIREMENTS

Table B-1. Waste Storage Equipment to be Provided by the Contractor

Material	Equipment Description	Equipment Count at Convenience Center #1 - #11											Totals
		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	
Trash	Enclosed 40 CY Roll-off	2	2	1	2	1	1	2	1	1	1	2	16
Trash	Enclosed 40 CY Roll-off (Spare)	2	2	1	2	1	1	2	1	1	1	2	16
C&D Debris	Open Top 40 CY Roll-off	2	4		2			4			2	1	15
C&D Debris	Open Top 40 CY Roll-off (Spare)	2	4		2			4			2	1	15
Cardboard	Enclosed 40 CY Roll-off	1	1	1	1	1	1	1	1	1	1	1	11
Cardboard	Enclosed 40 CY Roll-off (Spare)	1	1	1	1	1	1	1	1	1	1	1	11
Commingled Recycling	Self Contained Compactor	2			2						2		6
Commingled Recycling	Enclosed 40 CY Roll-off		1	1		1	1	1	1	1		1	8
Commingled Recycling	Enclosed 40 CY Roll-off (Spare)		1	1		1	1	1	1	1		1	8
Commingled Recycling	Enclosed 30 CY Roll-off	2			2								4
Commingled Recycling	Enclosed 30 CY Roll-off (Spare)	2			2								4
Other	Open Top 30 CY Roll-off (Spare)	1	1	1	1	1	1	1	1	1	1	1	11
	Totals	17	17	7	17	7	7	17	7	7	11	11	125

Notes:

1. Additional equipment may be required once sites are reconfigured or new sites are constructed
2. Open Top Roll-offs for scrap metal are provided and serviced by others
3. Containers for oyster shells, books, clothing, food and other materials are provided and serviced by others

ATTACHMENT C

ATTACHMENT C
FISCAL YEAR 2020 CONVENIENCE CENTER PROGRAM MATERIAL TONNAGE AND HAULING DATA

Table C-1

Item: Labor (Full Time)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	195	397	199	385	192	144	373	190	217	240	230	2762
August-19	200	371	162	222	194	196	393	170	200	210	205	2523
September-19	181	345	136	208	182	160	346	173	182	197	400	2509
October-19	176	311	152	179	171	186	348	159	202	187	277	2345
November-19	183	325	160	183	169	152	306	176	168	166	311	2298
December-19	188	346	151	201	201	148	338	159	189	178	233	2330
January-20	178	291	192	185	170	176	301	168	182	141	274	2257
February-20	181	325	195	171	161	150	278	152	144	192	269	2218
March-20	192	323	184	200	186	136	307	184	144	279	290	2424
April-20	145	255	213	134	128	159	271	161	180	165	278	2087
May-20	187	321	170	163	152	164	233	198	183	170	298	2237
June-20	190	180	241	189	192	179	326	179	212	177	340	2405
Total	2,196	3,787	2,155	2,418	2,097	1,948	3,820	2,069	2,202	2,301	3,403	28,395

Table C-2

Item: Labor (Part Time)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	869	547	311	254	368	458	990	359	463	488	900	6,007
August-19	797	777	331	311	352	320	995	364	322	482	832	5,884
September-19	815	712	326	416	343	446	971	354	332	597	457	5,769
October-19	962	829	320	504	381	466	979	364	347	635	633	6,420
November-19	925	644	305	451	312	404	965	327	308	562	428	5,631
December-19	873	715	362	583	370	398	828	371	368	590	600	6,058
January-20	890	638	261	573	441	362	885	332	245	394	629	5,650
February-20	838	641	174	457	312	281	794	312	300	436	612	5,156
March-20	826	715	250	605	421	380	737	423	385	489	559	5,789
April-20	841	725	209	521	391	336	729	422	388	556	556	5,674
May-20	882	707	303	509	352	378	803	472	350	575	534	5,865
June-20	863	760	232	572	297	360	866	405	325	604	572	5,855
Total	10,381	8,410	3,384	5,755	4,341	4,588	10,541	4,505	4,133	6,407	7,311	69,756

