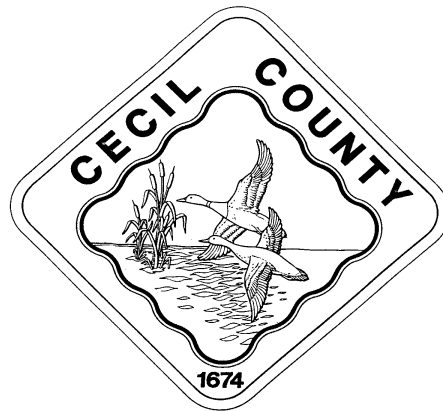


**Cecil County Government
Purchasing Department**

Bid #11-04

Fluorescent Lamp Recycling & Sharps Disposal

**CECIL COUNTY GOVERNMENT:
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**



**CECIL COUNTY PURCHASING DEPARTMENT
200 CHESAPEAKE BLVD., SUITE 1400
ELKTON, MARYLAND 21921**

Bid #11-04
Invitation to Bid

Sealed proposals for “**Fluorescent Lamp Recycling and Sharps Disposal**” as described in specifications, for Cecil County Government, Department of Public Works, Solid Waste Division will be received from qualified bidders until **1:30 p.m. on March 24, 2010** in the Purchasing Department, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921.

The service will provide containers, transportation and recycling of mercury containing fluorescent lamps from all three of its Solid Waste Management Facilities. The same service shall provide containers, transportation and incineration of Sharps from the Central Landfill site. Additional specifications and/or instructions to bidders may also be obtained by e-mailing plowe@ccgov.org (cc/ dpyle@ccgov.org) or by calling the Purchasing Department (Pamela Lowe, Purchasing Assistant) at 410-996-5396.

Bid packages may be picked up at the Purchasing Office at a **non-refundable** cost of \$10.00 per package (including sales tax) or per copy on a compact disc. **When available, electronic copies may be formally requested upon registration with the Purchasing Office.**

The Board of County Commissioners of Cecil County reserves the right to reject any or all bids and to waive technicalities. All bids are based upon budgetary constraints.

Electronically submitted bid proposals will not be accepted. Bid proposals are provided on the Cecil County web-page (http://www.ccgov.org/dept_purchasing/index.cfm) as a PDF document for all vendors to download. **All vendors wishing to submit a proposal shall obtain an original set of documents from the Cecil County Purchasing Department.** Changes or addendums to this proposal and or other documents will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County web-site. Vendors obtaining electronic copies of the proposal documents will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.

All questions or discussions concerning this bid, bid documents, specifications, etc. shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office concerning this or any other County bid, RFP, solicitation or quote.

The Purchasing Office will provide vendor lists on the Cecil County web-site (www.ccgov.org) for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

LOCAL CONTRACTORS PREFERENCE: Section 183-21 of the Cecil County Code provides for Local Preference whereby the Board of County Commissioners of Cecil County reserves the right to show preference to local bidders in the purchase of supplies, equipment and services.

The Board of County Commissioners of
Cecil County

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County Government

Cecil County, Maryland
Bid 11-04

“Fluorescent Lamp Recycling and Sharps Disposal”

Instructions to Bidders

Bids should be mailed or otherwise hand-carried in order to be received in the office of the Purchasing Department, 200 Chesapeake Blvd., Suite 1400, Elkton 21921, prior to **1:30 p.m. on March 24, 2010.** The bids received after that time will be returned to the bidder unopened.

Bids should be submitted in a sealed envelope clearly marked in the lower left hand corner: **Fluorescent Lamp Recycling and Sharps Disposal.**

Before submitting proposals, the bidder should acquaint themselves with all governing laws, ordinances, etc. and otherwise familiarize themselves with all matters, which may affect the bid. The act of submitting a proposal shall be considered as meaning that the bidder has so familiarized themselves; therefore, there shall be no misunderstanding or lack of information.

