

**BID NO. PUR-1552
INVITATION TO BID
ISSUED ON BEHALF OF
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

**BY
THE WASHINGTON COUNTY PURCHASING DEPARTMENT
100 WEST WASHINGTON STREET, SUITE 3200
HAGERSTOWN, MD 21740
PHONE: 240-313-2330
FAX: 240-313-2331**

DATE ISSUED: May 9, 2022

MATTRESS AND BED BASE REMOVAL, DISPOSAL RECYCLING

**PRE-BID CONFERENCE DATE/
TIME AND LOCATION:**

Wednesday, May 18, 2022 at 10:00 A. M., (EDT/EST)
Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

DEADLINE FOR QUESTIONS: 4:00 P.M., (EDT/EST), Wednesday, May 25, 2022

SUBMIT BIDS TO:

Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Room 3200
Hagerstown, MD 21740

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than 2:00 P.M., (EDT/EST), Wednesday, June 8, 2022

BID OPENING LOCATION:

Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

If indicated below (✓) and not waived by the County, Bidders shall be required to provide the following:

- _____ A Bid Bond, in the amount of five (5%) percent of the bid on a bid of \$100,000 or more for construction contracts and on a bid of \$50,000 or more for contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- _____ A Performance Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.
- _____ A Labor and Material Bond for a bid award of \$100,000 or more on construction contracts and on contracts for services, supplies, or construction related services. See "Bid Bonds – Section 2" of the General Conditions and Instructions to Bidders.

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PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1552
MATTRESS AND BED BASE REMOVAL, DISPOSAL RECYCLING

INVITATION TO BID

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **“MATTRESS AND BED BASE REMOVAL, DISPOSAL RECYCLING”**. Bid documents are available immediately from the Washington County website <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. Inquiries should be directed to Rick F. Curry, CPPO – Director of Purchasing, Washington County Purchasing Department at telephone 240-313-2330 or fax 240-313-2331.

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (PUR-1552) “MATTRESS AND BED BASE REMOVAL, DISPOSAL RECYCLING”** and be received and time stamped by the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **2:00 P.M., (EDT/EST), Wednesday, June 8, 2022** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present.

A Pre-Bid Conference will be held **Wednesday, May 18, 2022 at 10:00 A. M. (EDT/EST)** in the Washington County Administration Complex, Third Floor Conference Room No. 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged.

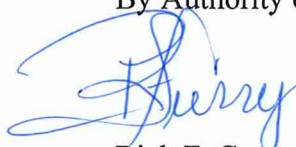
NOTE: All Bidders must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources to maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring

to make arrangements no later than five (5) calendar days prior to the Pre-Bid Conference and/or Bid Opening.

The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids and to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County, Maryland.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
Supply and Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this "Bid Document," apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the Washington County's Director of Purchasing (hereinafter "Director of Purchasing"), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the County prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and Washington County, Maryland (hereinafter "County") laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Washington County Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

1. **Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Director of Purchasing, agrees to an extension.
2. **Bids for All or Part:** Unless otherwise specified by the County or by the Bidder, the County reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict his/her bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the County.
3. **Catalogs:** Each Bidder shall submit where necessary or when requested by the Director of Purchasing, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to Washington County, Maryland upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Director of Purchasing of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Director of Purchasing whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Director of Purchasing of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The County may examine the Bidder's and any first-tier subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The County shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

11. Illegal Immigrants:

- a. The Bidder shall comply with the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, the Bidder may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The Bidder shall verify the identity and employment eligibility of anyone employed or to be employed, including completion of the Employment Eligibility Verification Form (I-9). The Bidder shall establish appropriate procedures and controls to ensure that no services under this Contract will be performed by any worker who is not legally eligible to perform such services or for employment.
- b. Failure by the Bidder or his/her Sub-Contractors to comply with the provisions of Section 11.a. herein will be grounds for termination of the Contract.

12. Insurance: Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractors Policy*, included herein, prior to the execution of any contract. The Bidder, if requested, shall provide the Certificate of Insurance to the Purchasing Department within ten (10) calendar days after receiving a request for it. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the County. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the County at least ten (10) calendar days prior to the expiration.

13. **Interpretations, Discrepancies, Omissions:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Rick F. Curry , CPPO – Director of Purchasing
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740
FAX: 240-313-2331; or send questions in Microsoft Word platform via
e-mail to: purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Requests received after 4:00 P.M. on the date included in the Supplemental Terms and Conditions may not be considered.

14. **Landfill Tipping Fees:** Disposal of items shall be at an approved sanitary landfill and any fees for same must be included in the Bidder's proposal.
15. **Late Bids:** Formal bids or amendments thereto received by the County after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
16. **Mailing of Bids:** The County assumes no responsibility for the timely deliverance of mailed bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
17. **Maryland Buy American Steel Act:** In accordance with the Annotated Code of Maryland—State Finance and Procurement Article, Sections 17-301 – 17-306, Washington County is defined as a Public Body and as such shall require a Bidder or subcontractor to use or supply only American Steel products in the performance of a contract as stated in the above referenced Sections.
18. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Director of Purchasing.
19. **Officers Not to Benefit:** No member of the elected governing body of Washington County, Maryland, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way

of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any County or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the County.

20. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered, time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
21. **Procurement Policy Manual:** This bid is administered according to Washington County's Procurement Policy Manual adopted by the Board of County Commissioners of Washington County, Maryland on June 25, 2013 and effective July 1, 2013. The contents of the aforementioned Manual may be requested from the Washington County Purchasing Department at 240-313-2330 or may be found on the web site at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>.
22. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The Bidder shall submit one (1) original bid on the forms provided with original signature, sealed to the County for that purpose. All bids must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the Washington County Purchasing Department promptly on or before, time, date, and place stipulated on the Invitation to Bid. **NO** bids received after such stipulated time and date will be considered by the County. ***Facsimile or Electronic Bids will not be accepted.***
23. **Registration with Maryland Department of Assessments and Taxation:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is sdat.charterhelp@maryland.gov, and phone numbers are: **(410) 767-1340** or **(888) 246-5941**.
24. **Reservations:** The County or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The County reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the County. The County reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the County.

- 25. Response to Invitation:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation to Bid", please return the Bid with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three (3) successive bid openings.
- 26. Substitutions:** All equipment is to be supplied in exact accordance with the specifications. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval prior to bid opening. Substitution requests must be received in the Purchasing Department no later than the date/time specified in the Supplemental Terms and Conditions. Requests received after the specified date/time will not be considered. All such decisions will be considered final and not subject to further recourse.
- 27. Taxes-Responsibility for Payment, Exemptions, Forms to be Filed, etc.:**
- a. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2. However, the Bidder is responsible for making any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
 - b. The Bidder is responsible for and by submitting a Bid agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the Project. The Bidder is responsible for ascertaining and acquainting his/herself with such taxes and making all necessary arrangements to pay same.
 - c. The Successful Bidder shall complete a W-9 Vendor Information form (provided by the County) and return it to the Director of Purchasing.
 - d. The County hereby reserves the right to withhold payment under this Contract until the Bidder and any subcontractor performing any duties under this Contract have furnished or caused to be furnished the Comptroller of the State of Maryland with all properly completed forms required by the said Comptroller and until all of said retail sales and/or use taxes due the State of Maryland by the Bidder have been paid and the Bidder exhibits a release or receipt from the Comptroller evidencing such payment.
 - e. The Bidder is hereby advised of Section 1-106(b)(3) of the Code of Public Local Laws of Washington County, MD: "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- 28. Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the County prior to the specified time of opening.

BID BONDS

1. **Bid Deposit - Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company licensed to do business in the State of Maryland, or by a cashier's check, certified check or Treasurer's check drawn on a responsible bank doing business in the United States in the amount of five (5%) percent of the total Bid and shall be made payable to the Board of County Commissioners of Washington County, Maryland. When computing the amount of Bid for Check purposes, DO NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of checks.
2. **Performance/Labor and Material Bonds:** The successful Bidder(s) on this bid must furnish the required bonds as indicated on the bid cover, made out to the Board of County Commissioners of Washington County, Maryland, prepared on forms contained herein, or in his/her absence, on an approved form, as security for the faithful performance of his/her contract, within ten (10) calendar days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bonds must file with each bond a certified copy of his/her power of attorney to sign bonds. The successful Bidder or Bidders upon failure or refusal to furnish within ten (10) calendar days after his/her notification the required bonds shall forfeit to the County, as liquidated damages his/her bid deposit. The Performance Bond shall be in the amount of one hundred (100%) percent of the contract price covering faithful performance of the contract; and the Labor and Materials Payment Bond shall be in the amount of one hundred (100%) percent of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
2. **Samples:** The Purchasing Department reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Bidder if any samples are lost or destroyed. Bidders shall make all arrangements for delivery of samples to the place designated, as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder. Upon notification by the Purchasing Department that a sample is available for pickup, it shall be removed within thirty (30) calendar days at the Bidder's expense, or the Director of Purchasing shall dispose of same at his/her discretion. All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name and address

of the Bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

- 3. Trade Names/Substitutions:** In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the County's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Director of Purchasing hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Director of Purchasing to judge if each requirement of the specifications is being complied with.

AWARD

- 1. Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the County to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the County to accept it.
- 2. Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the County.
- 3. Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1)

before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the County to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered. All stated quantities are estimated requirements and do not constitute a minimum or maximum.
5. **Responsibility/Qualifications of Bidder:** The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Director of Purchasing on contracts of purchase and on contracts of sale (if applicable):
 - a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder’s previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - h. Whether the Bidder is in arrears to the County on a debt or contract or is a defaulter on surety to the County.
 - i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder’s responsiveness, the Director of Purchasing shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder’s liability.

