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**REQUEST FOR PROPOSALS**  
**RFP NO. 05-2018**  
**HOUSEHOLD HAZARDOUS WASTE AND RELATED SERVICES**

**OPENING: AUGUST 30, 2017 AT 11:00 A.M.**  
**PRE-PROPOSAL CONFERENCE: AUGUST 10, 2017 AT 2:00 P.M.**

**BUYER: Robert Bowins, Senior Buyer**  
**PHONE: 410-313-6375 ▪ EMAIL: [rbowins@howardcountymd.gov](mailto:rbowins@howardcountymd.gov)**

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**HOWARD COUNTY, MARYLAND**

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**OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046  
[www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)



*Formal RFPs and RFP Results are available on our website*

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY  
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

## SECTION A

## KEY INFORMATION SUMMARY

<b>RFP Number:</b>	05-2018
<b>RFP Name:</b>	Household Hazardous and Related Waste Services
<b>Issue Date:</b>	August 03, 2017
<b>Buyer:</b>	Robert Bowins, Senior Buyer
<b>Pre-Proposal Date:</b>	August 10, 2017 at 2:00 P.M.
<b>Pre-Proposal Location and Registration:</b>	Howard County, Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046. Please register by contacting Heather Streib at 1-410-313-6370 and hstreib@howardcountymd.gov.
<b>Questions Due and to Whom:</b>	Questions due no later than 4:00 p.m. on August 15, 2017 Submit questions to: Robert Bowins at <a href="mailto:rbowins@howardcountymd.gov">rbowins@howardcountymd.gov</a> Questions must be submitted to the Buyer at the email address listed above.
<b>Proposal Due:</b>	August 30, 2017 PRIOR TO 11:00 A.M. EST
<b>Mail/Deliver Proposals to the Issuing Office:</b>	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370  <b>PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.</b>
<b>Agreement Term:</b>	One year and nine additional one-year renewal options
<b>Bid Deposit/ Performance Bond:</b>	N/A
<b>EBO Subcontracting Participation:</b>	Yes, our goal is 10%

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

**IMPORTANT NOTICE REGARDING ADDENDA**

**Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations.**

[www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)

**SECTION B****PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
  - 6.1 Contractor's name;
  - 6.2 Address;
  - 6.3 Federal tax identification number;
  - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXX);
  - 6.5 Purchase Order number (the first digit is 2XXXXXXXX);
  - 6.6 Contract line number, if applicable;
  - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
  - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
  - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
  - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

**SECTION C**  
**GENERAL CONDITIONS**

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Buyer – The County’s Purchasing Representative for the resulting Agreement
- 1.4 Agreement – The Request for Proposal documents and any addenda, the Contractor’s response to this solicitation, and subsequent Purchase Orders
- 1.5 County – Howard County, Maryland
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.7 Contractor – Any offeror; most often the successful offeror
- 1.8 Designee – Specifically appointed alternate signatory or decision maker
- 1.9 Equal Business Opportunity (EBO) – The County’s minority business enterprise program
- 1.10 Issuing Office – The Howard County Office of Purchasing
- 1.11 Offeror – Any entity that submits a response to this solicitation
- 1.12 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.15 Solicitation – The Request for Proposal
- 1.16 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent’s or Designee’s reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.

- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.

### 3 COMPETITION:

The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.

A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.

- 4 PERIOD OF VALIDITY: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.

### 5 DELIVERY:

- 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
- 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.

### 6 GOVERNING LAW:

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 6.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

- 7 PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
- 8 DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 9 AUTHORITY: Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 10 CASH DISCOUNTS: If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 UNIT PRICES: Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 PATENTS: If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 AVAILABILITY OF FUNDS: The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 INTEGRATION AND MODIFICATION: This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written

consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

18 AGREEMENT:

18.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's Agreement may result in rejection of the proposal.

18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor.

19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

19.1 The County operates under a public information law, which permits access to most records and documents.

19.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

20 COOPERATIVE PURCHASE:

20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.

20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

21 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

22 AWARD NOTIFICATION:

22.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.

22.2 The awarded Contractor(s) will be required to return an Insurance Certificate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement\*, and a Maryland Registration Certificate of Good Standing.