In accordance with Cecil County’s Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age, marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the Contractor, for themselves, their assignees and successors in interest, agrees to comply with all federal, state and local non-discrimination regulations.

Section 183-21 of the Cecil County Code entitled “Local Preference” reads as follows: The Board of County Commissioners of Cecil County reserves the right to show preference to local bidders in the purchase of supplies, equipment and services. The amount shall not exceed six percent (6%) of the amount bid or quoted and/or \$60,000, whichever is less. A local bidder is defined as an individual or business that maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County and/or the State of Maryland, if required, and is subject to Cecil County real and/or personal property taxes. Any local bidder in default on payment of any county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid.

One (1) original and one (1) copy of the bid shall be submitted in a sealed envelope.

CECIL COUNTY, MARYLAND
BID 11-04

“Fluorescent Lamp Recycling and Sharps Disposal”

GENERAL AND SPECIFIC CONDITIONS

I. SCOPE

- It is the intent and purpose of these specifications to secure bids for: **“Fluorescent Lamp Recycling and Sharps Disposal”**. The Cecil County Government reserves the right to determine acceptability of any service being bid.

- Background Information:

- Fluorescent lamps are energy efficient and popular for office and home lighting.
- The National Electrical Manufacturers Association has estimated that over 600 million fluorescent lamps are disposed of in the United States each year. This puts over 30,000 metric tons of mercury-contaminated waste into the nation’s landfills.
- The Resource Conservation and Recovery Act (RCRA) considers fluorescent lamps to be hazardous waste because levels of mercury exceed the toxicity characteristic for mercury.
- Mercury is a toxic substance which is harmful to the central nervous system and kidneys if ingested or inhaled.
- Removal of mercury containing items from the waste stream is necessary to reduce mercury pollution.
- In one (1) year, approximately nine million syringe users will administer at least three billion injections outside of health care facilities. Many of these users simply throw these Sharps away.

II. SUBMISSION OF SERVICE DESCRIPTION

Each bidder shall furnish one (1) copy of the complete description and details of the service or materials proposed. It is intended to award the contract to one contractor, but the County has the right and option to select multiple vendors to satisfy the requirements.

III. PRICING

Bid prices shall remain firm for one hundred twenty (120) days from the date of the bid. Invoices will be paid for within thirty (30) days of receipt of the invoice and acceptance of the vehicle.

All contracts and/or quantities are contingent on budgetary constraints.

IV. **TAXES**

Cecil County is exempt from all sales tax and federal excise taxes and such tax will not be allowed or included in the contract price.

V. **METHOD OF PURCHASE AND PAYMENT**

Upon award of the contract, a purchase order will be issued. The Contractor shall submit invoices in duplicate to **Cecil County Department of Public Works, Solid Waste Department, 200 Chesapeake Blvd., Suite 2400, Elkton, MD 21921.**

All invoices shall provide dates of pick-up and the amount of material weight, along with current Purchase Order/Contract Number.

VI. **RIGHT TO TERMINATE**

The Cecil County Government reserves the right to terminate this contract by a ten (10) day written notice should the quality of the products become inferior or poor delivery service.

VII. **QUANTITIES**

Cecil County Government is estimating that the quantity figures listed in this bid are for a one (1) month period. Quantities may vary during each pick-up during the term of the open contract.

VIII. **BASIS OF AWARD**

The award of the contract will be made only to the lowest responsible and most responsive bidder who meets the requirements of the bid and is considered best able to serve the interests of Cecil County. Cecil County reserves the right to reject any and/or all bids or to waive any technicalities it deems in the best interest of Cecil County. The Contract period shall run one (1) year from the date of Notice to Proceed with the option to extend the contract (at the County's discretion) for two (2) additional years in (1) year increments without change to contract specifications or pricing. Any change shall result in the contract being re-bid.

