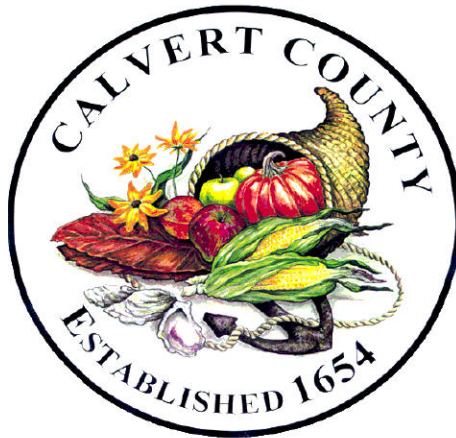


INVITATION TO BID
BOARD OF COUNTY COMMISSIONERS
OF
CALVERT COUNTY
PRINCE FREDERICK, MARYLAND 20678



SCRAP METAL RECYCLING SERVICES
BID NUMBER - PURCH 2010-001

PURCHASING OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678
destepcm@co.cal.md.us
410-535-1600 Ext. 2322
301-855-1243 Ext. 2322

DUE DATE: Monday, September 21, 2009 by 2:30 p.m.

PRE-BID MEETING: Monday, September 14, 2009 at 10:00 a.m.
Division of Solid Waste
401 Sweetwater Lane
Lusby, Maryland 20657



INVITATION TO BID CALVERT COUNTY GOVERNMENT

Bids must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert County reserves the right to reject bids improperly labeled. The envelope must also show the bidders name and address.

SEALED BID

TO BE DELIVERED AND OPENED BY:

**CALVERT COUNTY GOVERNMENT
PURCHASING OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678**

BID TITLE: _____
BID NUMBER: _____
BID DATE: _____ **BID TIME:** _____



INDEX

	<u>PAGE NUMBER</u>
NOTICE TO BIDDERS	1.0 – 1.1
BID PROPOSAL	2.0 – 2.2
NON-DISCRIMINATION IN EMPLOYMENT	3.0
GENERAL CONDITIONS OF BID AND CONTRACT	4.0 – 4.6
SPECIFICATIONS	5.0 – 5.14
EQUIPMENT DEDICATION AFFIDAVIT	6.0
HOLD HARMLESS AGREEMENT	7.0
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID	8.0
AGREEMENT	9.0 – 9.1

NOTICE TO BIDDERS

On or before Monday, September 21, 2009 by 2:30 p.m., bids are due and will be opened immediately thereafter in the County Services Plaza Conference Room, 150 Main Street, Suite 102, 1st Floor, Prince Frederick, Maryland for:

CONTRACT - PURCH 2010-001 SCRAP METAL RECYCLING SERVICES

Bids must be submitted in a **SEALED ENVELOPE** with the labels we have provided affixed to the front. Calvert County reserves the right to reject bids improperly labeled. The envelope must also show the bidders name and address.

A pre-bid meeting will be held on Monday, September 14, 2009 at 10:00 a.m. at the Division of Solid Waste, 401 Sweetwater Lane, Lusby, Maryland 20657.

Bid(s) should be mailed or hand delivered to the following:

CALVERT COUNTY GOVERNMENT PURCHASING OFFICE
150 MAIN STREET, SUITE 105
PRINCE FREDERICK, MARYLAND 20678

Acceptance of bids by County employees other than the Purchasing Office is not deemed proper delivery. Where bids are sent by mail to the Purchasing Office, the Bidder shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the mail is delayed beyond the date and hour set for the bid closing, bids will not be accepted.

Bids made on any form other than the attached form will not be considered. Changes in the phraseology of the bid, additional or limiting provisions will render the bid informal and may cause its rejection.

Changes to the Invitation to Bid or Technical Specifications shall be made only in writing and copies will be e-mailed to all known prospective bidders. The County Commissioners assume no responsibility for verbal instructions or interpretations.

Vendors are responsible for obtaining any addendums that may be issued by going to eMaryland Marketplace at <https://ebidmarketplace.com/> prior to submitting their proposal.

Unless otherwise specified, all Bids shall be binding for ninety-(90) calendar days following the Bid opening date, unless extended by mutual consent of all parties.

All prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories.

The right is hereby reserved to reject any or all bids, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County may require.

If the bidder to whom an award is made shall fail to execute the contract hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second highest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or the Board of County Commissioners of Calvert County may reject all of the bids, as its interests may require.

Bidders must examine the specifications carefully, and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the Purchasing Office before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

Each bidder before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the equipment to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the terms and conditions referred to herein.

The Purchasing Office will correct any errors in computations when the proposals are canvassed.

Bidders shall execute the following forms and include them as part of their proposal:

- (a) Bid Proposal
- (b) Non-discrimination in Employment
- (c) Equipment Dedication Affidavit
- (d) Hold Harmless Agreement
- (e) Anti-Bribery Affirmation and Affidavit of Qualification to Bid

The results for this ITB will be posted on the County's web site at <http://www.co.cal.md.us/business/purchasing/solicitations/results/>.

CONTRACT PURCH 2010-001
SCRAP METAL RECYCLING
BID PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material and equipment necessary for SCRAP METAL RECYCLING SERVICES, as specified, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following rate(s):

The value of this service is based on the percentage of the market index as listed within these specifications:

Mixed Scrap Metal:

(Percentage Number)

(Percentage Written Number)

Mixed Scrap Metal Floor Price (If above \$0.00 please indicate, otherwise indicate \$0.00):

\$_____
(Numerical Number)

(Written Number)

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of bid, the necessary contract will be executed with ten (10) days after such notice.

No bidder may withdraw his bid within 90 days after the opening thereof.

Bidding Firm: _____ Date: _____

Authorized Signature: _____

VENDOR FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE OF AUTHORIZED AGENT: _____

TITLE OF AGENT: _____

PRINTED NAME OF AGENT: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: _____

DATE: _____

BIDDER QUALIFICATION INFORMATION: List at least three (3) business references for which your firm has provided this type of service for at least one (1) full year.

1. Company: _____
 Address: _____
 Contact Person: _____
 Telephone: _____
 Date(s) of Service: _____
 Type of Service: _____
 Comments: _____

2. Company: _____
 Address: _____
 Contact Person: _____
 Telephone: _____
 Date(s) of Service: _____
 Type of Service: _____
 Comments: _____

3. Company: _____
 Address: _____
 Contact Person: _____
 Telephone: _____
 Date(s) of Service: _____
 Type of Service: _____
 Comments: _____

Specify the number of years your firm has been in business providing the service as outlined in this Invitation to Bid: _____

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Contractor's Signature _____

Printed Name of Contractor _____

Company Name, Address _____

Phone Number _____

Date _____

GENERAL CONDITIONS OF BID AND CONTRACT

BID FORMS AND AFFIDAVITS

All bids shall be submitted on the forms provided, properly signed in ink by a principal duly authorized to make contracts, and submitted in a sealed envelope.

The attached Affidavit of Qualification to Bid must be submitted with bids. Failure to comply shall be cause for rejection of bids.

ALTERNATE BIDS (Section Deleted)

BRAND NAME OR EQUAL ITEMS (Section Deleted)

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK (Section Deleted)

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications must be noted in detail by the bidder, in writing, and submitted with the formal bid. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising the bids.

AWARD OR REJECTION OF BIDS

The Board of County Commissioners of Calvert County shall award the contract to the most responsive and responsible bidder complying with all provisions of the Invitation to Bid provided the bid price is reasonable and it is in the best interest of the County to accept it. Calvert County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Calvert County reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the County to do so. 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 a bid of a bidder who investigation shows is not in position to perform the contract.

In determining the "most responsive, responsible bidder", in addition to considering price, the Commissioners or the official authorized official to contract for the county shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. Whether the bidder is in arrears to the county on any debt or contract, is in default on any surety to the county, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the contract.

WARRANTIES (Section Deleted)

INDEMNIFICATION

Nothing contained in the contract shall be construed to constitute the Contractor an agent of the County Commissioners.

The Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against the County in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

INSURANCE

- A. The Contractor and/or subcontractors shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland and shall name Calvert County as an additional insured. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name Calvert County as an additional insured.
- B. Additional Insured
 - 1. The following shall be Additional Insured's: Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
 - 2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. Commercial General Liability Insurance

During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Products and Completed Operations;
3. Independent Contractors Coverage;
4. Broad Form General Liability Extensions or equivalent; and
5. Per contract aggregate.

D. Automobile Liability Insurance

During the life of this contract the Contractor shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

E. Workers Compensation

During the life of this contract the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract.

F. Pollution Liability

Contractor shall maintain Pollution Liability insurance naming Calvert County as an additional insured, with limits of liability not less than \$1,000,000.00 per occurrence.

G. Notice of Cancellation

Commercial General Liability Insurance, Automobile Liability Insurance and Workers Compensation insurance, as described above shall include an endorsement stating the following:

"Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Board of County Commissioners of Calvert County, Attn: Purchasing, 150 Main St., Suite 105, Prince Frederick, MD 20678."

Prior to starting performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance must be acceptable to the County. The contractor must obtain at its own cost and keep in force and in effect during the term of the contract. The consultant must provide a certificate of insurance prior to award of this contract.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

There shall be no subcontracting under the terms and conditions of this contract. Subcontracting under this contract shall be cause for termination of contract. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify Calvert County immediately, in writing, prior to such assignment of right to payment. Calvert County may or may not agree to accept the right of assignment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract.

TERMINATION OF CONTRACT

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the successful proposer. The Contractor shall pay the County for all materials collected as per the specifications as of termination date. No consideration will be given for anticipated loss of revenue to the Contractor on the cancelled portion of the contract.

The Contractor's right to perform this contract may be terminated for default by the County in the event services are not performed as called for or has unsatisfactorily performed the services as called for in the contract. Thereafter, the County may have the service performed by others, and the Contractor shall be liable for payments to the County for the shortage of the contract price for the remaining portion of the contract. Upon termination for default, payment shall be made to the County for all materials collected. Failure on the part of a successful Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract.

AVAILABILITY OF FUNDS (Section Deleted)

SERVICE DELIVERY FAILURES

Failures of a Contractor to deliver services within the time specified, or within reasonable time as interpreted by the County, shall constitute authority for the County to purchase the services in the open market. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

NON-LIABILITY

The Contractor 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, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent in conjunction with the Contract Manager may at their discretion, cancel the contract.

PAYMENT (Section Deleted)

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records - Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, the County disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a bidder, offeror or contractor as a result of the submission of restricted information, the Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with the County Government's need in the procurement process. A bidder, offeror or contractor agrees to indemnify, protect and save harmless the Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions will be made directly between the vendor and the requesting entity. The Board of County Commissioners of Calvert County assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations will be corrected when the proposals are canvassed.

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by Calvert County of the extended totals shall govern.

INCURRING COSTS

The County is not liable for any costs incurred by the Vendor prior to the issuance of the contract.

ADDENDA AND SUPPLEMENTS TO THE ITB

In the event that it becomes necessary to revise any part of this ITB, or if additional information is necessary to enable the Bidder to make an adequate interpretation of the provisions of this ITB, a supplement to the ITB will be provided to the Bidder. The bidder shall acknowledge in their proposal the receipt of all addenda, supplements, amendments or changes to the ITB that were issued by the County.

PROHIBITED INTERESTS

No Member or employee of the state or of a local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. In this Article, "local public body" means Calvert County, Maryland or any political subdivision of the state or any agency of the state or political subdivision.

COMPLETENESS

All information required by this 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.

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.

**SCRAP METAL RECYCLING SERVICES
BID NUMBER - PURCH 2010-001**

SPECIFICATIONS

1. INTENT

It is the intent of this Invitation to Bid (ITB) to establish a term contract with a qualified and experienced Contractor to provide all labor, material, supervision and equipment necessary to provide scrap metal recycling services on site and to be collected thereafter at the Appeal Landfill located at 401 Sweetwater Lane, Lusby, Maryland 20657.

- A. The purpose of this ITB is to enter into a contract for recycling services with one vendor in the best interest of the County.
- B. The purpose of this ITB is to allow the bidders the opportunity to achieve the best rate for recycling and lowest shipping costs.

