

N O R T H E A S T M A R Y L A N D W A S T E
D I S P O S A L A U T H O R I T Y
I n v i t a t i o n f o r B i d s (I F B)

PROJECT: Carroll and Frederick Counties Residential Household Hazardous Waste Services

AGREEMENT NO. 1-2023

ADVERTISEMENT DATE: February 17, 2023

BID DUE DATE / TIME: March 16, 2023, 4:00 PM

All references to time in this IFB refer to Local Time.

I. SUMMARY STATEMENT

The Northeast Maryland Waste Disposal Authority (Authority) is soliciting bids for a qualified contractor to provide services to Carroll and Frederick Counties related to the acceptance, transportation, and disposal (or recycling) of residential household hazardous waste during County designated Residential Household Hazardous Waste Drop-off Days.

The primary goal of the Counties' residential household hazardous waste disposal programs is to provide a safe and convenient method whereby citizens can drop-off their stored Household Hazardous Wastes (HHW). The Contractor will be expected to conduct HHW Drop-Off Days for County residents. The Counties prefer recycling to disposal, as long as it is the most environmentally favorable choice available. The Counties each host about two HHW Drop-Off Events (1-Day each) per year at County designated sites.

The population of Carroll and Frederick County is estimated at 176,165 (64,267 households) and 279,835 (92,526 households), respectively.

This IFB is for an exclusive agreement with a primary Contractor, who may use pre-approved subcontractors for the Work.

This IFB sets forth the terms and conditions applicable to the proposed procurement, upon acceptance it shall constitute the contract between the bidder and the Authority.

II. ISSUING OFFICE and AUTHORITY CONTACT INFORMATION

Northeast Maryland Waste Disposal Authority (Authority)
Tower II - Suite 402
100 S. Charles Street
Baltimore, MD 21201-2705
410.333.2730

All contacts relative to this solicitation, including requests for information as well as questions concerning these instructions, shall be directed to the Authority by email (procurement@nmwda.org), with the Subject heading “Carroll and Frederick Counties Residential Household Hazardous Waste Services,” on or before 4:00 PM, Thursday, March 16, 2023.

III. BID DUE DATE

The Bids must be emailed to the Authority at procurement@nmwda.org on or before 4:00 PM on Thursday, March 16, 2023. There will not be a public bid opening. Unofficial results will be posted to the Authority’s website at www.nmwda.org within 5 business days. Bids, requests for withdrawals, and modifications not received by the time and at the location indicated will be deemed late and will not be considered.

IV. DURATION OF BID OFFER

Prices submitted in response to this solicitation are irrevocable for ninety (90) days following the due date. The Authority may, however, request Contractors to extend the time during which it may accept their bids. Once a bid is accepted, all prices, terms, and conditions shall remain unchanged throughout the term of the agreement.

V. PROCUREMENT METHOD

The Authority is soliciting bids in accordance with the requirements and allowances set forth in the Code of Maryland Regulations, Section 14.13.01.

Basis of Award:

The award will be based upon the lowest Total Bid amount and be awarded to the lowest responsive and responsible bidder for the services required.

TERMS and CONDITIONS

- A. Termination for Non-appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- B. Maryland Law Prevails. The laws of the State of Maryland shall govern the interpretation and enforcement of the agreement.
- C. Disputes. The Authority and the Contractor shall in good faith attempt to resolve any dispute or matter in controversy under the agreement. All disputes under the agreement, if not resolved by the parties, shall be resolved by courts of competent jurisdiction in Carroll County, Maryland or Frederick County, Maryland, as applicable, and in accordance with the laws of the State of Maryland. Pending resolution of a dispute, the Contractor shall continue to perform the agreement, as directed by the Authority.