IX. **LAWS AND REGULATIONS**

The Contractor at all times, shall observe and comply with all federal, state, municipal and/or local laws, ordinances, rules and regulations in any manner affecting the work to be done, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having jurisdiction or authority over, and shall indemnify and save harmless the Owner and all its officers, agents and employees against any claim or liability arising from, or based from, or based on the violation of any such laws, ordinances, rules,

regulations, order or decree, whether such violations by the Contractor, or by any sub-contractor or any of their agents and/or employees.

X. **PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work.

XI. **TRANSPORTATION**

Prices quoted shall be net, including transportation and delivery/pickup charges fully pre-paid by the seller, f.o.b. destination (Cecil County Landfill, 758 East Old Philadelphia Rd, Elkton, MD 21921 or designated areas). No additional charges will be allowed for packing, packages or partial delivery/pickup costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight/delivery rate cost at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

XII. **INSURANCE REQUIREMENTS**

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

(a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.

(b) In case any portion of the project is sublet, the Contractor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.

(c) The Contractor and the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County Government as an additional insured).

BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the Contract Bodily Injury Liability and Property Damage Liability Insurance to protect him and any sub-contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract, whether such

operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall not be less than amounts shown in the following chart:

- General Liability:	\$2,000,000	Annual Aggregate
	\$1,000,000	Each Occurrence
	\$1,000,000	Products and Completed Operations
	\$1,000,000	Personal Injury and Advertising
- Automobile Liability:	\$1,000,000	Combined Single Limit
- Worker's Compensation:		-- Statutory
- Excess	\$1,000,000	Each Occurrence
- Professional Liability:	\$1,000,000	(As Required)

(Upon award of contract, the Contractor shall provide a copy of a Certificate of Insurance, with the Cecil County Government named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.)

XIII. DAMAGES

The Contractor shall be responsible for any and all injuries to persons and damages to property resulting from the performance of the work specified, materials applied and/or equipment used.

XIV. TERM and TYPE OF CONTRACT

The term of the Contract shall be from contract execution until June 30, 2011, with the option of extending the contract for an additional two (2) years in one (1) year increments by mutual agreement of the contracting parties without change to specifications.

Cecil County Government reserves the right to accept or reject any option for contract renewal. Additionally, the Contractor is obligated to perform the services as agreed upon within the bid proposal, which the Cecil County Government requires in its operation. Should an emergency arise and the Contractor cannot perform the required service as outlined within this agreement, the County reserves the right to contract these services from other sources to meet these needs without prejudice of this contract.

BID FORM 11-04

Fluorescent Lamp Recycling and Sharps Disposal

Subject: Fluorescent Lamp Recycling and Sharps Disposal

To: The Board of County Commissioners of Cecil County Government

Pursuant to your request inviting bids to be received until **1:30 p.m. on March 24, 2010** in the Purchasing Agent's office for "Fluorescent Lamp Recycling and Sharp Disposal" service, the Cecil County Government, Department of Public Works, Solid Waste Division on the undersigned hereby submits the following bid:

BID PRICE FOR:

TRANSPORTATION FEE:

Cecil County Central Landfill
758 E. Old Philadelphia Rd.
Elkton, MD 21921

\$ _____

Woodlawn Transfer Station
565 Waibel Road
Port Deposit, MD 21914

\$ _____

Stemmers Run Transfer Station
45 Stemmers Run Road
Earleville, MD 21919

\$ _____

**RECOVERY PRICE:
FLUORESCENT LAMPS**

1' LAMP	\$ _____
2' LAMP	\$ _____
3' LAMP	\$ _____
4' LAMP	\$ _____
5' LAMP	\$ _____
6' LAMP	\$ _____
8' LAMP	\$ _____
BI-AXLE	\$ _____
CIRCULAR	\$ _____
COMPACT	\$ _____
HIGH INTENSITY	\$ _____
SPECIALTY	\$ _____
U-BEND	\$ _____
BROKEN LAMPS	\$ _____

HIGH INTENSITTY DISCHARGE (HID)

ULTRA VIOLET (UV)

**PICKUP, TRANSPORTATION, DISPOSAL OF 16
GALLON SHARPS CONTAINER (EACH)**

- Name and telephone number for direct contact:

Name: _____

Telephone #: _____

The undersigned swears (or affirms) under the penalty of perjury that the Bidders, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder any unfair advantage over others, nor have to gain any favoritism in the award of any contract resulting from this bid. By signing this bid form, I acknowledge that I have read the entire bid package.