6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Director of Purchasing with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the County shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each County department/agency for the purchase of such articles. The County's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the County or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Director of Purchasing, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future County contract for a period of time determined by the Director of Purchasing and they shall be liable for any costs incurred by the County as a result of his/her default.
4. **Guarantee:** All work, supplies, and/or materials and requirements described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the County Director of Purchasing shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the County as follows, unless indicated otherwise in this contract:
 - a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
 - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.

- c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the County, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
- d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
- e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/manufacturer's obligation to the County against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **Intergovernmental Purchasing:** The following Agencies/Jurisdictions shall be able to purchase, if applicable, directly from contracts resulting from this Invitation to Bid (ITB): Washington County Public Schools and all of its public schools, Hagerstown Community College, Municipalities of Washington County, and public or quasi-public agencies that receive County money and are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, i.e, Washington County Volunteer Fire and Rescue Companies. While this ITB is prepared on behalf of the County, it is intended to apply for the benefit of the above-named agencies/jurisdictions as though they were expressly named throughout the document. Each of these agencies/ jurisdictions may purchase from the successful Bidder under the same terms and conditions of the contract with the County, in accordance with each agencies/jurisdiction's respective laws and regulations, or an agency may choose not to procure from the successful Bidder at the agency's sole discretion. If one of the above-named agencies/jurisdictions elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs provided in the offer. Any special discounts unique to a particular agency/jurisdiction shall be stated. Bidder shall also submit the attached "Provisions for Other Agencies" form, if included in this bid.
- 6. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
- 7. **Non-Discrimination:** No Bidder, who is the recipient of County funds or who proposes to perform any work or furnish any goods under this agreement, shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
- 8. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Director of Purchasing's opinion, is

beyond the control of the Bidder. Under the circumstances, however, the County may in its discretion, cancel the contract.

9. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Director of Purchasing.
10. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Director of Purchasing, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
11. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Director of Purchasing and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
12. **Termination for Convenience:** The performance of work under this Contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County shall pay all reasonable expenses associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable expenses associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

DELIVERY PROVISIONS

1. **Delivery:** Delivery shall be required to the place designated in the specifications or on the proposal form. All prices must be FOB Destination, Inside Delivery. The weight, count, measure, etc. shall be determined at the points of delivery. The Bidder shall be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. No help for unloading shall be provided by the County. Suppliers shall notify their shippers accordingly.
2. **Delivery Failures:** Failure of a Bidder to deliver within the time specified, or within a reasonable time as interpreted by the Director of Purchasing or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Bidder shall reimburse the County, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the County may deduct such

amount from monies owed the defaulting Bidder. Such purchases shall be deducted from contract quantities.

3. **Inspections:** Inspection and acceptance of materials or supplies shall be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
4. **Hazardous Safety Data Sheets:** Any hazardous substances as defined under the Department of Labor Occupational Safety and Health Standard for General Industry (29-CFR-1910.1200) and State of Maryland Law and Regulations on "Access to Information About Hazardous and Toxic Substances", MDSH Article 89, Section 28-49-D, being delivered to Washington County, Maryland as a result of this Invitation to Bid shall be accompanied by a current "Hazardous Data Safety Sheet" or item may not be accepted.
5. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The Quantity Ordered
The Quantity Back Ordered
The Name of the Contractor

6. **Responsibility for Materials Shipped:** The Bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point and the Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure of the Bidder to remove materials or supplies within ten (10) calendar days after date of notification, the County may return the rejected materials or supplies to the Bidder at the Bidder's risk and expense or dispose of them as its own property.
7. **Testing:** The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the County. However, if the order and shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing shall be charged to the Bidder.
8. **Time of Delivery:** Deliveries shall be accepted between 8:00 A.M. and 3:00 P.M. on weekdays only, unless stated otherwise in the bid document. No deliveries shall be accepted on Saturdays, Sundays or County Holidays, unless otherwise arranged by an individual Department/Agency.