2. CONTRACT ADMINISTRATION

- A. Contract Manager

The Contract Manager for this Contract shall be Calvert County's Division of Solid Waste Chief or his duly authorized representative. This shall be the Contractor's understanding in all cases throughout this document.

- 1. Decisions of the Contract Manager
 - a. To prevent misunderstanding the Contract Manager shall decide any and all questions which may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of said work, and shall decide all questions which may arise as to the interpretation of any or all conditions relating to the work and of the Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
 - b. Any doubt as to the meaning of or any obscurity as to the wording of these Specifications and Contract, and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of the Specifications or Contract and to give them due effect, will be resolved by the Contract Manager.

B. **CONTRACT ADMINISTRATOR**

1. To prevent misunderstanding, the Purchasing Office acting as the Contract Administrator may review any decision made or issued by the Contract Manager and may decide any and all questions which may arise as to the acceptable fulfillment of the Contract on the part of the Contractor in cooperation with the Contract Manager.
2. Any doubt as to the meaning of or any obscurity as to the wording of these Specifications and Contract, and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of the Specifications or Contract and to give them due effect, will be resolved by the Contract Administrator in consultation with the Contract Manager.
3. The decision of the Contract Administrator shall be final and conclusive and he shall have the authority hereunder to enforce and make effective such decisions and orders if the Contractor fails to respond promptly.
4. If an offeror contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Contract Documents, or have additional questions, he/she may submit a written request for an interpretation thereof to the Division of Solid Waste Contract Manager via the Purchasing Office at destepcm@co.cal.md.us or 410-535-1600, extension 2322. All inquiries will be shared with each vendor submitting a proposal. The Purchasing Officer may issue an addendum to the Contract providing the Contract Manager's determination and/or interpretation.

3. **CONTRACT PERIOD**

- A. The initial term of this contract will be for one year commencing after approval and proper execution of the contract documents, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the County. The initial term of this contract shall begin on or about October 1, 2009. This contract shall be automatically renewed unless notice of non-renewal shall be made to the Contractor by the County or to the County by the Contractor a minimum of ninety (90) days prior to anniversary date.
- B. In the event the County exercises its option to renew this contract beyond the initial one-year period, the rate(s) for each renewal term shall be the same percentage bid for the initial contract term.
- C. In the event the Bidder exercises the option to establish a higher floor price than \$0.00, the rate shall be the same price for the overall term of the contract.

4. **DEFINITIONS**

- A. Unless otherwise indicated, or agreed to in the proposal, the following definitions shall be used:

Mixed Scrap Metal: Consisting of any metal product, including but not limited to, such as auto parts, trailers/campers, dryers, washers, water heaters, heaters, dish washers, stoves, grills, metal desks, cabinets, shelves, chairs, bicycles, fence, lawnmowers, aluminum siding, pipes, wire, crushed oil filters, Freon appliances, propane and other gas cylinders and tanks. Scrap metal is collected as is, including tires on bicycles, lawn mowers and trailers, cloth on umbrellas, wood on benches, etc. Under no circumstances shall the Contractor shred or otherwise alter/change the material to be collected at the site.

Tanks & Cylinders: Consisting of Propane and other gas cylinders as listed above. These shall have their valves removed or have holes in the tanks.

Freon Appliances: Any appliance or metal product such as refrigerators, freezers, air conditioners and dehumidifiers containing Freon or other Ozone Depleting Compound (ODC).

Goods: Is also known as the Recyclable Materials defined above.

Weight Slips: Shall mean the slip shall identify the generator, transporter, material delivered and the weight.

Weight: Shall mean the weight (1 Ton = 2,000 pounds) or for lack of weight rate the use of conversion rate as established by Maryland Department of Environment.

Collection Agent: Is also known as the public or private Collector of designated recyclables.

Buyer: Is also known as the Market of designated recyclables.

Seller: Is also known as the Generator of designated recyclables.

- B. The County shall be responsible for the removal of Freon and other ODC prior to recycling of materials.
- C. Contractor may propose adding additional acceptable recyclables to the list of mixed items during the term of this contract for the duration of the contract term including renewals upon Seller acceptance.
- D. No materials may be added during the final year of the contract.
- E. All material may contain a minimal amount of out throws. No recyclable materials shall contain known hazardous materials.