- D. Changes. The agreement may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the agreement (including the agreement price).
- E. Termination for Default. If the Contractor does not fulfill obligations under the agreement or violates any provision of the agreement, and such default is not cured as set forth herein, the Authority may terminate the agreement by giving the Contractor written notice of termination. If an event of default is not cured by the Contractor within five business days of notice from the Authority, the Authority may terminate the agreement for cause. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority to damages incurred as a result of a breach of the agreement by the Contractor, including the cost to make alternative arrangements to obtain performance of the HHW services should the Contractor fail to provide the services in accord with the agreement. The Authority may terminate the agreement without incurring any liability to the Contractor, upon the occurrence of any of the following conditions: (i) an event of default by the Contractor; (ii) the Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under the agreement; and (iii) the Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of the agreement. In no event, whether based upon contract, tort or otherwise, arising out of the performance or nonperformance by the Authority of any obligation under the agreement, is the Authority liable or obligated in any manner to pay special, consequential or indirect damages, or any other amount except as specifically provided in the agreement.
- F. Nondiscrimination. The Contractor shall comply with all applicable laws, including the nondiscrimination provisions of federal and Maryland law.
- G. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the Authority or with any county, city, or other subdivision of the State of Maryland, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- H. Termination for Convenience. Notwithstanding any other provision of the agreement to the contrary and subject to Maryland State law, the Authority may terminate the agreement and its obligations to the Contractor under the agreement at any time by giving the Contractor ninety (90) days' notice of such termination. The Contractor will be entitled to payment by the Authority of reasonable, documented, previously unbilled expenses incurred as a direct result of the termination for convenience. In no event will the Contractor be entitled to any unearned fees or anticipatory profits.

VI. DEFINITIONS

“Authority” means Northeast Maryland Waste Disposal Authority, and its successors and permitted assigns.

“Authority Representative” means the Authority’s Executive Director, or any other person designated by the Authority’s Executive Director as the Authority Representative hereunder.

“Contractor” means <XXXX> (hereafter XXXX), and their individual permitted successors and assigns.

“County” means Frederick County, Maryland, and its successors and permitted assigns and/or Carroll County, Maryland, and its successors and permitted assigns.

“County Representative” means the Director of the Division of Solid Waste and Recycling for Frederick County, Maryland and/or the Carroll County Bureau Chief of Solid Waste, or any other person designated by the Department Head or Bureau Chief hereunder.

“Work” means the implementation of the household hazardous waste services.

VII. SCOPE OF CONTRACTOR SERVICES/ REQUIREMENTS:

HHW DROP-OFF EVENTS

The Contractor shall conduct HHW Drop-Off Events at County designated locations at minimum of one and a maximum of four times per year, as directed by the applicable County. Below are the current locations. The first event shall take place in May 2023 in Frederick County.

Frederick County

NYMEO Field/Keys Baseball Stadium: 21 Stadium Drive, Frederick 21703
Frederick County currently hosts two events per year.

Carroll County

Vehicle maintenance facility: 1250 Old Meadow Branch Road, Westminster 21158
Carroll County currently hosts one event per year.

Contractor will be responsible for mobilizing and setting up all-weather receiving station(s) where residential HHW shall be received, screened, handled, packaged, and stored. Contractor will be designated as the generator of the waste collected at each event.

Acceptable HHW items are stated in Attachment II of this IFB. There is no guarantee on the quantity of items that will be delivered during the HHW Drop-Off Events.

Contractor shall provide a sufficient number of personnel to perform the Work at each collection event in accordance with applicable law. Such personnel includes adequate staff to temporarily store, package, and transport the HHW. The Contractor shall have a competent and experienced supervisor or project manager on duty at all times when Work is being performed under the agreement. All operations described in these specifications

shall be conducted by the Contractor's personnel and shall be at the Contractor's sole expense.

County Staff will be responsible for traffic control at the Drop-Off events.

All site preparations shall be coordinated with the Counties and shall be completed prior to each collection event. Contractor will be expected to inspect and walkthrough the event site with County personnel prior to the scheduled event.

All Acceptable HHW shall be transported off-site and subsequently recycled or disposed of at a properly permitted hazardous waste disposal or recycling site at the end of each event. All material and Contractor equipment shall be removed from the site on the same day of the event and at the end of the event.