**\* As Offerors have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

23 TERMINATION:

23.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

## SECTION D

### SPECIFICATIONS

#### 1 STATEMENT OF WORK:

Howard County, Maryland, (the “County”), seeks a hazardous waste firm (the “Contractor”), to furnish services relating to the collection and disposal of hazardous wastes. These services include conducting Household Hazardous Waste (HHW) collection days for County residents, sampling, lab analysis, collection, packaging, handling, consolidation, labeling, manifesting, transportation, storage, disposal and other incidentals as required. In addition, these services shall be provided to County agencies and the Alpha Ridge Landfill Transfer Station located at 2350 Marriottsville Road, in Marriottsville, Maryland as the need arises.

#### 2 PRE-PROPOSAL CONFERENCE:

- 2.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 to discuss objectives and answer questions relating to this solicitation. Contractor’s attendance is not required but is strongly encouraged.
- 2.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 2.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Heather Streib [hstreib@howardcountymd.gov](mailto:hstreib@howardcountymd.gov) and referencing this solicitation and number.
- 2.4 If there is a need for language interpretation and/or other special accommodations, please advise Heather Streib [hstreib@howardcountymd.gov](mailto:hstreib@howardcountymd.gov) so that reasonable efforts may be made to provide special accommodations.

#### 3 SITE VISIT: Each Contractor shall completely satisfy themselves as to the exact nature and existing conditions of the HHW facility and requirements of the specifications for extent and quality of the work to be performed. Failure to do so shall not relieve the Contractor of its obligation to carry out the provisions of the Agreement.

#### 4 INQUIRIES AND ADDENDA:

- 4.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than 10 days prior to the bid opening.
- 4.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor’s responsibility to visit the Office of Purchasing website at [www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing) to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Cover Page.

#### 5 CONTRACTOR’S QUALIFICATIONS:

- 5.1 Contractors must be engaged in HHW services and must have been actively engaged in HHW services for a period of no less than five years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least five years of demonstrated experience of reliability and meets the criteria set forth herein.
- 5.2 The Contractor shall have provided service for household hazardous waste programs for a minimum of 3 public agencies within the last 5 years. These programs shall be equivalent in size and in specifications to the County program.

- 5.3 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Agreement.
- 5.4 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the award. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.
- 5.5 The Contractor shall own and operate all vehicles used for the transport of household hazardous waste from the Alpha Ridge Landfill collection site or hazardous waste from other County facilities. Contractors shall own and operate all transfer and interim storage facilities receiving HHW from the Alpha Ridge Landfill collection site. The Contractor shall operate and own the final disposal facilities used to process, recycle, fuel blend, incinerate, or landfill a minimum of 60% of the waste transported from the County. This minimum percentage of ownership must be maintained throughout the term of the contract. This percentage will be determined by dividing the estimated total annual volume of wastes for waste categories identified in the proposal as being delivered to Contractor-owned disposal facilities, by the total annual volume of wastes for all waste categories identified in the proposal.
- 5.6 Contractor shall also meet all necessary qualification requirements detailed in the Technical Specifications sections of this solicitation.

## 6 BACKGROUND CHECKS AND INVESTIGATIONS

- 6.1 If a Contractors' employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
- 6.2 The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.
- 6.3 The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.
- 6.4 The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
- 6.5 The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
- 6.6 The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception.

- 7 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about January 1, 2018 after approval and proper execution of the Agreement documents, with a renewal option for nine (9) additional years in one-year increments, exercisable at the sole discretion of the County.
- 8 ESTIMATED ANNUAL CONTRACT VALUE: The estimated annual contract value group for this contract is E as defined by the schedule below:
- A - \$30,000 to \$75,000
  - B - \$75,001 to \$100,000
  - C - \$100,001 to \$250,000
  - D - 250,001 to \$500,000
  - E - \$500,001 to \$1,000,000**
  - F - Over \$1,000,000
- 9 PRICE ADJUSTMENT:
- 9.1 Prices offered shall be firm against any increase for two (2) years from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 9.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
- 9.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 9.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 10 EXCLUSIVITY:
- 10.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 10.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.
- 11 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. Please see Attachment 1 for drum quantities, profile type, and collection location for calendar year 2016.
- 12 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 12.1 Commercial General Liability Insurance: Combined Single Liability limits of \$5,000,000 each occurrence and \$5,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.

