

**BID NO. PUR-1560
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: July 8, 2022

RECYCLING DROP-OFF CENTER SERVICES

PRE-BID CONFERENCE/TELECONFERENCE

DATE/TIME AND LOCATION: **Thursday, July 14, 2022 at 11:00 A.M. (EDT/EST)**
Washington County Administration Complex
Conference Room 3000
Third Floor, 100 West Washington Street
Hagerstown, MD 21740

DEADLINE FOR QUESTIONS No later than **4:00 P.M. (EDT/EST), Wednesday, July 20, 2022**

SUBMIT BIDS TO: Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street
Third Floor, Suite 3200
Hagerstown, MD 21740

BID SUBMISSION DEADLINE

AND BID OPENING TIME: No later than **2:00 P.M. (EDT/EST), Wednesday, August 3, 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.

PUR-1560
RECYCLING DROP-OFF CENTER SERVICES

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PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

PUR-1560
INVITATION TO BID
RECYCLING DROP-OFF CENTER SERVICES

The Board of County Commissioners of Washington County, Maryland will accept sealed bids for **RECYCLING DROP-OFF CENTER SERVICES**. Bid documents are available immediately from the Washington County, Maryland 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. **Direct all inquiries to Brandi Naugle, CPPB, Buyer, at telephone 240-313-2330 or fax 240-313-2331.**

All bids must be enclosed in a sealed opaque envelope marked **“SEALED BID – (PUR-1560) RECYCLING DROP-OFF CENTER SERVICES”** 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 **2:00P.M., (EDT/EST), Wednesday, August 3, 2022** after which time they will be publicly opened in the Conference Room mentioned below. All interested parties are invited to be present. For those bidders who wish to hear a reading of the bids please call prior to the teleconference 240-313-2330 to receive instructions. *Facsimile Bids or any electronic bid submission will not be accepted.*

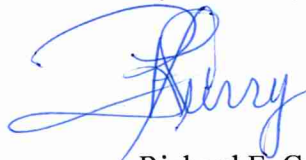
A Pre-Bid Conference/Teleconference will be held on **Thursday, July 14, 2022 at 11:00 A.M., (EDT/EST)** in the Washington County Administration Complex, Third Floor, Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

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 special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TTY Dial 711 to make arrangements no later than seven (7) 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:



Richard 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:

Brandi Naugle, CPPB – Buyer
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 obligates 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. If an emergency or unanticipated event interrupts normal County processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County processes resume or to such other date and time as may be provided by the Purchasing Department in a written notice to bidders.
- 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, 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 along with the company's name and address 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 shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE> and the phone numbers for the State Department of Assessments and taxation 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 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 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-1560
RECYCLING DROP-OFF CENTER SERVICES
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 for each Option shall be used as the basis for evaluation of bids and award of the Contract for either Option No. 1 (Hauling of Single Stream Recyclables) and/or Option No. 2 (Processing Single Stream Recyclables) and Alternate No.1. The Alternate quoted on the Form of Proposal shall be reviewed and accepted or rejected at the option of the Owner.
- C. Award will be made for all work identified herein. Service locations will not be divided among service providers. The contract will be awarded to the Contractor whose bid, conforming to this request, will be the most advantageous to the County. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the Bidder. Erasures or changes in bids must be initialed.

2. Total Sum Bid: A Total Sum bid proposal is being requested for Option No. 1 and/or Option No. 2 and Alternate No.1.

3. Bidder's Qualifications: Bidders shall furnish with their bid, a list of at least two (2) references at which they offer a similar service consisting of company name, address, contact name and title, 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 one (1) year period, tentatively commencing November 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 *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, July 20, 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.
 - B. The Bidder's attention is directed to the County's Solid Waste Ordinance and requirement that a Washington County Solid Waste Collection License is required for businesses whose primary function is that of collecting solid waste and/or recyclable materials.
10. **Payment:**
 - A. 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.
 - B. Option 1: Verification and payment for single stream container services rendered shall be based on the location and number of containers serviced as identified through scale tickets received from a State certified scale, supported by contractor route sheets or another document acceptable to the County.
 - C. Option 2: Verification and payment for the processing of recyclables shall be rendered based on the tonnage as identified through scale tickets received from a State certified scale, supported by contractor route sheets or another document acceptable to the County. The cost shall include all associated costs with the processing. There shall be no inclusion of any landfill, transfer station or other third-party facility tipping fees or surcharges or penalties of any kind. The County reserves the right at any time to inspect and verify the recordkeeping and/or weighing operation of the successful Contractor. The successful Contractor may use the scales at the Forty West Municipal Landfill at no cost for this service.
 - D. Verification and payment for segregated cardboard container services rendered shall be through the number of and location of containers serviced as identified through contractor route sheets or other documentation acceptable to the County.