PUR-1552
MATTRESS AND BED BASE REMOVAL, DISPOSAL RECYCLING

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Award:**
 - A. The successful Bidder shall be notified of the award within ninety (90) calendar days from the date of the bid opening and must complete all work as specified in the bid document.
 - B. Award shall be made to the Bidder with the responsible, responsive low bid based on the price per ton quoted on the Form of Proposal.
 - C. Award will be made for all work identified herein.
2. **Price Per Ton:** A bid proposal is being requested for Mattress and Bed Base Removal, Disposal Recycling.
3. **Bidder's Qualifications:** Bidders shall furnish with their bid, a list of at least three (3) references at which they offer a similar service consisting of company name, address, contact name and title, and phone number.
4. **Form of Contract:**
 - A. The successful Bidder shall promptly enter into a contract with the County in the form approved by the County within ten (10) calendar days after notification of award. The Contract shall be for an initial three (3) year period, tentatively commencing July 1, 2022, with an option by the Board of County Commissioners to renew for up to two (2) additional consecutive one (1) year periods, subject to written notice given by the County Commissioners at least sixty (60) calendar days in advance of the expiration date. If the Bidder wishes to renew the Contract, he/she must submit a letter of intent to the Owner's Representative at least ninety (90) calendar days prior to the expiration of each contract year. The County reserves the right to accept or reject any request for renewal and any increase/decrease in costs for each specified location that the bidder may request.
 - B. In cases of disputes as to whether or not an item or service bid meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
5. **Form of Proposal:** All bids must be submitted on the forms provided.
6. **Guarantee:** The County guarantees neither a minimum nor a maximum amount of tonnage of materials or services to be performed under this contract.
7. **Insurance Requirements:** Prior to the execution of the Contract, the contractor shall be prepared to show evidence of insurance as required under Washington County's *Insurance Requirements for Independent Contractor's*, a copy of which is included herein.

8. **Interpretations, Discrepancies, Omissions:** Refer to General Conditions and Instructions to Bidders – General Conditions of Bidding, Section 13; requests received **after 4:00 P.M., (EDT/EST), Wednesday, May 25, 2022** may not be considered. All correspondence in regard to this bid shall be directed to and issued by the Washington County Purchasing Department.

9. **Laws and Regulations:**

A. The Bidder's attention is directed to the fact that all applicable State laws, County and Municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

10. **Payment:** Within ten (10) calendar days after the end of each month, the contractor shall submit invoices to the Washington County Solid Waste Department, 12630 Earth Care Road, Hagerstown, Maryland 21740, for services performed during the previous month.

11. **Pre-Bid Conference:** Attendance at the Pre-Bid Conference on **Wednesday, May 18, 2022 at 10:00 A.M., (EDT/EST)**, in the Washington County Administration Complex, Conference Room 3000, Third Floor, 100 West Washington Street, Hagerstown, Maryland is requested. Attendance is not mandatory but is strongly encouraged. Bidders wishing to visit the sites will be given the opportunity to do so with the County's Representative immediately following the Pre-Bid Conference.

NOTE: All Bidders must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their bid and/or to attend the Pre-Bid Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

12. **Price Adjustment:**

A. All prices offered herein shall be firm against any increase for one (1) year from the effective date of this Contract. Prior to commencement of subsequent renewal terms, Washington County, Maryland will entertain a request for escalation considering the Solid Waste's budgetary and economic conditions. If those conditions allow, the County shall use the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area, based upon a twelve (12) month average over the prior year to help determine the amount of the increase. If the increase is approved, it would become effective the first day of the subsequent renewal and shall not exceed three percent (3%).

B. Written requests for price increases from the Contractor shall be received by the **Purchasing Department** at least ninety (90) calendar days prior to the end of any renewal

term. Failure to meet the ninety (90) calendar day request shall result in the County denying any price increase.

13. Licensing:

- A. Contractor shall be responsible for compliance with the County's Waste Collection and Licensing Ordinance, and all applicable local, state and federal laws and regulations. Contractor shall be responsible for providing the following reports to the County's Solid Waste Department.
- B. An annual report by January 31st of each year, summarizing the recyclable materials collected through the County's program during the previous calendar year. The report may be on forms supplied by the County, or in an alternate format acceptable to the County. The report shall also include the destination or end user of recyclable materials collected through the County's program, quantities of residuals generated, and any additional information as may be required by the Maryland Department of the Environment, and/or other local, state or federal laws or regulations in place at the time of this Invitation to Bid (ITB). Example of an Annual Report is depicted in Attachment A.
- C. Additional reports as may be required by new or revised local, state or federal laws or regulations enacted during the term of this agreement.

14. Collection Requirements:

- A. Service is required as needed and as the materials are collected at the 40 West Landfill. The County will call or email notification to the Contractor when materials are ready for pick-up. The Contractor will be required to remove the materials within two (2) days after the County's notification. Service will not be required on Sundays and holidays as specified on the Holiday Schedule included herein. Holiday schedules for subsequent service agreement years will be provided to the Contractor as they become available.
- B. No material shall be held by the Contractor or their collection agent after collection has been made. Material shall be transported directly to the market after collection has been made.
- C. Contractor shall be responsible for disposal, including associated costs, of waste and residuals generated through the collection of materials.

15. Subcontracting: In addition to the terms and conditions set forth in the General Conditions of Bid and Contract, the Contractor shall receive prior approval from the County before any hauling subcontractor may undertake any part of the work under the terms of the Contract by virtue of an agreement with the Contractor. Failure to obtain prior approval from the County constitutes grounds for termination of the Contract.

16. Contacts: Upon Notice to Proceed, the Contractor shall provide contact names and phone number, fax number, cell phone number, email address, pager number, and any other contract numbers for notifications.