Bid Submitted by:

Witness

Name of Firm or Dealer

Telephone Number

Authorized Name & Signature

Fax Number

Address (Street)

Address (City, State, Zip Code)

The above circled bid is accepted and hereby ratified and confirmed by the Board of County Commissioners of Cecil County for the purchase and delivery of **“Fluorescent Lamp Recycling and Sharps Disposal”** this ____ day of _____, 2010.

Brian L. Lockhart
President
Board of County Commissioners of Cecil
County

LOCAL CONTRACTORS PREFERENCE

Section 183-21 of the Cecil County Code entitled “Local Preference” reads as follows:

“The Board of County Commissioners of Cecil County reserves the right to show preference to local bidders in the purchase of supplies, equipment and services. The amount shall not exceed six percent (6%) of the amount bid or quoted, and/or \$60,000, whichever is less. A “local bidder” is defined as an individual or business that maintains a place of business or maintains an inventory of merchandise and/or equipment in Cecil County, is licensed by Cecil County and/or the State of Maryland, if required, and is subject to Cecil County real and/or personal property taxes. Any “local bidder” in default on payment of any county or state tax or license shall not be eligible to receive preference until all taxes or licenses due are paid.

Bidders are cautioned to note the specific and several requirements that may qualify a bidder for local preference consideration. A bidder wishing to receive local preference consideration must be able to demonstrate qualification under **all** the noted requirements.

No bidder should assume, regardless of whether the bidder qualifies under the definition of “local bidder”, that the Board of County Commissioners of Cecil County would grant preference on this contract to any bidder. The Board of County Commissioners **reserves** the right to do so under Section 183-21 of the Cecil County Code but is not **bound** to do so under any circumstance, regardless of precedent.

Any bidder that wishes to be considered a “local bidder” in the Board of County Commissioners award of the contract **shall** submit with the bid any and all documentation that proves that the bidder, identified by name in the submitted bid, meets the definition of “local bidder.” Neither the Board of County Commissioners nor the Procurement officer shall be bound by any information or documentation provided by the bidder after opening of the bids. However, the County reserves all rights to investigate a bidder’s potential qualification as a “local bidder” and use any relevant information in its determination of a bidder’s qualification under the definition, regardless of when it is obtained.

CERTIFICATION OF BIDDER'S QUALIFICATIONS

All applicable questions must be answered and included with the bid. The data given must be clear and comprehensive. A copy of the Bidder's State of Maryland Construction Firm License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **Fluorescent Lamp Recycling and Sharps Disposal**
2. Contract No.: **Bid/Contract 11-04**
3. Name of Bidder: _____
4. Bidder's Federal Employee I.D. No.: _____
5. **State of Maryland Construction Firm License No.:** _____
6. State of Maryland Control No.: _____
7. Business Address: _____

8. When Organized: _____
9. Where Incorporated: _____
10. **Foreign Business No.:** _____
11. Has the Bidder paid any sales tax on the equipment to be used on the project? Yes _____
No _____
12. If so, at what rate was the sales tax paid? _____
Percent to State of _____
13. How many years has the bidder been engaged in this business under your present firm name?