11. Pre-Bid Conference/Teleconference:

A Pre-Bid Conference/Teleconference will be held on **Thursday, July 14, 2022 at 11:00 A.M., (EDT/EST)** in the Washington County Administration Complex, Third Floor, Conference Suite 3000, 100 West Washington Street, Hagerstown, Maryland. All interested bidders are requested to be present. Attendance is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

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. The County shall cooperate to the fullest extent in making available to the Contractor all available information that currently exists relative to the services required. Washington County, Maryland makes no warranty as to the accuracy of the existing information, nor will the County accept any responsibility for errors and omissions that may arise as a result of the Contractor having relied upon them.
13. 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.
 - A. A monthly report by the 15th of each month, summarizing the types and quantities of recyclable materials collected through the County's program during the previous calendar month. The report may be on forms supplied by the County, or in an alternate format acceptable to the County. Example of a Monthly Report is depicted in Attachment F.
 - B. An annual report by January 31st of each year, summarizing the types and quantities of 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 through the collection and sorting of recyclables, a summary of the market value of the material total collected annually (based upon the average annual market value of the material during the report year), and any additional information as may be required by the County's Waste Collection and Licensing Ordinance, 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 F.
 - 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. Service is required five (5) or six (6) days weekly, depending upon service location. 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.
15. Segregated cardboard containers shall be generally uniform in shape, design, and color and designed to hold a minimum of eight (8) cubic yards of recyclables. Doors and handles shall be designed to provide simple and easy access by the public, while minimizing the ability for the public to place unfolded cardboard boxes or other over-sized items within the recycling container. Segregated cardboard containers may be of a color acceptable to the County. Contractor shall provide decals for each cardboard container outlining general program requirements as indicated in this ITB, and work with the Owner's Representative and County Solid Waste Department staff to develop and locate decals and appropriate signage on and around the containers. Example of a cardboard container decal is depicted in Attachment C.
16. Contractor shall have a minimum of two (2) serviceable vehicles capable of pickup and emptying the containers. Contractor shall have no less than two (2) extra twenty-two (22) cubic yard gable top single stream and two (2) extra eight (8) cubic yard segregated cardboard containers to allow for the immediate exchange of containers when needed for maintenance activities, etc. Contractor shall maintain a local telephone number or an 800 number and have adequate personnel and equipment available so as to provide service on a "**Will Call**" basis during regular customary business hours, should additional roll off containers be required.
17. The Contractor shall, at a minimum, empty the segregated cardboard recycling containers at the manned convenience centers on a regularly scheduled weekly basis during facility operating hours. This schedule shall be developed by the County and the Contractor.
18. Contractor shall be responsible for disposal, including associated costs, of waste and residuals generated through the collection and sorting of the single stream recyclables and segregated cardboard.
19. *Facility keys will be provided to the contractor to permit access to the remote manned facilities no earlier than one (1) hour prior to the posted operating start time. Contractor's authorized representative shall sign for acceptance of the facility keys. Facility keys shall be returned to the Solid Waste Department within seven (7) days after termination of this agreement or the contractor shall be charged for lock replacement at the facilities.*
20. *The container quantities and service frequencies are noted as initial quantities/frequencies and may be adjusted as needed to prevent materials from being deposited on the ground at collection sites, or to address other situations as they arise.*

**PUR-1560
RECYCLING DROP-OFF CENTER SERVICES**

SCOPE OF WORK / SPECIFICATIONS

1. Washington County requires the services of a Recycling Contractor to provide Recycling and Segregated Cardboard Recycling Containers and service for residential recycling drop-off sites in the types and initial quantities listed.
2. Single Stream recycling is defined as collection of recyclable fiber products such as cardboard, newsprint and mixed paper in one (1) compartment of the recycling container, and collection of recyclable plastic, metal, glass and other applicable containers and materials in a second compartment of the recycling container.
3. Single Stream recyclables must include, at a minimum, the list of materials indicated in Attachment A. Vendors are required to submit a list of all acceptable recyclables beyond the County's minimum categories with their proposal. Segregated cardboard shall include, at a minimum, brown and colored corrugated cardboard. Vendors are required to submit a list of all other acceptable forms of cardboard, if any, in addition to those listed herein.
4. Service shall include providing collection containers and the removal, processing, and marketing of recyclable materials as identified below.