Table C-3

Item: Tons (Cardboard)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	21	33	37	14	8	21	41	22	16	16	12	240
August-19	12	45	22	25	7	19	34	22	9	15	18	228
September-19	20	27	23	25	8	20	46	27	13	11	10	231
October-19	18	39	10	22	8	13	36	23	13	18	14	214
November-19	17	34	22	19	9	22	45	27	13	14	12	233
December-19	36	50	34	26	8	20	79	25	15	22	16	330
January-20	20	36	26	31	11	20	60	36	22	11	15	288
February-20	13	25	15	22	6	13	37	15	8	10	10	175
March-20	23	35	29	20	11	28	37	26	18	14	10	250
April-20	22	37	20	25	11	20	44	29	10	16	14	249
May-20	28	54	32	27	14	31	56	36	14	18	17	328
June-20	27	41	40	23	12	47	67	28	0	23	14	322
Total	257	457	310	280	114	273	582	317	149	187	161	3,089

Table C-4

Item: Tons (Commingled)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	33	20	17	36	13	24	17	53	36	19	14	283
August-19	30	25	17	37	19	15	33	58	41	21	13	310
September-19	35	22	16	34	16	17	42	59	35	21	15	310
October-19	28	14	17	35	19	22	43	55	38	19	16	307
November-19	34	21	19	39	20	20	31	55	49	16	16	319
December-19	36	22	18	38	22	26	29	68	36	17	18	330
January-20	29	26	20	33	16	21	34	64	36	16	13	310
February-20	31	21	13	29	12	19	40	57	26	19	15	282
March-20	37	15	18	34	6	26	36	51	39	18	12	293
April-20	31	12	16	37	18	22	38	72	38	17	14	315
May-20	41	24	17	36	18	22	37	54	44	19	19	331
June-20	31	22	18	32	14	21	31	59	32	16	6	282
Total	397	244	206	421	192	255	412	707	450	216	172	3,672

Table C-5

Item: Tons Open Top (C&D)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	161	487	0	179	0	0	726	0	0	148	122	1,823
August-19	237	508	0	202	0	0	654	0	0	145	137	1,882
September-19	183	363	0	138	0	0	586	0	0	89	107	1,466
October-19	210	446	0	188	0	0	657	0	0	101	85	1,687
November-19	211	428	0	142	0	0	599	0	0	120	79	1,578
December-19	190	432	0	113	0	0	531	0	0	85	74	1,425
January-20	264	391	0	133	0	0	584	0	0	109	85	1,567
February-20	160	428	0	179	0	0	545	0	0	103	55	1,470
March-20	120	508	0	131	0	0	569	0	0	79	76	1,483
April-20	139	413	0	201	0	0	652	0	0	86	87	1,577
May-20	139	424	0	155	0	0	770	0	0	115	76	1,679
June-20	196	496	0	150	0	0	965	0	0	109	93	2,009
Total	2,210	5,324	0	1,909	0	0	7,838	0	0	1,288	1,076	19,646

Table C-6

Item: Tons Open Top (Trash)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	22	41	0	0	0	0	66	0	0	26	0	155
August-19	0	2	0	0	0	0	2	0	0	2	0	7
September-19	29	65	0	17	0	0	52	4	0	27	16	211
October-19	0	13	3	0	0	0	0	0	0	14	0	30
November-19	0	4	0	0	0	0	0	0	0	6	0	11
December-19	0	7	0	0	0	0	2	0	0	6	0	15
January-20	0	9	0	0	0	0	4	0	0	4	0	17
February-20	26	9	0	0	0	0	9	0	0	3	0	47
March-20	19	26	0	3	0	0	0	0	0	13	0	61
April-20	21	111	0	0	0	0	91	0	0	87	3	313
May-20	19	120	0	18	0	0	113	3	0	50	21	343
June-20	5	120	0	8	6	0	51	0	0	12	21	222
Total	140	527	3	47	6	0	391	6	0	251	60	1,431