PUR-1552
MATTRESS AND BED BASE REMOVAL, DISPOSAL RECYCLING

SCOPE OF WORK / SPECIFICATIONS

1. INTENT:

It is the intent of this ITB for Board of County Commissioners of Washington County, Maryland to enter into a contract with a qualified and experienced contractor to provide all labor, materials, equipment and supervision necessary to provide the recycling of used mattresses and bed base removal, disposal recycling. The Contractor will provide two (2) ground loading containers of approximately forty (40) feet with an eight (8) ton minimum capacity to store the collected materials. The Contractor will remove the materials on a will call basis from the 12630 Earth Care Road, Hagerstown, Maryland 21740 site for delivery to the recycling facility.

2. SCOPE OF WORK:

The Contractor shall:

- A. Have trucks, trailers, or containers easily identifiable with the Contractor's name and license number.
- B. Collect and remove mattresses and bed base removal, disposal recycling within two (2) business days of notification, but more frequently, if necessary. County personnel will not be available to load the materials into the trailer.
- C. Use County Landfill scales to weigh all incoming and outgoing vehicles, containers, and materials. County generated tickets shall be used to calculate tonnage and shall be used as verification for calculating payments to the Contractor.
- D. Carefully screen, train, and supervise all employees providing services under this Contract.
- E. Report any conditions or situations that may affect the performance of work to the Project Manager.
- F. Accept all designated recyclable materials. Any materials determined to be questionable by the Contractor, i.e., excessively wet or excessively soiled, may be landfilled instead of recycled at the specific direction of County Staff.
- G. Notify the Recycling Coordinator of the Landfill in the event the approved recycling facility is closed.
- H. Have an alternate method for handling materials.
 - 1) If an alternate facility is required and the Contractor is hauling, the Contractor shall be responsible for any additional costs for transportation.

In addition, the following provisions shall apply:

- A. All material may contain a minimal amount of out throws. No recyclable materials shall contain known hazardous materials.
- B. Contractor's negligence, accidental or intentional, to not weigh in and/or out of the County's 40 West Landfill shall result in a payment of zero dollars and no cents (\$0.00) to the Contractor for that load based upon the highest weight amount weighed to the Contractor during the course of the Contract date. If this is the first load, then the maximum estimated weight shall be used.
- C. The Contractor's proposed acceptable materials may expand beyond items listed in the Contract.
- D. The Contractor shall demonstrate prior satisfactory experience in removal, hauling, and marketing of the designated recyclables.
- E. The Contractor shall obtain all necessary licenses and permits.
- F. The Contractor shall provide competent superintendence.
- G. In addition to the conditions of Breach of Contract in the General Terms and Conditions of Bid and Contract, the Contractor shall also be in breach of contract for the following:
 - 1) If the Contractor "skims", "light weights", or otherwise diverts or withholds credit of or "adds", "heavy weights" or otherwise deflates or falsifies weights or weight slips of collected recyclables.
 - 2) If the Contractor retains or fails to credit the County funds.
 - 3) If the Contractor is found delivering recyclables to a solid waste disposal facility.

3. COLLECTION REQUIREMENTS:

- A. Service is required as needed and as the materials are collected at the 40 West Landfill. The County will call or email notification to the Contractor when materials are ready for pick-up. The Contractor will be required to remove the materials within two (2) days after the County's notification. Service will not be required on Sundays and holidays as specified on the Holiday Schedule included herein. Holiday schedules for subsequent service agreement years will be provided to the Contractor as they become available.

No material shall be held by the Contractor or their collection agent after collection has been made. Material shall be transported directly to the market after collection has been made.

4. SUBCONTRACTING:

In addition to the terms and conditions set forth in the General Conditions of Bid and Contract, the Contractor shall receive prior approval from the Solid Waste Department before any hauling subcontractor may undertake any part of the work under the terms of the Contract by virtue of an agreement with the Contractor. Failure to obtain prior approval from the County constitutes grounds for termination of the Contract.

5. PRICING:

All per ton rates for recyclables material marketing pricing shall include, all costs, including but not limited to, transportation, labor, materials, services, supervision, taxes, fuel, mileage, and overhead. No additional charges shall be charged to the County.

6. PERMITS AND CERTIFICATIONS:

- A. Contractor hereby certifies that it is licensed to do business as permitted. Contractor further agrees that it shall accept all material generated by the County and from its hauler(s).
- B. Contractor hereby certifies that it is an approved, acceptable recycling market to accept all awarded recyclable materials generated by the County for recycling. The Contractor further agrees that it shall allow the designated County representative(s) to view any contracts for accepted recyclable materials. This is to ensure ability to market awarded recyclables. All contracts by the Contractor are considered proprietary and contents may not be revealed by the County representative(s) to any outside person or company.