EQUIPMENT AND SUPPLIES

The Contractor shall be responsible to provide and set up all equipment and supplies needed for each collection event, including but not limited to:

- Personal protection equipment (including fire prevention equipment) as required by the Occupational Safety and Health Administration (OSHA) and all other relevant Federal and State of Maryland regulations for employees working with HHW material;
- Equipment and supplies sufficient to contain and clean all releases, and to prevent migration of released materials off-site.;
- Containers and equipment sufficient for the secure storage and transport of collected materials off site. Each container shall be manifested, labeled, and coded in accordance with all pertinent State and Federal regulations;
- Removable impervious tarpaulins sufficient in size to cover pavement where HHW is handled.;
- All weather collection stations including tables and containers for storage and packaging;
- Eyewash showers and ABC dry chemical fire extinguishers; and
- Trucks capable of removing all wastes from the collection site. All trucks carrying wastes shall have a transport manifest indicating the contents and shall be licensed for hazardous waste transport in accordance with all applicable Federal and Maryland State law.

The Contractor shall provide its own equipment, labor, fuel, and any other materials necessary to complete the required Work.

The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.

RECEIVING AND SCREENING/IDENTIFICATION OF HHW

Contractor shall safely accept all Acceptable HHW items delivered by County residents. Contractor staff will only handle the received wastes. If a resident has any unlabeled wastes not in their original containers, the Contractor shall attempt to determine the identity of the waste from the resident.

The County will provide for the disposal or recycling of non-hazardous solid waste from each Drop-off site and may provide containers at each event for the Contractor to store the non-hazardous waste. The County will be responsible for the transportation and disposal/recycling of non-hazardous waste. Contractor will be responsible for segregating the non-hazardous waste from the hazardous waste onsite.

The Contractor shall provide a suitable number of chemists and/or other qualified persons to identify each waste material for documentation and, where necessary, to analyze on-site to obtain sufficient information to allow for classification and removal from the site.

Contractor shall have an emergency response plan, in coordination with the County, for handling excluded waste including explosives, biologically active materials, and radioactive wastes. This plan is to be submitted and approved in writing prior to each event.

Contractor shall manage the incoming wastes safely so that waste does not accumulate in an area where County residents participating in the event may be located. Packaged wastes shall be stored separately away from receiving and collection areas in a secured storage area.

Wastes shall be segregated according to Hazard Class and packaged or stored in containers approved by State and Federal regulations.

TRANSPORTATION

At the end of the HHW Drop-Off Day, or at a prior time when a shippable quantity of waste has been received and processed for shipment, the hazardous waste shall be transported off-site in vehicles permitted as required for such transportation.

The Authority will have the option of performing a complete inspection of all vehicles at any time throughout the term of the agreement. In the event that any vehicle, when inspected, and in the sole determination of the Authority, fails to meet standards that the Authority determines are necessary to complete the agreement or to operate safely, the Authority may require such vehicle to be brought to standard before being placed back in service.

RECORDATION AND MANIFESTS

Contractor shall keep accurate records of materials received and shall provide documentation to the County on transportation, disposal and/or recycling (such as manifests and shipping papers) immediately upon acceptance of the waste in a permitted facility.

The Contractor shall be responsible for completing all transport manifests and other records in accordance with applicable law and as requested by the Counties.

The Contractor shall provide an electronic summary report of all waste shipments to the facilities for disposal and/or recycling. The report shall contain all manifest information for each container, including all transporter and shipment details.

CLEANUP

At the end of the Drop-off Day, the Contractor shall restore the site to its original condition. The site shall be cleared of all materials including absorbent and equipment. In addition, the area shall be swept clean.