Table C-7

Item: Tons Pre-Crusher (Trash)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	462	323	96	311	191	229	536	252	151	290	282	3,122
August-19	510	323	105	331	166	241	521	233	120	288	243	3,082
September-19	449	253	70	274	164	195	386	204	136	292	209	2,633
October-19	421	263	44	313	152	166	448	193	140	313	216	2,669
November-19	501	276	53	328	132	220	441	217	136	261	239	2,805
December-19	489	280	104	316	187	237	479	209	145	285	246	2,976
January-20	499	307	74	381	153	224	430	223	107	269	243	2,911
February-20	325	257	65	344	162	166	416	205	100	255	206	2,501
March-20	468	325	108	353	191	242	554	229	165	330	297	3,263
April-20	573	397	89	399	221	261	508	218	162	294	318	3,439
May-20	661	416	129	406	239	301	611	276	199	389	406	4,031
June-20	656	479	160	430	243	309	593	300	183	409	416	4,178
Total	6,014	3,899	1,096	4,187	2,202	2,791	5,923	2,758	1,744	3,675	3,321	37,611

Table C-8

Item: Tons Pre-Crusher Switch-Out (Trash)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	132	72	33	86	36	58	101	36	20	74	79	728
August-19	84	54	31	71	46	30	66	53	43	60	89	627
September-19	62	48	26	65	38	34	98	57	28	46	87	589
October-19	93	26	35	38	35	49	60	27	10	66	69	506
November-19	52	26	27	56	37	30	27	49	20	44	50	417
December-19	80	52	22	59	29	51	76	47	35	74	93	617
January-20	64	35	23	54	38	35	71	59	38	68	75	559
February-20	63	37	17	32	35	35	66	50	40	57	75	505
March-20	69	63	24	52	41	47	88	61	10	63	86	603
April-20	92	70	50	45	49	44	58	70	41	56	57	631
May-20	104	57	26	46	43	27	77	19	27	49	45	520
June-20	124	89	31	73	43	61	79	51	16	74	76	718
Total	1,016	629	344	677	470	501	866	579	329	730	881	7,020

Table C-9

Item: Hauls (Cardboard)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	4	7	8	3	2	4	9	5	4	4	4	54
August-19	2	9	6	6	2	4	7	5	2	4	5	52
September-19	4	6	6	6	2	4	9	7	3	3	3	53
October-19	4	8	2	5	2	3	8	6	3	4	4	49
November-19	4	8	5	5	2	5	10	7	3	4	3	56
December-19	7	11	8	7	2	4	16	6	3	5	4	73
January-20	4	8	6	7	3	4	14	8	4	3	4	65
February-20	3	6	4	5	2	3	9	4	2	3	3	44
March-20	5	8	7	5	3	6	9	6	4	4	3	60
April-20	5	9	5	6	4	6	11	8	2	5	4	65
May-20	6	11	6	7	4	7	11	9	3	4	4	72
June-20	5	7	9	5	3	10	12	6	0	5	3	65
Total	53	98	72	67	31	60	125	77	33	48	44	708

Table C-10

Item: Hauls (Commingle)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	12	3	7	12	7	11	3	16	6	5	4	86
August-19	11	4	6	13	7	8	5	15	10	6	3	88
September-19	12	3	6	11	7	9	5	14	8	5	3	83
October-19	9	2	6	11	7	12	6	15	8	5	3	84
November-19	10	3	6	12	7	9	5	13	10	4	2	81
December-19	13	3	7	14	7	11	4	18	8	4	3	92
January-20	9	4	8	14	7	9	5	16	8	5	2	87
February-20	12	3	5	10	6	8	5	14	6	5	3	77
March-20	12	2	6	11	4	13	5	13	9	6	2	83
April-20	10	2	5	13	8	10	6	18	9	6	3	90
May-20	16	4	6	15	9	13	5	16	9	5	3	101
June-20	12	3	7	14	6	11	4	15	6	5	1	84
Total	138	36	75	150	82	124	58	183	97	61	32	1,036