Contractual Liability, including Subcontractors

Personal Injury  
 Products and Completed Operations  
 Broad Form Property Damage  
 Advertising Injury  
 Fire Legal Liability

- 12.1.1 MCS-90 Truckers/Haulers Insurance with liability limits of at least \$5,000,000 combined single limit per occurrence. Such policy must contain endorsements to include:
- Hired and Non-Owned Vehicles  
 Environmental impairment liability arising out of the transportation of HHW and other hazardous wastes
- 12.2 Pollution Liability insurance with policy limits of \$5,000,000 per occurrence. A combination of primary and excess coverage is acceptable, provided that there are no pollution exclusions in either policy. The Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of five years after termination of this contract. If on a "claims made" basis, the retroactive date must be effective prior to the inception of the work under this contract.
- 12.3 Prior approval for deductibles higher than \$50,000 for the liability policies shall be obtained from the County.
- 12.4 Pollution Liability insurance acceptable to the County shall be maintained by each hazardous waste treatment, recycling and disposal facility not covered by the insurance described in Section 12.2. Policy limits shall be set at a minimum of \$5,000,000 per occurrence.
- 12.5 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 12.6 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 12.7 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days' prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured must be shown on the certificate.
- 12.8 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 12.9 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 12.10 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.
- 13 METHOD OF ORDERING:
- 13.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.

- 13.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

14 EVALUATION OF OFFERS:

- 14.1 The County intends to make award to the responsible Contractor whose proposal represents the best value to the County. Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions.
- 14.2 The first phase will be evaluated based on the following criteria listed in order of importance:
- 14.2.1 The qualifications, experience, and training of the members of the Contractor's project team in performing the type of work requested by the County, emphasizing experience performing the same type of services for governmental agencies and public bodies. Members of the project team include individuals who shall be responsible for the day-to-day work activities.
- 14.2.2 The quality of the Contractor's submitted preliminary work plan demonstrating the overall understanding and approach to the work to be performed.
- 14.2.3 The location and adequacy of facilities owned by the Contractor and facilities to be utilized by the Contractor, including but not limited to consideration of the status of licenses/permits and history/status of compliance with applicable laws and regulations.
- 14.2.4 The amount and percentage of waste processed, recycled, fuel blended, incinerated, or landfilled at final disposal facilities operated and owned by the Contractor.
- 14.2.5 The Contractor's demonstrated ability to respond to requests for emergency services within 2 hours of notification.
- 14.2.6 Identification of risks associated with the program and ways to reduce, mitigate, or eliminate those risks.
- 14.2.7 Completeness and thoroughness of the Health and Safety Plan.
- 14.2.8 The Contractor's adherence to the requirements of the specifications for preparing the proposal.
- 14.2.9 Additional conditions, exceptions, or surcharges the Contractor requires.
- 14.2.10 Completeness of proposal.
- 14.2.11 Price
- 14.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions. The project team key member(s) may be required to interview, if necessary for additional clarification is required regarding expertise.
- 14.4 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 14.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.

- 14.6 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

15 WORK SCHEDULE:

- 15.1 The Contractor shall collect HHW from residents every Saturday from 8:00 a.m. to 4:00 p.m. from the first Saturday in April to the last Saturday in November. In addition, collections are required for the first Saturday in January, February and March. The County reserves the right to adjust the days, hours of operation and frequency of collections at any time with 14 days' notice.
- 15.2 The date of the first HHW collection day to be held under the contract is Saturday, January 6, 2018 and all provisions of the contract shall apply.
- 15.3 The scheduling of waste collections and emergency services for the Alpha Ridge Landfill Transfer Station and for other County facilities will vary as needed. If for any reason the Contractor no longer meets the requirements of these specifications including provisions related to insurance coverage, licensing/ permits or compliance with applicable laws or regulations, the County will not be obligated to further utilize the services of the Contractor for future collection days.

16 BILLING AND PAYMENT:

- 16.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Howard County DPW - Bureau of Environmental Services, 6751 Columbia Gateway Drive, Suite 514, Columbia, MD 21046. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
- 16.2 Each invoice shall include the following information:
- 16.2.1 Contractor's name;
  - 16.2.2 Address;
  - 16.2.3 Federal tax identification number;
  - 16.2.4 Contract number, if applicable (i.e., 44XXXXXXXXXX);
  - 16.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
  - 16.2.6 Contract line number;
  - 16.2.7 Unit price and extended price (unit price must match a contract line); and
  - 16.2.8 Description of goods provided and/or services performed.
- 16.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 16.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 16.5 Delivery tickets issued by Acceptance Facility for the delivered waste shall accompany the invoice.
- 16.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 16.7 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 16.8 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.

