



REQUEST FOR PROPOSALS #26-038

WAKE COUNTY, NORTH CAROLINA
SOLID WASTE MANAGEMENT DIVISION

Proposal Title: RFP – School Recycling Collection

Wake County is requesting proposals to provide collection carts, hauling services, and processing of mixed recyclable materials from specified Wake County Public School System locations and public charter schools. The purpose of this document is to specify the County’s needs and to solicit responsive proposals from prospective providers. Direct inquiries for information should be sent through the Bonfire (Euna) Messages portal.

Submit Proposals:

Proposers must submit a response through the Wake County’s Bonfire (Euna Procurement) Portal at <https://wake.bonfirehub.com>

INCLUDE THIS PAGE AS THE FIRST PAGE OF YOUR PROPOSAL RESPONSE

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Provider: _____

Mailing Address: _____

Remittance Address (If Different) _____

Fed ID or SS Number: _____

Date of Quote: _____

Phone: _____

Fax: _____

Signature: _____

Title: _____
(Applicable to Partnership/Corporation)

Print Name: _____

- INDICATE THE TYPE OF BUSINESS:
- _____ Individual Trading in Own Name
 - _____ Individual Trading Under Trade Name
 - _____ Partnership
 - _____ Corporation

CORPORATE SEAL:

GENERAL INFORMATION

Wake County Solid Waste Management Division is requesting proposals from qualified providers to supply collection carts, hauling services, and processing of recyclable materials from specified Wake County Public School System locations and public charter schools within Wake County. Provider shall provide all facilities, equipment, labor and services required for the processing and marketing of recyclable materials. Provider will comply with local, state and federal regulations concerning the receiving, processing, and marketing of recyclable materials.

This document covers contract requirements for all Wake County Public School System sites and public charter schools listed in Attachment B. Wake County Solid Waste Division will administer the contract.

ATTACHMENTS

- Attachment A – Scope of Provider Services
- Attachment B – Provider Proposal & Pricing Tables
- Attachment C – Sample Wake County Contract
- Attachment D – List of Participating Schools

PROPOSAL SUBMISSION

Prospective providers should submit their proposals with the following information and attachments included. Failure to clearly and completely provide all the information requested below, on the forms provided and, in the order requested, may result in rejection of the proposal as non-responsive.

1. Corporate Designation Page (see Page 1 of RFP) – please note that company name must be registered with the NC Secretary of State.
2. Provider Proposal & Pricing Tables (Attachment B) – not to exceed 25 pages
3. Certificate of Insurance that meets the minimum requirements listed in Sample Contract (Attachment C)

TENTATIVE SCHEDULE

The following schedule should be considered:

| Date | Event |
|-----------------------|---|
| March 23, 2026 | RFP Issued by Wake County |
| March 31, 2026 | Deadline for submission of written questions by 5:00pm in the WC Bonfire portal |
| April 20, 2026 | Proposals due before 3:00pm in the WC Bonfire portal |
| May 2026 | Proposal selected and contract process started |
| July 1, 2026 | Provider begins work |

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 all work described in this RFP, or any portion thereof.
- 3) To receive questions from Proposers 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 Proposer and to request additional information to support such Proposer's responses and submittals.
- 6) To seek clarification of proposals from Proposers.
- 7) To cancel this procurement process with or without submission of another 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.

EVALUATION PROCESS

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

Stage One: Review Proposals

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. Upon receipt of the proposals from Proposers, Selection Committee members may review and select ("short-list") for further consideration those proposals which are responsive and which, taking into consideration price, quality, performance, references, and the time specified in the proposals for the performance of the contract, appear to be most favorable to provide the services sought by this RFP.

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 Providers will be selected:

- Qualifications
- Experience
- References
- Pricing
- Responsiveness

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

ADDITIONAL INFORMATION

The services of the selected Provider(s) shall begin on July 1, 2026, and unless sooner terminated by mutual consent, shall be provided until June 30, 2031, with two, one-year optional extensions at the discretion of Wake County. To minimize disruptions to the customers of the Solid Waste Facilities 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 Provider(s) and Wake County, such that closures to each site are minimized.

The Provider'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.

ATTACHMENT A: SCOPE OF SERVICES

This Scope of Services sets forth the services the successful Proposer will provide as part of the contract to supply collection carts, hauling services, and processing of recyclable materials from specified Wake County Public School System locations and public charter schools. The Provider is not expected to collect garbage or corrugated cardboard. Collection carts will only need to be provided as replacements for existing carts or to supply new schools. The Provider may identify additional recyclable commodities, but must collect all of the materials listed below:

1. Mixed paper including notebook paper, construction paper, printer paper, newsprint, magazines, paperback books, paperboard boxes and paper tubes
2. Metal food and drink cans
3. Glass bottles and jars that contained food or drinks
4. Plastic bottles, tubs, jugs, and jars

These services are outlined and described in detail below.