WASHINGTON COUNTY 2022/2023 HOLIDAY SCHEDULE

Holiday	2022	2023
New Year's Day	Sunday, January 1, 2022 (observed Mon., Jan. 3, 2022)	Monday, January 1, 2023 (observed Mon., January 2, 2023)
Martin Luther King's Birthday	Monday, January 17, 2022	Monday, January 16, 2023
President's Day	Monday, February 21, 2022	Monday, February 20, 2023
Good Friday	Friday, April 15, 2022	Friday, April 7, 2023
Memorial Day	Monday, May 30, 2022	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2022	Tuesday, July 4, 2023
Labor Day	Monday, September 5, 2022	Monday, September 4, 2023
Veteran's Day	Friday, November 11, 2022	Saturday, November 11, 2023 (observed Fri., Nov. 10, 2023)
Day Before Thanksgiving Day Three (3) Hours Holiday Pay Early Closure	Wednesday, November 23, 2022	Wednesday, November 22, 2023
Thanksgiving Day	Thursday, November 24, 2022	Thursday, November 23, 2023
Friday after Thanksgiving	Friday, November 25, 2022	Friday, December 24, 2023
Day Before Christmas Eve Three (3) Hours Holiday Pay Early Closure	Friday, December 23, 2022 (observed Thursday, December 22, 2022)	Saturday, December 23, 2023 (observed Thursday, December 21, 2023)
Christmas Eve	Saturday, December 24, 2022 (observed Fri., Dec. 23, 2022)	Sunday, December 24, 2023 (observed Friday, December 22, 2023)
Christmas Day	Sunday, December 25, 2022 (observed Mon., Dec. 26, 2022)	Monday, December 25, 2023
Day Before New Year's Eve Three (3) Hours Holiday Pay Early Closure	Friday, December 30, 2022 (observed Thur., Dec. 29, 2022)	Saturday, December 30, 2023 (observed, Thur., Dec. 28, 2023)
New Year's Eve	Saturday, December 31, 2022 (observed Fri., Dec. 30, 2022)	Sunday, December 31, 2023 (observed Fri., Dec. 29, 2023)

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS: _____

I. PURPOSE

To protect Washington County, Maryland against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers' Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners or Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: December 4, 1997
Effective Date: December 4, 1997

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND
WASHINGTON COUNTY PURCHASING DEPARTMENT**

PROVISIONS FOR OTHER AGENCIES

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	WASHINGTON COUNTY PUBLIC SCHOOLS
_____	_____	WASHINGTON COUNTY HEALTH DEPARTMENT
_____	_____	OTHER WASHINGTON COUNTY MUNICIPALITIES
_____	_____	HAGERSTOWN COMMUNITY COLLEGE
_____	_____	CITY OF HAGERSTOWN
_____	_____	FREDERICK COUNTY COMMISSIONERS
_____	_____	OTHER FREDERICK COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COUNTY COMMISSIONERS
_____	_____	BOARD OF EDUCATION OF ALLEGANY COUNTY
_____	_____	OTHER ALLEGANY COUNTY MUNICIPALITIES
_____	_____	ALLEGANY COMMUNITY COLLEGE
_____	_____	CITY OF FROSTBURG
_____	_____	CITY OF CUMBERLAND
_____	_____	GARRETT COUNTY - GENERAL SERVICES
_____	_____	BOARD OF EDUCATION OF GARRETT COUNTY
_____	_____	OTHER GARRETT COUNTY MUNICIPALITIES
_____	_____	GARRETT COUNTY COMMUNITY COLLEGE
_____	_____	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____
Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

- (a) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

TELEPHONE & FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ FEDERAL EMPLOYER'S IDENTIFICATION NO. _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No

REFERENCES

List at least three (3) business references for whom your company has provided the services/commodities as outlined in this ITB during the past year. References shall be companies served for at least a two-year period. Washington County Government reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services/commodities requested in this ITB. Washington County Government reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

- 1. Company: _____
 Address: _____

 Contact Person: _____
 Telephone: _____

- 2. Company: _____
 Address: _____

 Contact Person: _____
 Telephone: _____

- 3. Company: _____
 Address: _____

 Contact Person: _____
 Telephone: _____

Office/Facility Name: _____

Annual Business Recycling Reporting Survey
JANUARY 1st – DECEMBER 31st

A1. Solid Waste Contractors

These are the entities that remove the disposed waste materials from the company/facility – not who collects the material throughout the company/facility such as housekeeping or custodial staff.

Solid Waste (*i.e.*, trash) Contractor/Hauler(s): _____

A1a. To which Maryland Permitted Solid Waste Acceptance Facility (MPSWAF) was the waste disposed (see “Maryland Permitted Solid Waste Acceptance Facilities” list available in the “County Coordinator Resources” section on MDE’s waste diversion web page at www.mde.maryland.gov/recycling) by each of the company/facility solid waste contractor(s)? If the waste was not captured by any MPSWAF, please report as such.