- 16.9 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

17 TECHNICAL SPECIFICATIONS:

- 17.1 The Contractor shall be required to conduct HHW collection days at the permanent Alpha Ridge Landfill HHW facility. Please see Attachment 2 for site layout. On collection day(s) the Contractor shall be responsible for setting up and preparing the site, and for receiving, screening, handling, packaging, and short-term storage of HHW. Collected HHW shall be disposed of at a properly permitted hazardous waste disposal facility, approved by the County as specified in 17.5.3. The Contractor shall keep accurate records of materials received during each collection day and is responsible for completing all pertinent legal documentation including, but not limited to, the Uniform Hazardous Waste Manifest and D.O.T. shipping papers. Official signed copies of all collection records shall be provided to the County. The Contractor shall manifest all HHW being removed from the Alpha Ridge Landfill. Once the material has been received at its final destination and has been properly landfilled, incinerated, fuel blended, or recycled, a Disposal Manifest or Certificate of Destruction shall be issued and mailed to the County.
- 17.1.1 Typical types of HHW which are expected to be received at the collection site include, but are not limited to, pesticides, paint thinner, automotive wastes/ fluids, spent/contaminated solvents, paints, herbicides, insecticides, wood preservatives, acids, pool chemicals, gasoline, kerosene, fluorescent light tubes, polishes, waxes, strippers, household batteries, and other household types of hazardous waste.
- 17.1.2 Typical types of hazardous wastes collected at other County sites and facilities may include fuels mixed with water, paint, degreaser, kerosene, oils, rags and fluorescent bulbs.
- 17.1.3 For hazardous waste related services such as fuel storage tanks, the Contractor shall be responsible for sampling, washing, and draining of contents.
- 17.1.4 The Contractor shall be responsible for the safety of the site workers while performing these services. A specific health and safety plan shall be prepared for each service provided by the Contractor.
- 17.2 The Contractor must follow and obey all regulations, rules and direction given by personnel at the landfill and will be courteous when interacting with the public and County personnel. Please adhere to the current sanitary landfill usage rules, please see Attachment 3. County personnel shall have access to the collection site and may provide assistance with interacting with the public. Personnel from the Department of Public Works and the Department of Fire and Rescue Services with appropriate training and certification may make unannounced inspections of the HHW collection facility including waste sampling, bulking, and packaging areas.
- 17.3 A fully qualified work force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services. These workers shall be thoroughly trained and instructed as to required duties and methods of performance. All personnel shall receive close and continuing first line supervision. Currently, a staff of 7 contractor employees work the site on each collection day.
- 17.4 The County shall recommend action to be taken by the Contractor and may require the Contractor to remove any unacceptable employee who is wanton, negligent, or discourteous in performance of duties as outlined in the contract.
- 17.5 Tasks to be performed: The Contractor is required to provide sufficient personnel and supplies to perform the tasks specified below. The County requires that all tasks be performed in a timely manner so that each resident is served immediately upon their arrival at the collection site. County employees may monitor Contractor compliance with this standard. The Contractor shall be

required to provide sufficient personnel to maintain this standard for all collection days. Staffing requirements can be adjusted with prior approval of the County Project Manager.