1. School Recycling Program Background

Wake County Solid Waste Division has funded recycling collection in public schools since 1991. During the 2025-2026 school year, the Feed the Bin School Recycling Program serves 209 schools. Participating schools are supplied with 64- or 96-gallon carts and weekly collection of mixed paper, metal food and drink cans, glass bottles and jars, and plastic bottles, tubs, jugs, and jars. The following chart shows the tons of materials recycled over the last three fiscal years.

| | FY23 | FY24 | FY25 |
|----------------|--------|--------|--------|
| Annual Tonnage | 640.01 | 648.28 | 610.45 |

2. Provider Minimum Qualifications

- a. Provide qualified staff to handle the day-to-day operations of receiving and processing of recyclable material.
- b. Have the necessary facilities, equipment, and employees to operate a Material Recovery Facility.
- c. Provide an annual audit of the school recycling program's materials.
- d. Provide a dedicated staff member as point of contact for the County.
- e. Provide monthly data reports to County.
- f. Be fully operational to meet contract requirements by July 1, 2026.

3. Collection Expectations

- a. The frequency of commingled recyclables collection services at participating schools is once per week.
- b. The collection of paper and commingled recyclables at schools shall not interfere with the start of school in the morning or dismissal of students at the end of the day.
- c. The Provider agrees to respond to emergency, extra pick-up requests within 24-hours of being notified in writing (email), or verbally (telephone), by Wake County.
- d. The Provider shall be responsible for paying all fees (including landfill tipping fees), royalties, insurance premiums, etc., as required by law to fulfill the contract(s) based on the total number of containers. The Provider shall also secure and pay all licenses and permits required by law before and during the course of work.
- e. Where local ordinances require enclosures, the driver will open all enclosures and correctly replace the containers. The Provider will be responsible for closing gates at schools.
- f. The Provider will determine recycling collection schedules subject to approval by Wake County. Any change in recycling collection schedules or change in the number of carts must be submitted in writing to and approved by the Contract Administrator at least five (5) working days prior to the changes.
- g. Wake County may request and receive reduced service with appropriate reduction in fees. Planned breaks will be determined in collaboration with Provider when contract is finalized.
- h. The Provider will provide 64- and 96-gallon recycling roll carts to any schools that are added to the recycling collection program. The 64-gallon carts are generally used at elementary schools. The 96-gallon carts are generally used at middle schools and high schools. Roll carts shall be new and uniform in color and design. Roll carts shall be able to withstand outdoor conditions. Roll carts shall be labeled with decals provided by Wake County.
- i. Broken carts shall be replaced by Provider in a timely manner at no additional cost. Provider shall provide new carts for school sites that are added to the program or to meet increased demand at existing sites at a specified price.
- j. The Provider shall keep up-to-date and accurate records of the number and type of carts and decals at each school and in storage. The Provider shall notify the County whenever carts or cart decals in reserve fall below twenty (20) in number.
- k. The Provider shall provide recycling container washing (with biodegradable soap and in compliance with U.S. Environmental Protection Agency runoff guidelines), sanitizing, repairing and re-labeling. This service will be provided only at the request of Wake County. When the service is requested, within seven (7) calendar days the Provider will remove the dirty cart(s) from the site and immediately replace the dirty cart(s) with clean carts of the same size. Dirty carts will be washed offsite, then placed back in use when additional requests for cart cleaning are made.
- l. The Provider shall respond to the Wake County's service-related inquiries within two (2) working days of receipt.
- m. The Provider will provide one (1) point of contact to Wake County serving as an account manager as well as a point of contact for emergency service or repair issues.

- n. Wake County reserves the right to add or remove the number of containers and number of pick-ups when it is in the best interest of Wake County.
- o. If scheduled service cannot be made due to equipment failure, illness, weather, or other unforeseeable delay, the Provider will notify Wake County immediately.
- p. The Provider shall not be required to make regular collections on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. The Provider shall provide a holiday service schedule in writing at least ten (10) days prior to the holiday.
- q. Wake County and the Provider acknowledge that timely performance of collection services is essential to the success of the recycling program. In extreme circumstances, collection may be suspended to protect public safety and/or the safety of the Provider's employees. In the case of such an event, the Provider will first contact Wake County so they can notify the affected sites and reschedule collection on a date acceptable to Wake County and the sites.