5. WORK TO BE PERFORMED

- A. The Contractor's trucks, trailers and/or containers shall be easily identifiable with Contractor's name and/or license number. Pick up shall be from the Appeal Landfill.
- B. The Contractor shall be responsible for the loading and removal of designated recyclables on an as needed or scheduled basis.
- C. The Contractor shall report the markets and weights of the recyclable materials to the County Recycling Coordinator, if so requested.
- D. The Contractor shall accept all designated recyclable materials. In the event the Contractor's recycling facility site is closed, the Contractor shall have an alternative method of handling materials.
- E. At a minimum, the following materials as defined in Section 4. are to be accepted: Mixed Scrap Metal.
- F. The Contractor's acceptable materials may expand beyond items listed in this specification.
- G. All material may contain out throws. No recyclable materials shall contain known hazardous material.
- H. The Marketer of scrap metal shall comply with all Federal, State, County and Local statutes, ordinances and regulations applicable.
- I. The Contractor must demonstrate prior satisfactory experience in removal, hauling and marketing of scrap metal.

- J. County Landfill scales will be used to weigh all incoming and outgoing vehicles, containers and materials. County generated tickets will be used to calculate tonnage.
- K. Contractor shall remove scrap metal per specifications during normal work hours from the Appeal Landfill.
- L. Contractor shall cover loads before leaving the Appeal Landfill.
- M. Contractor may not separate or sort metal materials at the Appeal Landfill.
- N. Contractor may store equipment on site for the express purpose of loading scrap metal into Contractor's vehicles.
- O. Contractor may not store tools or fuel for Contractor's equipment on site.
- P. The Contractor shall collect and remove mixed scrap metal at least two (2) times per week, but more frequently, if necessary, to keep the metal on the ground to a minimum.
- Q. County Landfill scales will be used to weigh all outgoing materials. Landfill generated tickets will be used as verification for calculating payments to the County.
- R. Contractor's negligence, accidental or intentional, to weigh in and out of the Appeal Landfill shall result in a payment to the County for that load based upon the highest paid amount made by the Contractor during the course of the contract to date.
- S. Contractor shall remove mixed scrap metal from the Appeal Landfill per specifications Monday through Friday between the hours of 6:00 a.m. and 4:00 p.m. while the scale house is staffed and operating. No pickups shall be made at any other times.

6. PERFORMANCE AND LAWS

- A. All work performed shall be of high quality in accordance with good practices, procedures and industry standards. The Contractor must conform to all Federal, State and Local laws and governmental regulations.
- B. The Contractor shall assume liability for all applicable local, state and federal laws, including but not limited to transportation of mixed scrap metal and any applicable laws governing the processing of scrap metal.

7. TITLE AND RESPONSIBILITY FOR SCRAP METAL

The County agrees that title to the mixed scrap metal shall pass to the Contractor at the time that it is loaded into the Contractor's equipment. The County shall assume all responsibility for the scrap metal until loaded by the Contractor.

8. QUANTITIES

See CURRENT CONTRACT SERVICE INFORMATION for breakdown on current program tonnages. This tonnage may be used as a guideline. There is no guaranteed quantity of recyclables that will be available. However, the Contractor is obligated to collect all materials in accordance with this Invitation to Bid.

9. PRICING

All pricing shall include all costs, including but not limited to, labor, materials, services, supervision, taxes, fees, fuel, travel time, mileage and overhead. No additional charges may be charged to the County.

10. PRICE ADJUSTMENT

- A. In order to protect the interest of the County and to give the Contractor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the Contractor and the County.
- B. In submitting proposals, each Contractor shall set forth the percentage of the amount they will pay and may set a floor price in payment above \$0.00 for materials in accordance with the contract. This percentage and floor price shall remain fixed during the overall life of the contract.

11. RECYCLABLE MATERIAL PRICING METHODOLOGY

Mixed Scrap Metal. The value of this material shall be paid at a percentage rate of the per ton rate based on Consumer Buying Prices, Philly Market, Grade #2 bundles in the American Metal Market (AMM) for Mixed Scrap Metal. This price shall be adjusted upon the first issue each month for material delivered until the next month's issue. If the published rate is a range, the high figure shall be used to determine the market price. If no price is posted, then the previous month's price shall remain in effect. The value of this material shall have a base floor price for the contract period.