Table C-11

Item: Hauls All Container Weekend Switch-Out

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	17	21	5	11	5	6	33	3	2	14	14	131
August-19	14	21	4	11	4	2	21	5	4	10	16	112
September-19	14	20	3	11	4	3	30	6	3	8	16	118
October-19	16	13	4	8	4	5	16	3	1	9	8	87
November-19	14	16	3	9	4	3	13	5	2	10	9	88
December-19	13	25	3	8	3	5	20	6	4	10	12	109
January-20	15	9	3	10	4	3	20	7	4	13	12	100
February-20	16	16	2	12	4	5	19	7	4	10	9	104
March-20	10	21	3	10	4	5	15	7	1	8	14	98
April-20	11	16	6	8	5	5	11	8	4	7	10	91
May-20	11	14	4	8	4	3	16	2	4	7	7	80
June-20	16	25	4	11	5	7	28	9	4	9	10	128
Total	167	217	44	117	50	52	242	68	37	115	137	1,246

Table C-12

Item: Hauls Open Top (C&D)

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	36	113	0	48	0	0	166	0	0	26	25	414
August-19	53	121	0	48	0	0	142	0	0	25	29	418
September-19	37	91	0	34	0	0	130	0	0	17	26	335
October-19	44	105	0	46	0	0	147	0	0	20	20	382
November-19	41	92	0	33	0	0	123	0	0	21	18	328
December-19	40	89	0	27	0	0	101	0	0	14	15	286
January-20	48	89	0	31	0	0	122	0	2	19	19	330
February-20	33	89	0	31	0	0	105	0	0	17	15	290
March-20	30	105	0	27	0	0	119	0	0	17	13	311
April-20	32	106	0	45	0	0	148	0	0	20	21	372
May-20	33	105	0	34	0	0	155	0	0	21	15	363
June-20	43	110	0	26	0	0	192	0	0	22	20	413
Total	470	1,215	0	430	0	0	1,650	0	2	239	236	4,242

Table C-13**Item: Hauls Open Top (C&D) Switch Out**

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	4	12	0	2	0	0	21	0	0	6	5	50
August-19	5	15	0	4	0	0	13	0	0	4	7	48
September-19	7	14	0	4	0	0	17	0	0	3	5	50
October-19	5	9	0	4	0	0	9	0	0	2	1	30
November-19	8	13	0	3	0	0	10	0	0	5	3	42
December-19	3	19	0	2	0	0	10	0	0	3	2	39
January-20	8	5	0	4	0	0	11	0	2	5	4	39
February-20	3	12	0	8	0	0	11	0	0	4	1	39
March-20	0	13	0	4	0	0	4	0	0	1	5	27
April-20	1	8	0	1	0	0	4	0	0	0	3	17
May-20	0	7	0	3	0	0	7	0	0	2	2	21
June-20	4	15	0	4	0	0	17	0	0	1	2	43
Total	48	142	0	43	0	0	134	0	2	36	40	445

Table C-14**Item: Hauls Open Top (Trash)**

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	5	13	0	0	0	0	17	0	0	5	0	40
August-19	0	2	0	0	0	0	1	0	0	1	0	4
September-19	8	19	0	5	0	0	13	1	0	7	3	56
October-19	0	3	1	0	0	0	0	0	0	4	0	8
November-19	0	1	0	0	0	0	0	0	0	2	0	3
December-19	0	2	0	0	0	0	1	0	0	1	0	4
January-20	0	3	0	0	0	0	2	0	0	1	0	6
February-20	14	2	0	0	0	0	2	0	0	1	0	19
March-20	5	9	0	1	0	0	0	0	0	4	0	19
April-20	6	27	0	0	0	0	21	0	0	21	1	76
May-20	5	30	0	4	0	0	26	1	0	11	5	82
June-20	1	28	0	1	2	0	11	0	0	3	5	51
Total	44	139	1	11	2	0	94	2	0	61	14	368