4. Preparation of Materials for Collection

- a. Schools must not place materials in plastic bags prior to depositing in the 64- or 96-gallon recycling carts.
- b. All recyclable materials placed for collection shall be owned by and are the responsibility of the participating schools until they are handled by the Provider. Upon handling of the recyclable materials by Provider, the recyclable materials become the property and responsibility of the Provider.

5. Service Requirements for Wake County Public School System Sites

- a. The Provider will be responsible for adhering to all Wake County Public School System Board of Education as outlined in the policy manual at https://boardpolicyonline.com/bl/?b=wake_new
- b. The Provider must conduct an annual background check and complete a Sexual Offender Registry Check Certification Form on any driver that visits school property.

6. Provider's Equipment

- a. The Provider shall keep vehicles compatible with all specified recycling carts (64- and 96-gallon) for the term of this Agreement.
- b. The Provider shall keep all equipment used in the performance of the work in good working order and in a clean, sanitary condition. The Provider shall be responsible for the clean-up and full remediation of all fluid spills originating from their equipment. Equipment is subject to periodic inspection by Wake County.
- c. Provider shall clearly mark, as determined by Wake County, all trucks used for recycling collection with the Provider's name and phone number.

7. Additional Provider Responsibilities

- a. The Provider shall maintain an office with continuous supervision for accepting complaints. The office shall be in service during the hours of 7:00 a.m. until 5:00 p.m. Monday through Friday or until all routes are complete, whichever is later. The address and telephone number of such office and any changes therein shall be given to the County in writing.

- b. The Provider shall immediately clean up and dispose of any waste, recyclable material or other debris that is spilled in the provision of collection services to a facility.
- c. The Provider shall not use private driveways or parking lots that are not owned by the schools while providing collection service under this Agreement.
- d. The Provider shall use its best efforts to ensure that all recyclable materials collected from schools are not placed in landfills or incinerators and are distributed to the appropriate markets for reuse and recycling. The Provider will report to Wake County the types and amounts of recyclable materials landfilled, the reason for the landfilling and the steps being taken by the Provider to avoid future landfill events. All costs associated with such disposal will be borne by the Provider. The Provider will at all times be under a duty to minimize recyclable materials landfilled.
- e. The Provider shall be responsible for any damage incurred in the performance of this Agreement, except as provided for in state law, by any employee, truck or equipment to property such as, but not limited to, dumpster enclosure walls, gates, fences, garage doors, bollards, and third-party vehicles at facilities. Damage to school facilities must be reported immediately to the Contract Administrator.

8. Wake County and School Responsibilities

- a. Wake County will determine the specific schools that will become part of the program.
- b. Wake County will collaborate with the Provider to determine the level of service to each school (cart size and number of carts).
- c. Wake County will supply educational materials to school coordinators for distribution to students and staff.
- d. Wake County will communicate with school coordinators to address contamination or participation problems.

9. Filing Reports

The Provider shall email daily reports showing the total tonnage of recyclable materials collected and number of carts emptied at each individual school. The Provider shall email monthly invoices by the 15th of each month using a template provided by Wake County. Properly documented and substantiated invoices which are approved will be processed and paid by Wake County within 30 days of receipt.

10. Meetings

The Provider shall meet with Wake County Solid Waste Management Division staff 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.

ATTACHMENT B: PROVIDER PROPOSAL AND PRICING TABLES

All Providers must complete Provider Information, Experience, Proposal Questions, References, Minimum Qualifications, and Pricing Table.

Provider Information

| | | | |
|-----------------------------|-----------------------|---------------|-------------|
| <i>Provider Name:</i> | | | |
| <i>Mailing Address:</i> | <i>City:</i> | <i>ST:</i> | <i>Zip:</i> |
| <i>Physical Address:</i> | <i>City:</i> | <i>ST:</i> | <i>Zip:</i> |
| <i>Contact Person:</i> | | <i>Title:</i> | |
| <i>Direct Phone Number:</i> | <i>Email Address:</i> | | |

Experience

| | |
|---|--|
| <i>Number of years in business.</i> | |
| <i>Number of years of providing waste and/or recycling facility operations.</i> | |
| <i>Current number of public sector clients using services proposed.</i> | |
| <i>List any terminated projects or cancelled contracts. Disclose the jurisdiction and explain the reason for termination.</i> | |
| <i>List any additional environmental permits, licenses, or approvals.</i> | |
| <i>List any environmental or safety related orders, notices, citations, or violations received in the past three (3) years.</i> | |
| <i>Legal History for Past Five (5) Years (Information can be submitted in a separate envelope marked "Confidential-Do Not Release Publicly). List any past or pending litigation (initiated by or against Proposer) related to waste or recycling collection, processing, transportation, storage in the past five (5) years.</i> | |