12. BILLING AND PAYMENT

- A. The Buyer shall make payment of the purchase price in full within 30 days following the end of the delivery month and submission of copies or a listing of all weight slips with a statement.
- B Checks to be made payable to the Calvert County Treasurer
- C. Contractor shall send checks to:
 - Division of Solid Waste – Recycling Coordinator
 - Appeal Landfill
 - P.O. Box 1330
 - Lusby, Maryland 20657
- D. Each check shall be accompanied with a detailed statement including the following information:
 - 1. Monthly report listing: invoice number, date of service, description of service, description of material(s), tons, rate price and total.
- E. Payment shall be made for service in accordance with these specifications.
- F. Repeated incidents of late service performances and/or unnecessary delays will be construed as noncompliance with the terms and conditions of this contract and the Contractor shall be in default of contract. Default of contract will results in penalties of damages incurred.
- G. Waiver of late performance of service penalty may be authorized by the Division Chief of the Solid Waste Division upon receipt of written documentation and explanation of extenuating circumstances effecting service schedule. Waiver of late delivery of service penalty is at the sole discretion of the Division Chief of the Solid Waste Division.
- H. Failure to supply the requested information with payment may be grounds for termination of the contract.
- I. The County may charge interest, not to exceed one percent (1%) per month, on all outstanding tickets not paid within thirty (30) days after receipt of the materials collected.

13. COLLECTION REQUIREMENTS

The Contractor or its collection agent(s) shall provide a fifty (50) cubic yard with a ten (10) ton minimum capacity trailer, roll-off container (loose or compactor filled) or compactor vehicle for the collection, storage and transportation of recyclables from the County facilities. Contractor shall be billed on ten (10) ton minimums unless the Contract Manager approves a removal of a lighter weight load due to lack of material.

No material may be held by the Contractor or their collection agent after collection has been made – it will be transported to market directly after collection has been made.

14. PERMITS AND CERTIFICATIONS

Contractor hereby certifies that it is an approved Vendor and licensed to do business as permitted. Contractor further agrees that it will accept all material generated by the Generator and from its hauler(s). This is to ensure ability to market recyclables.

15. RIGHT OF INSPECTION

The Contractor, Market, or Owner shall have the right to inspect the Goods on arrival at the Contractor or Market's facility.

16. CONTRACTOR'S PERFORMANCE

The Contractor selected to perform the service will be required to comply with the following provisions or be responsible to see that each person employed by the Contractor at the location performs the duties as specified and complies with these provisions:

- A. All employees of the company must be carefully screened, trained and supervised by the company. The successful bidder will do scheduling, supervision, and inspection of work.
- B. All employees of the Contractor shall be neat in appearance.
- C. The Contractor, or his representative, will report to the Division Chief of the Division of Solid Waste or the Recycling Coordinator any conditions or situations that may affect the performance of the Contractor's work.
- D. The County has the right to ask that a certain employee(s) of the Contractor not be permitted to work at the site if certain situations, such as if the employee is incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment is contrary to consistent good relations, warrant this.

- E. Under no circumstances shall the Contractor or any of his employees engage in scavenging or segregating/separating any metals nor shall the Contractor scavenge from any other areas at the Appeal Landfill.
- F. During performance of the duties of this contract, the Contractor and his employees shall remain at the site where the scrap metal is located at the Appeal Landfill.
- G. Upon entry to the Appeal Landfill, the Contractor, or his representative, shall ensure that all of their inbound trucks and roll-off containers are empty, including but not limited to tires, dirt, fill, concrete, asphalt, trees, shrubs, brush, trash, etc.

17. INTERRUPTED SERVICE

After an interruption caused by inclement weather, the Contractor must be prepared to complete the work without unnecessary delays.

18. INSPECTION OF SERVICES

- A. Definitions – “Service”, as used in this clause, includes services performed, workmanship, and equipment furnished or utilized in the performance of the services.
- B. The County has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The County shall perform inspections in a manner that will not unduly delay the work.
- C. If any of the services do not conform with contract requirements, the County may require the Contractor to perform the service again in conformity with contract requirements, at no decrease in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements.
- D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performances in conformity with contract requirements, the County may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or (2) terminate the contract for default.