Table C-15**Item: Hauls Pre-Crusher (Trash)**

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	43	36	11	32	24	21	59	24	14	27	29	320
August-19	50	35	12	33	16	21	57	22	12	28	23	309
September-19	46	29	9	27	18	20	42	21	13	28	22	275
October-19	41	31	7	31	16	16	51	20	14	32	22	281
November-19	53	33	6	34	14	21	50	21	14	27	26	299
December-19	52	32	12	33	19	23	56	20	15	27	25	314
January-20	49	34	9	38	16	22	51	23	11	27	23	303
February-20	32	30	8	35	17	16	49	20	10	27	20	264
March-20	48	37	12	36	19	23	67	23	17	33	29	344
April-20	58	45	11	42	22	26	59	22	16	31	31	363
May-20	66	47	16	41	23	30	71	30	22	37	41	424
June-20	62	52	19	45	26	28	69	31	20	41	40	433
Total	600	441	132	427	230	267	681	277	178	365	331	3,929

Table C-16**Item: Hauls Pre-Crusher Switch-Out (Trash)**

Month	CC-01	CC-02	CC-03	CC-04	CC-05	CC-06	CC-07	CC-08	CC-09	CC-10	CC-11	Total
July-19	13	9	4	9	5	5	12	3	2	8	9	79
August-19	9	6	4	7	4	2	8	5	4	6	9	64
September-19	7	6	3	7	4	3	11	6	3	5	11	66
October-19	11	3	4	4	4	5	7	3	1	7	7	56
November-19	6	3	3	6	4	3	3	5	2	5	6	46
December-19	9	6	3	6	3	5	9	5	4	7	10	67
January-20	7	4	3	6	4	3	9	7	4	8	8	63
February-20	6	4	2	4	4	4	8	6	4	6	8	56
March-20	8	8	3	6	4	5	11	6	1	7	9	68
April-20	10	8	6	5	5	5	7	8	4	6	7	71
May-20	11	7	3	5	4	3	9	2	3	5	5	57
June-20	12	10	4	7	5	6	10	6	2	8	8	78
Total	109	74	42	72	50	49	104	62	34	78	97	771

ATTACHMENT D

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 its 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. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

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

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

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 or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

IX. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

X. 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.

XI. 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.

XII. NON-APPROPRIATION

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

XIII. GOVERNING LAW

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

XIV. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a

bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XV. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to [NCGS 147 Article 6E, Iran Divestment Act](#), Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XVI. FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: _____
Wake County Department Head

By: _____

Date: _____

Date: _____

By: _____
Wake County Manager or Designee

Mailing Address

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

ATTACHMENT E

Proposed Rates - Expenses

PROPOSED RATES FOR OPERATIONS (LABOR)							
Item No.	Description	Sites	Unit Description	Rate	Estimated Units	Estimated Annual Cost	Notes
1	All Attendant Hours (Full Time)	All	Per Hour		47,008	\$0.00	Estimated Hours Per Year Assume 50% of total labor hours using FY 2020 Data
2	All Attendant Hours (Part Time)	All	Per Hour		47,008	\$0.00	Estimated Hours Per Year Assume 50% of total labor hours using FY 2020 Data
3	General Supervision and Management	All	Per Site Per Month		132	\$0.00	11 sites x 12 months
4	Site grading and gravel replacement, site signage cleaning; and site portable sanitation unit rental.	All	Per Site Per Year		11	\$0.00	Cost for site grading and stone replacement (estimated grading to be done twice per year per site. May be required more often, as necessary); annually cleaning signs or more frequently as needed; and portable sanitation units for Attendants.
5	New and/or replacement signage	All	Per Year Allowance			\$5,000.00	Represents an annual allowance for signage replacement as needed.
6	Site cleaning, litter collection (inside the fence) and grounds upkeep; orderly tool storage; ice prevention; and all safety measures and traffic control devices.	All	Per Site Per Month		132	\$0.00	Routine cleaning of debris and litter inside fence, blow off hard surfaces, apply salt as needed, provide traffic control devices, provide safety devices, clean and paint railings and bollards, etc. (11 sites x 12 months)
7	Snow removal	All	Per Site Per Event		11	\$0.00	Pass through cost to Wake County, performed as needed (Note: Salting is included in Item 6)
8	Web Cameras	All	Per Container		17 (or more as needed)		Cost for installing and providing continuous live image of C&D containers at Sites 1, 2, 4, 7, 10 and 11 and scrap metal containers at all Sites
TOTAL BASE ANNUAL COST FOR OPERATIONS (LABOR):						\$5,000	