**22 CY MINIMUM GABLE TOP SINGLE STREAM ROLL-OFF CONTAINERS PLUS
8 CY MINIMUM FEL SEGREGATED CARDBOARD CONTAINERS**

5. Recycling Service Locations and Initial Container Type and Quantity

Location	Address	22 CY (Min) Single Stream Containers	8 CY (Min) Cardboard Containers
40 West Landfill	12630 Earth Care Road, Hagerstown MD	4	0
Greensburg	13125 Bikle Road, Smithsburg, MD	3	3
Hancock	6502 Hess Road, Hancock, MD	1	1
Dargan	2201 Dargan School Road, Dargan, MD	1	1
Kaetzel	2926 Kaetzel Road, Knoxville, MD	1	3

6. Contractor shall supply, service and maintain twenty-two (22) cubic yard (minimum) Gable Top roll-off single stream recycling containers and eight (8) cubic yard (minimum) FEL segregated cardboard containers, where applicable, at the drop-off centers. The County reserves the right to adjust the locations and number of containers to best serve the citizens within the County. Current drop-off sites, anticipated initial number of recycling containers per location, and calendar year service history for 2020 through 2021 are provided in Attachment B.

7. Single stream gable top roll-off containers shall be generally uniform in shape, design, and color and designed to hold a minimum of twenty-two (22) cubic yards of recyclables. Doors and handles shall be designed to provide simple and easy access by the public, while minimizing the ability for the public to place unfolded cardboard boxes or other over-sized items within the recycling container. Single stream containers shall be painted a green color acceptable to the County, and well maintained for a highly visible program. Contractor shall provide decals for each single stream container outlining general program requirements as indicated in this ITB, and work with the Owner's Representative and County Solid Waste Department staff to develop and locate decals and appropriate signage on and around the containers. Example of a container decal is depicted in Attachment D.

WASHINGTON COUNTY 2022/2023 HOLIDAY SCHEDULE

Holiday	2022	2023
New Year's Day	Saturday, January 1, 2022 (Observed Monday, January 3, 2022)	Sunday, January 1, 2023 (Observed Monday, 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
Juneteenth	Sunday, June 19, 2022 (Observed Monday, June 20, 2022)	Monday, June 19, 2023
Independence Day	Monday, 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 Friday, November 10, 2023)
Day Before Thanksgiving Three (3) Hours Holiday Pay – Early Closure*	Thursday, November 23, 2022	Thursday, November 22, 2023
Thanksgiving Day	Thursday, November 24, 2022	Thursday, November 23, 2023
Friday after Thanksgiving	Friday, November 25, 2022	Friday, November 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 Friday, December 23, 2022)	Sunday, December 24, 2023 (Observed Friday, December 22, 2023)
Christmas Day	Sunday, December 25, 2022 (Observed Monday, December 26, 2022)	Monday, December 25, 2023
Day Before New Year's Eve Three (3) Hours Holiday Pay – Early Closure*	Friday, December 30, 2022 (Observed Thursday, December 29, 2022)	Saturday, December 30, 2023 (Observed Thursday, December, 28, 2023)
New Year's Eve	Saturday, December 31, 2022 (Observed Friday, December 30, 2022)	Sunday, December 31, 2023 (Observed Friday, December 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 of 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: March 4, 1997
Effective Date: March 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 in 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:

SIGNATURE TO BIDS (Cont'd)

- (a) 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;
- (b) 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

PUR-1560
RECYCLING DROP-OFF CENTER SERVICES
WASHINGTON COUNTY, HAGERSTOWN MARYLAND

FORM OF PROPOSAL

22 CY MINIMUM GABLE TOP SINGLE STREAM ROLL-OFF CONTAINERS
PLUS
8 CY MINIMUM FEL SEGREGATED CARDBOARD CONTAINERS

Having examined the sites and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Bid document dated July 8, 2022, for the subject contract for single stream recycling containers and segregated recycling cardboard containers.

Based upon one (1) year contract with an option for two (2) consecutive one (1) year renewals. (Please refer to the Attachment B) and using an estimated five percent (5%) annual increase in single stream trips/services only.