19. SAFETY MEASURES

- A. Contractor shall take all necessary precautions for the safety of employees on the work site and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen, County employees, and public.
- B. All Maryland Governmental Agencies are mandated to comply with Public Employment Occupational Safety and Health Act Legislations, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by Calvert County shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:
 - 1. The vendor or Contractor hereby guarantees that all services and equipment furnished or delivered to Calvert County as listed on any Proposal, request for proposal, quotation, contract or purchase order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and enforced as of the date thereof.
- C. Calvert County retains the right to have representatives of the County inspect any service or project taking place on County property or through County auspices. The County reserves the right to stop work if an imminent hazard exists. The costs, if any created by a work stoppage due to unsafe conditions, will be borne by the Contractor responsible for the unsafe condition.

20. RESPONSIBILITIES OF CONTRACTOR

At his own expense, the Contractor shall:

- A. Obtain all necessary licenses and permits.
- B. Provide competent superintendency.
- C. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of his fault or negligence.
- D. Perform the work without unnecessarily interfering with County activities.

- E. Be required to provide all necessary labor, equipment, materials and supervision necessary for the work as required.
- F. Once materials are accepted by the Contractor, the materials are the property and responsibility of the Contractor.

21. BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Contract Administrator shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contract to remedy the same within said period, the Contract Administrator will authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor.
- B. In the event of the failure of the Contractor to remedy the same within said period, the Contract Administrator is authorized to seek to have this Contract voided.
- C. In addition to those instances specifically referred to in other sections herein contained, the County shall have the right at its option to terminate the Contract under any one or more of the following:
 - 1. If the Contractor becomes insolvent.
 - 2. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from the Board of Calvert County Commissioners.
 - 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
 - 4. In the event the Contractor fails to commence work in accordance with the specifications of this ITB.
 - 5. In the event the Contractor shall abandon the work.
 - 6. In the event the Buyer shall refuse to accept material delivered by the Seller or their collector or agent.

7. In the event the Contractor shall abandon any portion of the work to be performed under the specifications of this ITB.
8. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the specifications of this ITB.
9. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the specifications of this ITB.
10. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
11. If the County Commissioners shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.
12. If the Contractor "skims", "light weights", or otherwise diverts or withholds credit of or "adds", "heavy weights" or otherwise inflates or falsifies weights or weight slips of collected recyclables.
13. If the Contractor retains or fails to credit Calvert County funds.
14. If the Contractor is found delivering recyclables to a solid waste disposal facility.

22. LIQUIDATED DAMAGES

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Contract Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days.
- B. In the event of the failure of the Contractor to remedy the same within said period, the Contract Administrator may authorize the service to be performed and to be procured from any available source, with the difference between the actual cost paid and the bid defaulting the Contractor to be deducted from any monies due the defaulting Contractor may include a cost of \$50.00 per incident made payable to Calvert County.

23. PROHIBITED INTEREST

No member or employee of the state or of a local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. In this Article, "local public body" means Calvert County, Maryland and any political subdivision of the state or any agency of the state or political subdivision.

24. BIDDER QUALIFICATIONS

Bidders may be required to furnish evidence of sufficient financial responsibility to enable him/her to fulfill this contract.

The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Maryland, such as, but not limited to: Occupational Licenses, Business Licenses, Maryland Sales Tax Registration, and Federal Employers Identification Number.

25. CONTACTS

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

26. INCURRING COSTS

The County is not liable for any costs incurred by the vendor prior to issuance of the contract.

27. ADDENDA AND SUPPLEMENTS TO THE ITB

In the event that it becomes necessary to revise any part of this ITB, or if additional information is necessary to enable the vendor to make an adequate interpretation of the provisions of the ITB, a supplement to the ITB will be provided to the vendor. The vendor shall acknowledge in his proposal, the receipt of all addenda, supplements, amendments or changes to the ITB that were issued by the County.