ATTACHMENT E
CONVENIENCE CENTER OPERATIONAL SERVICES BID FORM

PROPOSED RATES FOR HAULING							
Item No.	Description	Sites	Unit Description	Rate	Estimated Units	Estimated Annual Cost	Notes
9	30 Cubic Yard Enclosed Roll-Off Rental (Commingled Recyclables)	1,4	Per Month Per Container		96	\$0.00	8 total containers (including spares) x 12 months
10	30 Cubic Yard Enclosed Roll-Off Haul (Commingled Recyclables)	1,4	Per Haul		288	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to Waste Management Recycle America) Assume 2/3 annual hauls for 30 cubic yard containers for sites 1 and 4
11	40 Cubic Yard Enclosed Roll-Off Rental (Commingled Recyclables)	2, 3,5,6,7,8,9,11	Per Month Per Container		192	\$0.00	16 total containers (including spares) x 12 months
12	40 Cubic Yard Enclosed Roll-Off Haul (Commingled Recyclables)	2, 3,5,6,7,8,9,11	Per Haul		748	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to Waste Management Recycle America)
13	250 Self Contained Compactor Rental (Commingled Recyclables)	1,4,10	Per Month Per Container		72	\$0.00	6 total containers (including spares) x 12 months
14	40 Cubic Yard Enclosed Roll-Off Rental (Cardboard)	All	Per Month Per Container		264	\$0.00	22 total containers (including spares) x 12 months
15	40 Cubic Yard Enclosed Roll-Off Haul (Cardboard)	All	Per Haul		708	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to Waste Management Recycle America)
16	40 Cubic Yard Enclosed Roll-Off Rental (Trash)	All	Per Month Per Container		384	\$0.00	32 total containers (including spares) x 12 months
17	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	1	Per Haul		600	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
18	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	2	Per Haul		441	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
19	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	3	Per Haul		132	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
20	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	4	Per Haul		427	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
21	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	5	Per Haul		230	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
22	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	6	Per Haul		267	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
23	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	7	Per Haul		681	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
24	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	8	Per Haul		277	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
25	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	9	Per Haul		178	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
26	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	10	Per Haul		365	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
27	40 Cubic Yard Enclosed Roll-Off Haul (Trash)	11	Per Haul		331	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
28	30 Cubic Yard Open Top Roll-Off Haul (Trash)	1	Per Haul		44	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
29	30 Cubic Yard Open Top Roll-Off Haul (Trash)	2	Per Haul		139	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
30	30 Cubic Yard Open Top Roll-Off Haul (Trash)	3	Per Haul		1	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
31	30 Cubic Yard Open Top Roll-Off Haul (Trash)	4	Per Haul		11	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
32	30 Cubic Yard Open Top Roll-Off Haul (Trash)	5	Per Haul		2	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
33	30 Cubic Yard Open Top Roll-Off Haul (Trash)	6	Per Haul		0	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
34	30 Cubic Yard Open Top Roll-Off Haul (Trash)	7	Per Haul		94	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