14. Have you ever refused to sign a contract at your original bid?
Yes _____ No _____
15. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
16. Will you, upon request, furnish any other pertinent information that Cecil County Government may require? Yes _____ No _____
17. Do you assert that you qualify under definition of "Local Bidder" under Cecil County Code Section 183-21? YES __ NO __ (If yes, attach appropriate documentation)
18. Does your business maintain a regular place of business in the State of Maryland (Resident) _____ or would your business be considered Non-Resident _____?
Dated this _____ day of _____, 2010.
19. Has the bidder or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal government. Yes _____ No _____
(If yes, explain _____)

With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

(Name of Bidder)
By: _____
Title: _____

SPECIFICATIONS

The following specifications are minimal requirements to be met by the contractor submitting bid proposals. Any changes or additional requirements submitted as part of the contractor's proposals shall be provided on a separate sheet of paper for review for possible acceptance. The County has the right to accept or refuse any change to the requirements list below.

Vendor will:

- Accept all types of mercury containing lamps.

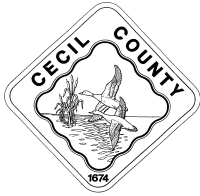
PICK UP SCHEDULE:

<u>PICK UP LOCAT ION</u>	<u>PICK UP FREQUENCY</u>	<u>AVERAGE # SHARPS CONTAINERS PER PICKUP</u>	<u>AVERAGE # LAMPS PER PICKUP</u>
CENTRAL LANDFILL 758 E. Old Philadelphia Rd. Elkton, MD 21921 410-996-6275 x 224	ONCE PER MONTH & ON CALL	3 – EACH MONTH	1000 EACH MONTH
WOODLAWN TRANSFER STATION 565 Waibel Road Port Deposit, MD 410-658-6646	ONCE EVERY TWO MONTHS & ON CALL	N/A	200 EVERY 2 MONTHS
STEMMERS RUN TRANSFER STATION 45 Stemmers Run Road Earleville, MD 410-275-2794	ONCE EVERY THREE MONTHS & ON CALL	N/A	200 EVERY 3 MONTHS

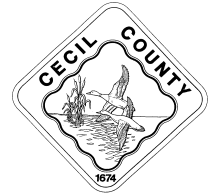
- Call each facility prior to scheduled pickup in order to provide adequate numbers of containers at each facility.
- Respond within two business days when called for an unscheduled pickup of materials.
- Provide DOT rated 16 gallon Sharps Containers(s).
- When Sharps containers are full, document, transport, treat and dispose each container.
- Assume all environmental responsibilities for the materials collected.
- Observe all federal, state, and local laws pertaining to the collection, transportation, and processing of fluorescent lamps and sharps.
- Provide a detailed invoice with the type and number of lamps collected and the number of sharps containers collected.
- Provide a Certificate of Recycling monthly for each facility that had lamps picked up.
- Recycle all fluorescent lamp materials.

Landfill will:

- Provide adequate storage capacity to store the lamps between scheduled pick-ups.
- Contact the vendor if unscheduled pick-ups are needed.



Cecil County Government
200 Chesapeake Blvd
Elkton, MD 21921



Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Government, its elected and appointed officials, employees and volunteers, and others working on behalf of Cecil County Government, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Bid 11-04; “Fluorescent Lamp Recycling and Sharps Disposal”**, except that the Organization shall not be responsible to Cecil County Government on indemnity for damages caused by or resulting from Cecil County Government's sole negligence; and the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: _____

Authorized Signature: _____

Address of Organization: _____

Phone: _____ Date: _____

Return this letter with Bid Package

CONTRACTOR BID CHECKLIST

The following is a checklist to assist the contractor in verifying all required information is provided at the Bid Opening. It remains the contractor's responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the bid proposal. No proposals will be accepted after the designated bid opening time.

1. Completion of Certification of Bidder's Qualifications (CBQ-1) and attached applicable copies of required license and proof of Maryland Qualification and/or Registration.
2. Bid package labeled properly for identification.
3. Indemnity/Hold Harmless Agreement must be signed and provided at bid opening.
4. Information substantiating Local Preference.
5. Completion of Cost Sheet.
6. Product information enclosed, including warranty information.