PERMITTING

Contractor shall be responsible for all permitting requirements, as applicable, for each Drop-Off Event. Contractor must meet all Federal Environmental Protection Agency (EPA), OSHA, and Maryland Department of the Environment (MDE) guidelines in the performance of work and proper handling and disposal/recycling of hazardous waste. Contractor shall obtain and retain appropriate generator ID numbers; the counties will not obtain individual EPA Id numbers.

DAMAGES

The Contractor shall be responsible for any and all damage in connection with the Work that is not caused by ordinary wear and tear. "Ordinary wear and tear" means only the normal deterioration of the site, property or equipment caused by ordinary, reasonable and proper use of equipment. Any damage resulting from the Contractor's Work that is not ordinary wear and tear will be corrected to the satisfaction of the Authority and the County, at the sole cost and expense of the Contractor.

SUBCONTRACTORS

There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the agreement without the prior written consent of the Authority, unless those subcontractors are identified in the accepted bid.

TITLE TO HOUSEHOLD HAZARDOUS WASTE

Title to household hazardous waste shall pass from the resident to the Contractor when said waste is dropped off and accepted by the Contractor at the Drop-Off event site. The County shall not take title to, and shall not be listed as the generator, of, any materials through the HHW events. Contractor shall be responsible for the proper disposal and related costs of all material loaded onto Contractor vehicles.

INDEMNIFICATION

The Contractor will fully indemnify the County and Authority against any financial loss which may arise from the failure of Contractor to comply with this agreement.

CHANGES TO WORK

Changes to the scope of Work must be in writing, set forth in change order, and agreed to by all parties. The Authority will not agree to a change in scope or any additional work (including any additional costs incurred) unless the Parties have executed a change order to reflect any such changes, prior to such work being performed or such additional costs being incurred.

VIII. NOTICE TO CONTRACTORS

REQUEST FOR INFORMATION. Any information regarding the requirements or the interpretation of any provision of the agreement documents shall be requested, in writing, and delivered before 4:00 PM on, Wednesday, March 8, 2023. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda sent to all prospective bidders. The Authority will not respond to telephone requests for information concerning this IFB that would materially affect the bid.

Written requests for information or questions shall be emailed to procurement@nmwda.org.

Each request for information or questions shall include the Agreement Number as set forth on page 1 of this IFB and the name and address of the originator.

IX. CONTRACTOR QUALIFICATIONS:

Contractor shall have a minimum of 5 years of Maryland-based experience in projects similar in nature to the Work. Contractor shall be licensed for and shall be primarily engaged in the hazardous waste cleanup, collection, and disposal business. Contractors submitting bids certify to the Authority and Authority Representative that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the agreement at the time of bid submission, or that they shall have the necessary equipment and personnel and be ready to proceed on the date of "Notice to Proceed." Contractors shall have all applicable permits to handle hazardous waste and provide current copies of each.

The following items must be submitted with the Bid:

- Contractor shall be eligible to conduct business in the State of Maryland and shall provide a certificate of good standing with the State Department of Assessments and Taxation.
- Contractor shall submit three (3) references, with a project title. The project description of no more than 1-page should be accompanied with the name, address, telephone number and point-of-contact of at least three firms, for which the bidder provided similar services within the preceding 24 months. References may be checked prior to award.
- Contractor shall identify all storage facilities and/or final disposal and recycling facilities in carrying out this agreement and shall not utilize facilities with significant records of past or present environmental violations or lack of compliance. Include copies of permits for each proposed facility.
- Contractor shall provide a description of the equipment, supplies, storage containers, and transportation vehicles the Contractor will provide during the events. Include copies of pertinent licenses and permits for the Contractor's equipment.
- Contractor shall submit evidence of the ability to obtain Liability and Worker's Compensation insurances as detailed in section XI below.

X. PAYMENT:

Payment shall be made within net 45 days upon receipt of a correct invoice.