OPTION NO. 1 – HAULING OF SINGLE STREAM RECYCLABLES

Item No.	Description / Written Unit Price	Qty	Unit Price	Total Price (Figures)
1. LOCATION NO. 1: ONE (1) TRIP - GREENSBURG @				
1	One (1) Trip @ <hr/> <i>(Dollars)</i> <hr/> PER EACH <hr/> <i>(Cents)</i>	115	\$ <hr/> <i>(Figures)</i>	\$ <hr/> <i>(Figures)</i>
2. LOCATION NO. 2: ONE (1) TRIP - KAETZEL @				
2	One (1) Trip @ <hr/> <i>(Dollars)</i> <hr/> PER EACH <hr/> <i>(Cents)</i>	90	\$ <hr/> <i>(Figures)</i>	\$ <hr/> <i>(Figures)</i>

Item No.	Description / Written Unit Price	Qty	Unit Price	Total Price (Figures)
3. LOCATION NO. 3: ONE (1) TRIP - DARGAN @				
3	One (1) Trip @ <hr/> <i>(Dollars)</i> <hr/> PER EACH <hr/> <i>(Cents)</i>	20	\$ <hr/> <i>(Figures)</i>	\$ <hr/> <i>(Figures)</i>
4. LOCATION NO. 4: ONE (1) TRIP - HANCOCK @				
4	One (1) Trip @ <hr/> <i>(Dollars)</i> <hr/> PER EACH <hr/> <i>(Cents)</i>	40	\$ <hr/> <i>(Figures)</i>	\$ <hr/> <i>(Figures)</i>
5. LOCATION NO. 5: ONE (1) TRIP – FORTY WEST LANDFILL @				
5	One (1) Trip@ <hr/> <i>(Dollars)</i> <hr/> PER EACH <hr/> <i>(Cents)</i>	250	\$ <hr/> <i>(Figures)</i>	\$ <hr/> <i>(Figures)</i>
TOTAL SUM – HAULING OF SINGLE STREAM RECYCLABLES (LOCATIONS 1 THRU 5) <hr/> <i>(Dollars)</i> <hr/> <i>(Cents)</i>			\$ <hr/> <i>(Figures)</i>	

OPTION NO. 2 – PROCESSING SINGLE STREAM RECYCLABLES

Item No.	Description / Written Unit Price	Qty	Unit Price	Total Price (Figures)
<u>FIRST YEAR: PROCESSING SINGLE STREAM RECYCLABLES</u>				
1	One (1) Trip @ <hr/> (Dollars) <hr/> PER TON <hr/> (Cents)	520	\$ <hr/> (Figures)	\$ <hr/> (Figures)
<u>SECOND YEAR: PROCESSING SINGLE STREAM RECYCLABLES</u>				
2	One (1) Trip @ <hr/> (Dollars) <hr/> PER TON <hr/> (Cents)	520	\$ <hr/> (Figures)	\$ <hr/> (Figures)
<u>THIRD YEAR: PROCESSING SINGLE STREAM RECYCLABLES</u>				
3	One (1) Trip @ <hr/> (Dollars) <hr/> PER EACH <hr/> (Cents)	520	\$ <hr/> (Figures)	\$ <hr/> (Figures)
TOTAL SUM THREE (3) YEAR PERIOD - PROCESSING SINGLE STREAM RECYCLABLES				
<hr/> (Dollars) <hr/> (Cents)			\$ <hr/> (Figures)	

ALTERNATE NO. 1

Item No.	Description / Written Unit Price	Qty	Unit Price	Total Price (Figures)
FIRST YEAR - ALTERNATE NO. 1 8 CY MINIMUM FEL SEGREGATED CARDBOARD CONTAINERS				
4	One (1) Trip @ <hr/> (Dollars) <hr/> PER EACH (Cents)	416	\$ <hr/> (Figures)	\$ <hr/> (Figures)
SECOND YEAR - ALTERNATE NO. 1 8 CY MINIMUM FEL SEGREGATED CARDBOARD CONTAINERS				
5	One (1) Trip @ <hr/> (Dollars) <hr/> PER EACH (Cents)	416	\$ <hr/> (Figures)	\$ <hr/> (Figures)
THIRD YEAR - ALTERNATE NO. 1 8 CY MINIMUM FEL SEGREGATED CARDBOARD CONTAINERS				
6	One (1) Trip @ <hr/> (Dollars) <hr/> PER EACH (Cents)	416	\$ <hr/> (Figures)	\$ <hr/> (Figures)
TOTAL SUM THREE (3) YEAR PERIOD – ALTERNATE NO. 1 <hr/> (Dollars) <hr/> (Dollars)			\$ <hr/> (Figures)	