35	30 Cubic Yard Open Top Roll-Off Haul (Trash)	8	Per Haul		2	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
36	30 Cubic Yard Open Top Roll-Off Haul (Trash)	9	Per Haul		0	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to South Wake Landfill)
37	30 Cubic Yard Open Top Roll-Off Haul (Trash)	10	Per Haul		61	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
38	30 Cubic Yard Open Top Roll-Off Haul (Trash)	11	Per Haul		14	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data (to East Wake Transfer Station)
39	30 Cubic Yard Open Top Roll-Off Rental (Trash, C&D, Commingled, etc.)	All	Per Month Per Container		120	\$0.00	Spare 30 Cubic Yard Open Top Roll-Offs Available for Pre-Crusher/Compactor Down Time (Estimate Needing 10 Spares) 10 spares x 12 months
40	All Container Weekend & Holiday Switch-Out Hauls	All	Per Haul		1,246	\$0.00	Estimated Number of Switch-Out Hauls Per Year (to both South Wake Landfill and East Wake Transfer Station) - From FY 2020 Data (this will include switch-outs for trash, cardboard, commingled and C&D)
41	40 Cubic Yard Open Top Roll-Off Rental (C&D)	1,2,4,7,10,11	Per Month Per Container		360	\$0.00	30 total containers (including spares) x 12 months
42	40 Cubic Yard Open Top Roll-Off Haul (C&D) to Appropriate Disposal Facility	1	Per Haul		518	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data
43	40 Cubic Yard Open Top Roll-Off Haul (C&D) to Appropriate Disposal Facility	2	Per Haul		1,357	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data
44	40 Cubic Yard Open Top Roll-Off Haul (C&D) to Appropriate Disposal Facility	4	Per Haul		473	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data
45	40 Cubic Yard Open Top Roll-Off Haul (C&D) to Appropriate Disposal Facility	7	Per Haul		1,784	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data
46	40 Cubic Yard Open Top Roll-Off Haul (C&D) to Appropriate Disposal Facility	10	Per Haul		275	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data
47	40 Cubic Yard Open Top Roll-Off Haul (C&D) to Appropriate Disposal Facility	11	Per Haul		276	\$0.00	Estimated Number of Hauls Per Year - From FY 2020 Data
48	Tip Fee for C&D Debris to Appropriate Disposal Facility	1	Per Ton		2,210	\$0.00	Estimated Number C&D Tons Per Year - From FY 2020 Data
49	Tip Fee for C&D Debris to Appropriate Disposal Facility	2	Per Ton		5,324	\$0.00	Estimated Number C&D Tons Per Year - From FY 2020 Data
50	Tip Fee for C&D Debris to Appropriate Disposal Facility	4	Per Ton		1,909	\$0.00	Estimated Number C&D Tons Per Year - From FY 2020 Data
51	Tip Fee for C&D Debris to Appropriate Disposal Facility	7	Per Ton		7,838	\$0.00	Estimated Number C&D Tons Per Year - From FY 2020 Data
52	Tip Fee for C&D Debris to Appropriate Disposal Facility	10	Per Ton		1,288	\$0.00	Estimated Number C&D Tons Per Year - From FY 2020 Data
53	Tip Fee for C&D Debris to Appropriate Disposal Facility	11	Per Ton		1,076	\$0.00	Estimated Number C&D Tons Per Year - From FY 2020 Data
TOTAL BASE ANNUAL COST FOR HAULING:						\$0	

ATTACHMENT E
CONVENIENCE CENTER OPERATIONAL SERVICES BID FORM

ADD ALTERNATES (HAULING ONLY)							
The following alternatives are NOT included above, but may be added to the Base, if selected.							
Item No.	Description	Sites	Unit Description	Rate	Estimated Units	Estimated Annual Cost	Notes
54	40 Cubic Yard Enclosed Roll-Off Rental (C&D)	1,7,11	Per Month Per Container		72	\$0.00	6 total containers (including spares) x 12 months (if used, should only include value required above what is already included in Item 41 - replaces units at sites 1,7 & 11)
TOTAL ANNUAL COST FOR HAULING ADD ALTERNATES:						\$0	

Note:
1. Additional equipment may be required once sites are reconfigured or new sites are constructed. Contractor will negotiate reasonable rates with Wake County for such services.