The Contractor shall provide the Authority with an original statement or invoice for all amounts payable 45 days after each HHW Event. The statement or invoice shall be in a form acceptable to the Authority. Each invoice shall set forth the amount of the service fees and any other charges payable to the Contractor for the applicable event, together with supporting documentation sufficient to allow the Authority to verify the Contractor's calculations. All invoices must clearly describe the details of the services being paid including the date the goods or services were rendered, the date of the invoice and a unique invoice number. Each invoice must include the Contractor's name, remittance address and federal taxpayer identification number or, if owned by an individual, his/her social security number. An original invoice must be submitted to the Authority at the following address:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, Maryland 21201-2705
Tel. (410) 333-2730, Fax (410) 333-2721
Email: authority@nmwda.org

If the Authority disputes any amount owed under the agreement, the disputed portion of the invoice will not be paid until resolution of the dispute. Pending resolution of any dispute, Contractor must continue to perform its obligations under the agreement.

XI. LIABILITY AND INSURANCE REQUIREMENTS:

The Contractor must be covered by a sufficient amount of liability insurance. The Contractor shall provide this Authority with proof of liability insurance and coverage before the contract is awarded as follows:

A. The Contractor shall maintain insurance issued by companies licensed and authorized to do business in the State of Maryland, and acceptable to the Authority and the County.

1. Comprehensive General Liability

Broad Form combined single limit of one million dollars and no cents (\$1,000,000.00).

2. Worker's Compensation/Employee Liability

To comply with statutory coverage in the State of Maryland, all States' liability and Employer's Liability (Coverage "B") with the limit of one million dollars and no cents (\$1,000,000.00).

B. Said certificate shall verify that the Authority and the County have been named as additional insureds to the Contractor's above policies, that the insurer, at its own expense, will indemnify and defend all parties insured, and that coverage is

extended to cover all contractual obligations of the Contractor contained in this contract. More specifically, Contractor shall indemnify, defend and hold harmless the Authority and the County, and their respective directors, officers, members, agents and employees from and against any and all liabilities, claims, suits, actions, losses, obligations, and expenses arising out of or relating to Contractor's breach of the agreement, and/or Contractor's negligence or willful misconduct.

- C. Should the Contractor subcontract any part of the service to be provided under this agreement, the subcontractor shall be required by the Contractor to provide insurance as described above.

If, at any time, the required insurance is cancelled, terminated, or modified so that coverage is not in full force and effect, the Authority may terminate the contract for cause, or obtain additional coverage equal to that required – the cost of which shall be borne by the Contractor.

- D. A Certificate of Insurance meeting the above requirements shall be provided to the Authority prior to "contract award."

XII. BID CONTENT:

The bidder shall submit an original Agreement Bid Form for this Project. The bid shall be submitted on Attachment No. I. Attachment No. I is **not to be altered in any way** and is to contain only the price or prices stipulated on the form, and the items listed in Section VIII.

Bid submissions must be emailed to procurement@nmwda.org with the Subject heading "Bid Submission – Agreement No. 1-2023 Carroll and Frederick Counties HHW Services"

XIII. TERM OF THE AGREEMENT/PROJECT:

The initial term of the contract begins upon acceptance of the bid by the Authority (as approved by and upon approval from the Counties) and ends June 30, 2026. The Authority has the sole option to renew the contract for two one-year periods through June 30, 2028. The Authority's rules and regulations, as well as established case law, require a competitive bidding process that does not allow for the mutual renewal of options for contracts (see COMAR Sec. 14.13.01 (Procurement Procedures) and *Mayor of Baltimore v. Bio Gro Systems, Inc.*, 300 Md. 248 (Md. 1984)).

XIV. ATTACHMENTS:

- Agreement Bid Form - Attachment No. I (required with bid submittal)
- Acceptable HHW Items and Unacceptable Items Attachment No. II

ATTACHMENT I - BID FORM - PAGE 1 of 2
INVITATION FOR BID CARROLL AND FREDERICK COUNTIES HOUSEHOLD
HAZARDOUS WASTE SERVICES

This form is to be completed in its entirety and unaltered.

The Authority is exempt from Maryland Sales and Use Taxes by Exemption Certificate Number 3000256-3 and from Federal Excise Taxes by Exemption Number 52-73-0358K. Do not include tax.