Proposal Questions

1. Provide an overview and history of your company.
2. Describe your total organization, including any parent companies, subsidiaries, affiliates, and other related entities.
3. Describe the key individuals, along with their qualifications, professional certifications and experience that would comprise your organization's team for providing services requested.
4. Describe your organization's capabilities to provide consistent, reliable hauling of commingled recyclable materials from public schools within Wake County.
5. Describe your organization's procedures for sorting and transporting commingled recyclable materials to end-user markets.
6. Is your organization able to recycle paper cups, plastic cups, plastic clamshells, or any other materials that are not currently part of our school recycling program (see Attachment A)? Explain which additional materials, if any, your organization could accept and how they would be separated and marketed to end users.
7. What steps will your organization take to ensure that the transition for the program runs smoothly?
8. Provide a list of contracts held with other agencies similar in size to Wake County.

References

Provider shall identify at least three references below. References shall be major customers for which the provider has provided hauling services or processing of recyclable materials during the past two (2) years, with particular emphasis on other government customers.

Reference 1

| | | | |
|-----------------------------|-----------------------|---------------|-------------|
| <i>Organization Name:</i> | | | |
| <i>Address:</i> | <i>City:</i> | <i>ST:</i> | <i>Zip:</i> |
| <i>Contact Person:</i> | | <i>Title:</i> | |
| <i>Direct Phone Number:</i> | <i>Email Address:</i> | | |

Reference 2

| | | | |
|-----------------------------|-----------------------|---------------|-------------|
| <i>Organization Name:</i> | | | |
| <i>Address:</i> | <i>City:</i> | <i>ST:</i> | <i>Zip:</i> |
| <i>Contact Person:</i> | | <i>Title:</i> | |
| <i>Direct Phone Number:</i> | <i>Email Address:</i> | | |

Reference 3

| | | | |
|-----------------------------|-----------------------|---------------|-------------|
| <i>Organization Name:</i> | | | |
| <i>Address:</i> | <i>City:</i> | <i>ST:</i> | <i>Zip:</i> |
| <i>Contact Person:</i> | | <i>Title:</i> | |
| <i>Direct Phone Number:</i> | <i>Email Address:</i> | | |

Minimum Qualifications

Check the applicable box to signify compliance or non-compliance to each minimum qualification.

| | | |
|--|-----------------------------------|--|
| Provider has two (2) years of experience providing hauling and/or processing of commingled recyclable materials. | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provider has qualified staff to handle the day-to-day operations of receiving and processing of recyclable material. | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provider has all the facilities and equipment required to meet the scope of services. | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provider is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provider can be fully operational to meet contract requirements by July 1, 2026. | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provider can conduct an annual audit of the recyclable materials collected from participating schools. | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provider has all necessary licenses and permits required by local, state, and federal agencies. | <input type="checkbox"/> Complies | <input type="checkbox"/> Do Not Comply |
| Provide any certification and/or documentation in support of your compliance as attachments that are clearly referenced. | | |
| If you do not comply with any of the requirements above, please describe exactly how you will achieve the minimum qualification. | | |

Pricing Table

All-inclusive pricing to provide the services outline in Attachment A: Scope of Services

| Roll Cart Size | Number of Carts at Site | Price per Collection |
|-----------------------|--------------------------------|-----------------------------|
| 64-gallon | 1 to 5 | |
| 64-gallon | 6 to 10 | |
| 64-gallon | 11 or more | |
| 96-gallon | 1 to 5 | |
| 96-gallon | 6 to 10 | |
| 96-gallon | 11 or more | |

| Price of New Roll Carts | Cost (US \$) |
|--------------------------------|---------------------|
| 64-gallon cart | |
| 96-gallon cart | |

ATTACHMENT C: **SAMPLE CONTRACT**

**NORTH CAROLINA
WAKE COUNTY**

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

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.

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.

TERM

The services of the Provider shall begin on _____, 20___, and shall be provided until _____, 20___.

MAXIMUM AMOUNT PAYABLE: _____ (\$_____)

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

GOVERNING LAW

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

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.

IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., Providers 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. Providers 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.

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).

ANTI DISCRIMINATION

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinances Title III, Section 34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: _____
Wake County Department Head

By: _____

Date: _____

Date: _____

By: _____
Wake County Manager or Designee

Date: _____

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

FINANCE OFFICER

The person responsible for monitoring the contract performance requirements is

_____ Department Head Initials