NOTE: There is no need to track the waste disposed to the end market. Only the 1st MPSWAF needs to be listed. For example if Acme Inc., sent their waste to MPSWAF 1 who sent it to MPSWAF 2 who sent it to Virginia Landfill 1, the waste only needs to be tracked to MPSWAF 1 (*e.g.*, Acme Inc. – MPSWAF 1). If, however, Acme Inc., sent their waste directly to Virginia Landfill 1, then they need to report that the waste for Acme was not captured by a MPSWAF (*e.g.*, Acme Inc. – no MPSWAF).

A2. Option 1 – Waste Disposed (Complete Section A2 **ONLY** if waste disposed by a solid waste contractor is NOT captured by a MPSWAF. See Section A1a, above.). Waste disposed totals reported in this section must also be reported in “Table A1 – Waste Disposed” of the “MRA Tonnage Reporting Survey”.

Waste Hauler	City/State Waste Disposed Sent	Type of Facility *	Waste Type **	Total Waste Disposed (tons)

Office/Facility Name: _____

**Annual Business Recycling Reporting Survey
JANUARY 1st – DECEMBER 31st**

Waste Hauler	City/State Waste Disposed Sent	Type of Facility *	Waste Type **	Total Waste Disposed (tons)
TOTAL				

* Categories include landfill, incinerator, processing facility, transfer station.

** Categories include but not limited to: mixed trash, appliances, asbestos, asphalt, construction & demolition, food, incinerator ash, **landclearing** debris, **landscaping** debris, medical waste, metal, sewage sludge, soil, textiles (e.g., clothes, mattresses, etc.), tires, and other (please detail).

Option 2 – Waste Disposed (Use **ONLY** if A2, Option 1 is not available.)

Calculate approximate tons of waste disposed. The next chart and table will help you determine the amount of solid waste **disposed** by your facility. Number of solid waste dumpsters used by your facility:

_____ 2 yd ³ dumpster(s)	_____ 30 yd ³ open top(s)
_____ 4 yd ³ dumpster(s)	_____ 20 yd ³ compactor(s)
_____ 6 yd ³ dumpster(s)	_____ 30 yd ³ compactor(s)
_____ 8 yd ³ dumpster(s)	_____
_____ 20 yd ³ open top(s)	_____

Use the information above to complete the following table. (Note: Compactor totals need to be calculated in the rows indicated with "Compactor" in the "Size of dumpster (yd³)" column at the end of the table.)

Size of dumpster (yd ³)	X	No. of this Type of dumpster	X	Frequency of pick-up/week	X	Yd's to tons (0.1) ratio	=	Tons/week	X	No. of weeks /year operating between Jan-Dec	=	Total tons of waste disposed between Jan-Dec
Ex.: 8	x	2	x	2	x	0.1	=	3.2	x	52	=	166.4

Office/Facility Name: _____

Annual Business Recycling Reporting Survey
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Size of dumpster (yd ³ s)	X	No. of this Type of dumpster	X	Frequency of pick-up/week	X	Yd ³ s to tons (0.1) ratio	=	Tons/week	X	No. of weeks /year operating between Jan-Dec	=	Total tons of waste disposed between Jan-Dec
Compactor	x	x	x	0.34	=		x	=				
Compactor	x	x	x	0.34	=		x	=				
Compactor	x	x	x	0.34	=		x	=				
Total Solid Waste <u>Disposed</u> from Your Agency Location											tons	

B1. Recycling Materials

CATEGORY	MATERIALS	TONS RECYCLED *	CONTRACTOR/MARKET for MATERIAL	
COMMINGLED CONTAINERS	Commingled Containers			
COMPOSTED/MULCHED ¹	Food Waste (composted/mulched only – also see “Food Waste” in “Other Materials”)			
	Landclearing Debris			
	Landscaping Debris	Brush and Branches		
		Grass		
		Leaves		
		Mixed Yard Waste		
	MSW Composted ²			
	Wood Materials ³			
Other ⁵ :				
GLASS	Brown Glass			
	Clear Glass			
	Green Glass			
	Mixed Glass			
	Fluorescent Lights			
	Other ⁵ :			
METALS	Aluminum Cans			

Office/Facility Name: _____

Annual Business Recycling Reporting Survey
JANUARY 1st – DECEMBER 31st

CATEGORY	MATERIALS	TONS RECYCLED *	CONTRACTOR/MARKET for MATERIAL
	Lead-Acid (Auto) Batteries		
	Litho Plates		
	Mixed Cans (Aluminum & Tin/Steel)		
	Oil Filters		
	Scrap Automobiles		
	Scrap Metal		
	Tin/Steel Cans		
	White Goods		
	Other ⁵ :		
PAPER	Corrugated Cardboard		
	Magazines		
	Mixed Paper		
	Newspaper		
	Office/Computer/White Paper		
	Telephone Directories		
	Other ⁵ :		
PLASTIC	Film Plastic		
	Mixed Plastic bottles		
	Shrink Wrap		
	Other ⁵ :		
OTHER MATERIALS	Antifreeze		
	Animal Protein/Solid Fat		
	Asphalt		
	Coal Ash (Fly Ash, Pozzolan)		
	Concrete		
	Construction & Demolition Debris		