REMARKS/EXCEPTIONS:

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____

PUR-1560
RECYCLING DROP-OFF CENTER SERVICES
WASHINGTON COUNTY, HAGERSTOWN MARYLAND

WASHINGTON COUNTY SINGLE STREAM RECYCLING PROGRAM
MINIMUM ACCEPTABLE SINGLE STREAM MATERIALS

The following categories and items will form the base acceptable single stream recycling list:

Plastic

- Plastic containers (bottles, jars, tubs, etc.) with plastic resin identification code 1 through 7 (**no motor oil or transmission fluid bottles**). Lids are acceptable.

Metal

- Empty metal food and beverage containers, including aluminum, steel, bi-metal.
- Aluminum foil and aluminum pie pans (clean)

Glass

- Glass containers such as empty jars and bottles; all colors accepted. Lids are acceptable.

Paper

- Newspapers, magazines, catalogs and inserts
- Phone books
- Junk mail and envelopes
- Cardboard and corrugated boxes
- Paperboard cereal & snack boxes (no plastic liners)
- Soft cover books including paperbacks, textbooks
- Office paper (including typing, fax, copy, letterhead, computer)
- Brown paper bags (Kraft paper)
- Non-metallic wrapping paper

ATTACHMENT B

**RECYCLING DROP-OFF CENTER SERVICES
WASHINGTON COUNTY, HAGERSTOWN MARYLAND**

Washington County Solid Waste Department
Drop-Box Recycling Program ITB Program History
Manned Program Locations Only

Recycling Location	2020 Recycle Services (Single Stream)	2021 Recycle Services (Single Stream)	2020 Recycle Tons (Single Stream)	2021 Services (Single Stream)	Anticipated Gable Top Boxes
Manned Locations					
Forty West Landfill	192	213	231	212	4
Greensburg	101	91	103	95	3
Hancock	9	10	10	12	1
Kaetzel	70	50	70	65	1
Dargan	20	22	23	22	1
TOTAL	392	417	437	406	10

**WASHINGTON COUNTY
RESIDENTIAL CARDBOARD
RECYCLING DROP-OFF**

ACCEPTABLE MATERIALS

**CARDBOARD AND CORRUGATED
BOXES ONLY**

**MUST BE BROKEN DOWN OR CUT
INTO 18" X 18" PIECES**

SERVICE IS PROVIDED BY THE WASHINGTON COUNTY SOLID WASTE
DEPARTMENT AND (VENDOR'S NAME).

QUESTIONS? CALL 240.313.2790

NO TRASH! NO SCAVENGING! NO BUSINESSES!

VIOLATORS MAY BE PROSECUTED

WASHINGTON COUNTY "DUAL STREAM" RESIDENTIAL RECYCLING DROP-OFF ACCEPTABLE MATERIALS

COMMINGLED CONTAINERS

- PLASTIC BOTTLES, JARS, TUBS
#1 THRU #7 (NO OIL BOTTLES)
- ALUMINUM, STEEL AND
BI-METAL CANS
- GLASS BOTTLES & JARS
- ALUMINUM FOIL & TINS

FIBER PRODUCTS

- NEWSPAPER, MAGAZINES,
CATALOGS & INSERTS
- CARDBOARD
- CEREAL & SNACK BOXES (NO
LINERS)
- SOFT COVER BOOKS
- OFFICE & COMPUTER PAPER
- TELEPHONE BOOKS
- NON-METALLIC WRAPPING
PAPER & JUNK MAIL

ATTENTION:

BOTTLES, JARS, CANS AND CONTAINERS MUST BE
EMPTY – LIDS ARE OK!

CARDBOARD MUST BE BROKEN DOWN OR CUT
INTO 18" X 18" PIECES – NO FULL BOXES

NO TRASH – NO SCAVENGING – NO BUSINESSES!

VIOLATORS MAY BE PROSECUTED

THIS SERVICE IS PROVIDED BY THE
WASHINGTON COUNTY SOLID WASTE
DEPARTMENT AND
(VENDOR'S NAME).