Household Hazardous Waste Bid Form		
	Unit of Measure (UoM)	Proposed Rate
Labor (per person) per event (State Staff Number _____)	Hours	
Mobilization (equipment, supplies, materials) per event	Each	
Aerosols Flammable	Pound	
Cylinders, Propane (thin walled, torch size)	Pound	
Flammable Liquid Fuels (Oil/Gas, brake fluid, lighter fluid, kerosene)	Pound	
Flammable Solids	Pound	
Non-flammable liquids	Pound	
Flourescent Bulbs, Intact U-Tubes & Circular (Non RCRA)	Pound	
Flourescent Bulbs, Intact Straight Bulbs	Pound	
Fire Extinguishers	Pound	
Oil-based paints	Pound	
Pesticides/Herbicides/Fungicides	Pound	
Oxidizing Material	Pound	
Corrosive Material	Pound	
Flares	Pound	
Mercury and Mercury compounds	Pound	
Batteries, Nicad dry cell for recycling (Non-RCRA)	Pound	
Batteries, Lithium for recycling	Pound	
Smoke detectors (NRC Exempt, Household detectors)	Pound	

ATTACHMENT I – BID FORM – PAGE 2 of 2
INVITATION FOR BID CARROLL AND FREDERICK COUNTIES HOUSEHOLD
HAZARDOUS WASTE SERVICES

This form must be completed in its entirety and unaltered.

REFERENCES: Give names and locations of three (3) places at which your organization has provided similar services in the preceding 24 months with the date work first commenced. Provide contact names and phone numbers.

ORGANIZATION NAME & ADDRESS	Reference Project	START DATE	CONTACT	PHONE #
1.				
2.				
3.				

For the Contractor:

_____ Company Name & Address

_____ City _____ State _____ Zip

Phone: _____ Fax: _____ Email _____

Representing the above Company

_____ SIGNATURE

_____ Print Name & Title

SOCIAL SECURITY NO. OR
FEDERAL TAX ID NO.

DATE:

ATTACHMENT II – ACCEPTABLE HHW ITEMS & UNACCEPTABLE ITEMS

Acceptable items include:

- Aerosol paints
- Brake Fluid
- Flares
- Fire extinguishers (Carroll County only)
- Fluorescent & UV bulbs (compact and tube)
- Fuels (gasoline/lighter fluid, oil/gas mixed)
- Kerosene (Carroll County only)
- Oil-based paints (Carroll County only)
- Herbicides/insecticides/fungicides
- Household & automotive cleaners
- Mercury thermometers & thermostats
- Pesticides, rat poison, mothballs
- Photographic chemicals
- Pool chemicals
- Rechargeable batteries (Nickel-cadmium, Li-ion and computer batteries)
- NIMH batteries (Carroll County only)
- Stains and sealants
- Solvents
- Smoke, radon & carbon monoxide detectors
- Thinners and solvents
- Other residential household hazardous materials not listed, but deemed acceptable by County event manager

Unacceptable Items include:

- Latex Paint (except in aerosol cans)
- Oil-based Paint (Frederick County only)
- Alkaline or vehicle batteries
- Biohazard waste
- Explosives & fireworks
- Firearms or ammunition
- Fire extinguishers (Frederick County only)
- Fuel tanks, compressed gas tanks, and cylinders
- Freon and helium tanks
- Kerosene, diesel fuel, hydraulic fluid
- Medicines and medical sharps
- Motor oil and antifreeze
- Radioactive materials
- Regular trash & recyclable materials
- Rechargeable batteries (Carroll County only)
- Household batteries
- Vehicle batteries
- Asbestos
- Items from commercial and industrial businesses or farms

- 55 gallons drums of any item (residential or commercial) (Carroll County only)
- *Unidentifiable items will not be accepted at drop-off events*
- Commercial Items from Businesses
- Hazardous waste from Farms