Office/Facility Name: _____

Annual Business Recycling Reporting Survey
JANUARY 1st – DECEMBER 31st

CATEGORY	MATERIALS	TONS RECYCLED *	CONTRACTOR/MARKET for MATERIAL
	Electronics/Computer Equipment		
	Food Waste (non-composted/mulched)		
	Industrial Fluids (e.g., cleaning pesticides, etc.)		
	MSW-to-Energy Ash		
	Pallets (Refurbished)		
	Sewage Sludge		
	Soil		
	Textiles		
	Toner Cartridges		
	Tires (Recycled) ⁴		
	Tires (Retread)		
	Tires (Cement Kiln – 12% of total)		
	Waste Oil		
	Other ⁵ :		
	Other ⁵ :		
	Other ⁵ :		
Total from Table B1b			
TOTAL TONS MRA MATERIALS		tons	

* One ton = 2,000 pounds. See volume to weight conversion table on page 8 to help determine tonnages.

- 1 The material must be composted or mulched and marketed! **Simply spreading a material on a field DOES NOT constitute a composted/mulched material and does not count as a recyclable material.** Composted/mulched material that ends up being disposed in a landfill does not count as a recyclable material.
- 2 Consists of non-source-separated MSW materials (*i.e.*, trash).
- 3 Includes recycling of wood products (*e.g.*, pallets, crates, barrels, wood furniture, canes, crutches, etc.). **Materials must be mulched or composted ONLY.** Otherwise, include in "Other Materials" category.
- 4 Tires that are recycled into new products containing rubber (*e.g.*, trashcans, storage containers, rubberized asphalt, etc.), and use of whole tires for playground and reef construction. **Tires sent to an incinerator DO NOT count as recycling.**
- 5 List the material. If space is needed for additional materials, please use Table B1b.

B1b. Other Recycling Materials

Office/Facility Name: _____

**Annual Business Recycling Reporting Survey
JANUARY 1st – DECEMBER 31st**

Volume to Weight Conversion Table

Material	Volume	. Weight	Material	Volume	. Weight
Aluminum cans-whole	1yd ³	63 lbs.	Metal license tags*	1 tag	0.31 lbs.
Antifreeze*	1 gallon	9.8 lbs.	Mixed wood	1yd ³	372 lbs.
Asphalt*	1yd ³	1,380 lbs.	Motor oil*	1 gallon	7 lbs.
Cardboard-compacted	1yd ³	400 lbs.	Motor oil filters	1 filter	1 lb.
Cardboard-uncompacted	1yd ³	50-150 lbs.^	Newspaper-uncompacted	1yd ³	433 lbs.
Commingled containers	1yd ³	248 lbs.	Office paper-computer	1yd ³	655 lbs.
Computer CPU	1 CPU	35 lbs.	Office paper-mixed	1yd ³	435 lbs.
Computer keyboard	1 keyboard	2.5 lbs.	Paint	1 gallon	10 lbs.
Computer monitor	1 monitor	41 lbs.	Pallets	1 pallet	40 lbs.
Concrete	1yd ³	4,000 lbs.	Plastic bottles-whole	1yd ³	32 lbs.
Fluorescent light tubes	1 tube	0.83 lbs.	Scrap tires-car/truck	1 tire	21/70 lbs.
Frying grease	55 gal. drum	405 lbs.	Telephone directories	1 book	4.5 lbs.
Glass	1yd ³	600-1,400 lbs.+	Tin/steel cans-whole/flattened	1yd ³	150/850 lbs.
Industrial Fluids*	1 gallon	8.5 lbs.	White goods (large)	1 item	143 lbs.
Laser toner cartridges	1 cartridge	3 lbs.	Yard waste-compacted	1yd ³	700 lbs.
Lead acid batteries	1 battery	39-53 lbs.**	Yard waste-uncompacted	1yd ³	470 lbs.

^ Loose, unflattened cardboard weighs 50 lbs./yd³, crushed cardboard weighs closer to 150 lbs./yd³.

* Should be included as a **Non-MRA Material** on page 3.

+ 600 lbs. for whole glass, 1,400 lbs. for manually broken glass.

** 39 lbs. for a car battery, 53 lbs. for a truck battery.

Other helpful hints to determine recycling weights:

Aluminum cans: flattened 1yd³ weighs 340 lbs., uncompacted 1 full grocery bag weighs 1.5 lbs., uncompacted 1 case of 24 cans weighs 0.75 lbs., 32 cans weigh 1 lb.

Glass: 1 case of 24-8 oz. glass containers weigh 12 lbs., 24-12 oz. glass containers weigh 14 lbs., manually broken bottles in a 55-gallon drum weigh 300 lbs.

Gaylord box: approx. 1 yd³ (3'x3'x3')