28. HOLIDAYS

Services may not be conducted on regularly scheduled County holidays. Below is a list of County holidays that may fall with the Contract schedule:

Memorial Day	Thanksgiving
Independence Day	Christmas
Labor Day	New Year's Day

After award, the Contractor will be furnished with the latest list of County holidays, complete with the date of the month and day of the week the holidays will be in effect. The County may adjust the holiday list to reflect changes in County policy.

Each year the Contractor shall provide to the Contract Manager a list of their normal and holiday dates and hours.

29. TERMINATION

This Contract shall be performed as currently awarded pending the legal rebidding and awarding for this service and performance.

CURRENT INFORMATION PAGE

Current Market:

Yowell Equipment and Demolition
101 North Springdale Road
Westminster, MD 21158

Current Collection Method:

100 cubic yard open top Trailer

Current Pricing:

Mixed Scrap Metal - \$81.75 per ton credit to County

2008 Recyclable Material Tonnages:

Mixed Scrap Metal – 1,968.30 tons

Number of Loads and Frequency:

Approximately – 2 to 4 loads per week

Containers are Loaded by:

Contractor Personnel

Containers Sizes are:

Open top trailers

EQUIPMENT DEDICATION AFFIDAVIT

I, _____, _____ of
(Authorized Individual's Name) (Title)
_____, with an address of
(Company Name)

solemnly swear and affirm as follows:

1. I am over eighteen years of age, under no mental or legal disability, and am competent to testify to the matters stated herein, having personal knowledge of those matters.
2. All statements contained and vehicles and other such equipment as identified and attached in this affidavit are true and correct and made with full knowledge that the State of Maryland and the Board of County Commissioners of Calvert County, Maryland rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for said project.
3. At all times during the performance of the collection contract, Contract # _____, I agree to commit, for use for Contract # _____ in Calvert County, the number of vehicles and such other equipment as reasonably calculated to ensure safe, adequate and proper service.
4. I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Calvert County to damages arising therefrom.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing are true and correct.

CONTRACTOR: _____

Signature

Company Name

Title

Date

HOLD HARMLESS AGREEMENT

The Contractor, _____, hereby agrees to indemnify and hold harmless and defend the County, its officials, agents, servants and employees from the payment of any sum or sums of money to any person whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the Contractor, his employees, or agents in any way attributable to the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damage to property, claims, suits, costs, attorneys' fees, costs of investigation and of defense.

It is the intention of this paragraph to hold the Contractor, _____, responsible for the payment of any and all claims, suits or liens, or any nature and character, in any way attributable to or asserted against the County and/or its officials, agents, servants, or employees as a result of the performance of this contract or asserted against both the County and the Contractor.

In addition to holding the County of Calvert harmless, the Contractor will provide the defense for the County of Calvert, its officials, agents, servants, and/or employees, and will pay the costs of that defense, subject to the approval of the County.

If the claim or action or suit brought charges the joining negligence of the County and the Contractor or that the County is liable because of the action of the Contractor for a failure to oversee and/or supervise the Contractor, the Contractor will hold the County, its officials, agents, servants and/or employees harmless and undertake to provide the County, its officials, agents, servants and/or employees a defense.

CONTRACTOR:

Signature

Title

Date

ANTI-BRIBERY AFFIRMATION
AND
AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the _____ and the authorized representative of the firm
Title
of _____
Name of Corporation
whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

SIGNATURE

DATE

AGREEMENT

This Agreement made this _____ day of _____

in the year _____, by and between _____

hereinafter called the Contractor, And the Board of County Commissioners of Calvert County.

WHEREAS, the contract for _____

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO BIDDERS
BID PROPOSAL
NON-DISCRIMINATION IN EMPLOYMENT
GENERAL CONDITIONS OF BID AND CONTRACT
SPECIFICATIONS
EQUIPMENT DEDICATION AFFIDAVIT
HOLD HARMLESS AGREEMENT
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
INSURANCE CERTIFICATE
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said _____

_____ and the Board of County Commissioners of Calvert County have caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME _____

AUTHORIZED CONTRACT
REPRESENTATIVE _____ (SEAL)
SIGNATURE TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL
SUFFICIENCY ON _____
BY:

COUNTY ATTORNEY