QUESTIONS? CALL 240.313.2790

ATTACHMENT E

County Washington Reporting Period: _____

RCW 86.121 - County Recycling Accounting Form

YR A Materials Recycled

CATEGORY	MATERIALS	RESIDENTIAL (Tons)	COMMERCIAL (Tons)	TOTAL (Tons)
COMMINGLED CONTAINERS	Commingled Containers			
COMPOST (MULCH) (Yard)	Brush and Branches			
	Green			
	Leaves			
	Other Yard Waste			
COMPOST (MULCH) (Colors)	Food Waste			
	MSW Compost ²			
	Wood Materials ²			
	Other ³			
GLASS	Brown Glass			
	Clear Glass			
	Green Glass			
	Other Glass			
	Other ⁴			
METAL	Aluminum Cans			
	Black-End Scrap			
	Lead Acid Batteries			
	Mixed Cans (Al, Sn, Steel)			
	Tin (Washed) Cans			
	Other ⁵			
PAPER	Magazines			
	Mixed Paper			
	Newspaper			
	Office/Computer Paper			
	Old Corrugated Containers			
	Other ⁶			
PLASTIC	Mixed Plastic			
	Food related ⁷			
	Plastic Code ⁸			
	Other ⁹			

MARYLAND DEPARTMENT OF THE ENVIRONMENT
 Land Management Administration • Waste Diversion and Utilization Program
 1800 Washington Boulevard • Suite 610 • Baltimore, Maryland 21230-1719
 410-537-3314 • 800-633-6101 x3314 • www.mde.state.md.us/recycling

Maryland Recycling Act (MRA) Tonnage Reporting Survey
FORM A – County Solid Waste Accounting Form

County: _____ Reporting Period: _____

Solid Waste Manager: _____ Phone No.: _____

Recycling Coordinator: _____ Phone No.: _____

TABLE A1 – Waste Disposed*

Number of Tons of Material Accepted at Recycling Web Collection in Your County	Equal Quantity	Non-MRA Waste (tons)	Total Waste (tons)
TOTAL	A		

* For more detailed guidelines, refer to the *Maryland Recycling Act (MRA) Tonnage Reporting System Guidelines*, available under "County Coordinator Resources" on MDE's recycling web page.

^ This list should ONLY INCLUDE waste not accepted at a Maryland Permitted Solid Waste Acceptance Facility (a list of which is available in the "County Coordinator Resources" section of the Maryland Department of the Environment's (MDE) waste diversion web page at www.mde.state.md.us/recycling). Waste reported to MDE by Solid Waste Acceptance Facilities, as required by § 9-204(n)(4)(1) of the Environment Article, will be included in County waste totals by MDE. See *MRA Tonnage Reporting Survey Guidelines* for more detailed guidelines.

A For use in Table C1 – Maryland Recycling Act Waste Diversion Rate Calculation.

Please provide a brief explanation of how the weight of Non-MRA waste was determined. _____

I certify, to the best of my knowledge, that the tonnage claimed on this form is accurate and based upon actual records maintained by solid waste acceptance facilities. These tonnage records will be made available to MDE for auditing purposes, if requested.

 Signature Title Date

ATTACHMENT F

County: _____ Reporting Period: _____

FORM B – County Recycling Accounting Form

TABLE B1 – MRA Materials Recycled*

CATEGORY	MRA RECYCLABLES	RESIDENTIAL (Tons)	COMMERCIAL (Tons)	INDUSTRIAL (Tons)
COMMINGLED CONTAINERS	Commingled Containers			
COMPOST/MULCH (Yard) Landscaping material only. Landclearing materials included in Table B2.	Brush and Branches			
	Grass			
	Leaves			
	Mixed Yard Waste			
COMPOST/MULCH (Other)	Food Waste			
	MSW Compost ¹			
	Wood Materials ²			
	Other ³			
GLASS	Brown Glass			
	Clear Glass			
	Green Glass			
	Mixed Glass			
	Other ⁴			
METALS	Aluminum Cans			
	Back-End Scrap			
	Lead Acid Batteries			
	Mixed Cans (Al, Sn, Steel)			
	Tin (Sn) Steel Cans			
	White Goods			
	Other ⁵			
PAPER	Magazines			
	Mixed Paper			
	Newspaper			
	Office/Computer Paper			
	Old Corrugated Cardboard			
	Other ⁶			
PLASTIC	Mixed Plastic			
	Plastic Code # _____			
	Plastic Code # _____			
	Other ⁷			

Form Number: MDE/MA/SCOM.019
 Date: December 13, 2011
 TTY Users: 800-201-7165

Page 2 of 4



ATTACHMENT F

County: _____ Reporting Period: _____

CATEGORY	MRA RECYCLABLES	RESIDENTIAL (Tons)	COMMERCIAL (Tons)	TOTAL (Tons)
OTHER MATERIALS	Animal Protein/Solid Fat			
	Electronics			
	MSW-to-Energy Ash			
	Pallets ⁴			
	Textiles			
	Tires ⁵ (Recycled)			
	Tires ⁶ (Retread)			
	Tires ⁷ (Cement Kiln 12%)			
	Other ⁸			
Table B1b Total (Tons)				
TOTAL MRA (TONS)				

- * For more detailed guidelines, refer to the *MRA Tonnage Reporting System Guidelines*, available under "County Coordinator Resources" on MDE's recycling web page.
- 1 Grass, leaves, brush and branches, and mixed yard waste generated from landscaping operations. See Table B2 for landclearing information.
 - 2 Report only that portion that is marketed. See Guidelines for further instructions.
 - 3 Includes recycling of wood products (e.g., pallets, crates, barrels, wood furniture, casks, crates, etc.). Materials must be mulched or composted ONLY. Otherwise, include in "Other Materials" category.
 - 4 Refurbished pallets ONLY. List mulched or composted pallets in "Wood Materials" - "Compost/Mulch (Other)" category.
 - 5 Tires that are recycled into new products containing rubber (e.g., trash cans, storage containers, rubberized asphalt, etc.), and use of whole tires for playground and reef construction.
 - 6 Retread or recapped tires.
 - 7 Tires-to-cement kilns. Enter 12% of the total weight of tires used at cement kilns.
 - 8 List the MRA recyclable material. Use Table B1b - Other MRA Recyclables for additional space.
- B, C, D, E For use in Table C1

TABLE B1b - Other MRA Recyclables*

CATEGORY	MRA RECYCLABLES	RESIDENTIAL (Tons)	COMMERCIAL (Tons)	TOTAL (Tons)
TABLE B1b TOTAL (TONS)				

* For more detailed guidelines, refer to the *Maryland Recycling Act Tonnage Reporting System Guidelines*, available under "County Coordinator Resources" on MDE's recycling web page.

ATTACHMENT F

County: _____ Reporting Period: _____

TABLE B2 – Non-MRA Materials Recycled*

	RESIDENTIAL	COMMERCIAL	TOTAL (TONS)
Antifreeze			
Asphalt			
C&D Debris			
Coal Ash (Fly Ash, Pozzolan)			
Concrete			
Landclearing Debris ¹			
Scrap Automobiles			
Scrap Metal			
Sewage Sludge			
Soil			
Waste Oil			
Other:			
Other:			
Other:			
Other:			
Other:			
TOTAL NON-MRA (TONS)			

* For more detailed guidelines, refer to the Maryland Recycling Act Tonnage Reporting System Guidelines, available under "County Coordinator Resources" on MDE's recycling web page.

1. Earthen materials (i.e., clays, sands, gravels, and silts), topsoil, tree stumps, root mats, brush and branches, logs, vegetation, and rock from land clearing operations that if not recycled are discarded in landclearing debris, Rubble, or C&D landfills. See Table B1 for landscaping information.

TABLE C1 – Maryland Recycling Act Waste Diversion Rate Calculation

Waste Stream	Waste Recycled (Tons)	Waste Generated (Tons)	Diversion Rate (%)
Household Solid Waste (Table B1)			
Commercial Solid Waste (Table B1)			
Industrial Solid Waste (Table B1)			
Construction & Demolition Debris (Table B1)			
Landclearing Debris (Table B1)			
Other (Table B1)			
Total Waste Recycled (Table B1)			
Total Waste Generated (Table B1)			
Waste Diversion Rate (%)			

I certify, to the best of my knowledge, that the tonnage claimed on this form is accurate and based upon actual records maintained by the County. These tonnage records will be made available to MDE for auditing purposes, if requested.

Signature Title Date

Form Number: MDE/NA/SC/OML019
Date: December 13, 2011
TTY Users: 800-201-7185

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