17.5.1 Preparation, Mobilization, Planning:

- 17.5.1.1 The Contractor shall prepare a Health and Safety Plan addressing all aspects of collection site operations. The plan shall be submitted pursuant to Section 17.5.4.1
- 17.5.1.2 The Contractor shall meet with designated County personnel including representatives of the Departments of Police and Fire and Rescue Services the week of January 1 to January 5, 2018 prior to the first scheduled collection day to discuss involvement of these Departments with site operations including emergency response needs for possible situations such as delivery of explosives, ammunition, and radioactive wastes. The Contractor shall assist Police and Fire and Rescue personnel to devise procedures for responding to accidents at the facility. The Contractor shall develop written emergency response procedures, which shall be included in the Health and Safety Plan. The Contractor shall also provide contingency procedures for handling excluded wastes including explosives, ammunition, biologically active materials, PCB waste, dioxin, compressed gas cylinders, and radioactive wastes. These procedures shall be included in the Health and Safety Plan.
- 17.5.1.3 The Contractor shall inspect the site with County staff at least 6 weeks prior to the first collection event for the first and each succeeding year.
- 17.5.1.4 The Contractor shall develop written acceptance/screening/ handling procedures for wastes that are removed from resident's vehicles. The acceptance/screening/handling procedures shall be included in the Health and Safety Plan. The procedures shall identify screening, collection, handling, and packaging area locations and related safety measures and equipment. The Contractor shall prepare spill/release procedures that address collection day spills/releases on landfill property and cleanup of spills/releases in the HHW storage building. The Contractor shall check all waste to ensure it was not generated by a commercial business, and include rejection procedures if the waste was generated by a business. These procedures shall be included in the Health and Safety Plan.
- 17.5.1.5 Events shall be held in all but extreme weather conditions. The County's Project Manager or designee, with consultation from the Contractor, shall determine if an event shall be canceled due to weather conditions. All site preparations shall be completed prior to the designated start time for each collection event. The Contractor shall hold a brief safety meeting with all Contractor and County staff who will be working at or near the collection site prior to each collection day. The Contractor shall provide and set up tables on which waste is to be kept prior to packaging. The screening and collection areas shall be a safe distance from the packaging/storage area and shall be approved by the County. An eyewash, shower, and ABC dry chemical type fire extinguisher shall be provided permanently by the County at the site. The Contractor may provide their own safety facilities at the site at no additional cost to the County. Sanitary facilities will be available for use by Contractor personnel. The Contractor shall be responsible for providing and setting up all other equipment and supplies needed for each collection event, including but not limited to:

- 17.5.1.5.1 Personal protective garments and equipment as required by OSHA and all other relevant Federal and State regulations for employees working with the above listed materials.
  - 17.5.1.5.2 All personal protection and fire prevention equipment as required by OSHA and all other relevant Federal and State regulations.
  - 17.5.1.5.3 Sufficient equipment and supplies to contain and clean all spills and to prevent migration of spilled materials off-site.
  - 17.5.1.5.4 Sufficient containers and equipment for the secure storage on site and transport of collected materials off site. These containers shall be compatible with the materials stored within.
  - 17.5.1.5.5 A removable impervious tarpaulin sufficient in size to cover pavement where HHW is handled.
  - 17.5.1.5.6 Trucks capable of removing all wastes from the collection site. All trucks carrying wastes shall be signed by the Contractor to indicated their contents and shall be licensed for hazardous waste transport in accordance with all Federal and State laws and requirements.
- 17.5.1.6 The County will be responsible for publicizing the collection days. Wastes which will be advertised as excluded from the collection days are: explosives, ammunition, biologically active material, PCB waste, dioxin, compressed gas cylinders, controlled substances and radioactive wastes. However, these wastes will be accepted in accordance with the emergency response and contingency procedures if delivered to the site.
- 17.5.2 Screening, Collection, Identification, Packaging, Storage, Shipping, and Documentation:
- 17.5.2.1 Waste Screening and Collection: During the screening process, County staff may survey participants to gather pertinent resident information and to distribute educational materials. Businesses are not to be included in the collection day program, and wastes from businesses shall not be accepted. Wastes shall only be accepted from Howard County residents. Participants will drive up to the unloading area directly in front of the facility. The Contractor shall interview residents about materials delivered for disposal. If the participant has any unlabeled waste or wastes not in their original containers, the Contractor shall attempt to determine the identity of the waste from the participant. The Contractor shall provide an estimated number of participants for each event.
  - 17.5.2.2 Contractor personnel shall unload the wastes from vehicles, if it is requested by the resident. Only properly trained Contractor staff is to handle received HHW.
    - 17.5.2.2.1 A non-hazardous waste receptacle (currently a hinged 40-yard roll-off container) to accommodate discarded non-hazardous containers and used supplies from the collection day will be supplied by the County.

- 17.5.2.3 The Contractor will not ship for recycling or disposal the following items, unless otherwise instructed by the County's Project Manager or designee: lead acid batteries, motor oil, antifreeze, light colored latex paint, and propane tanks. The County reserves the right to designate additional items in the future. The Contractor will direct residents to the proper Residents Convenience Center disposal locations for these items or separately segregate these items for the landfill personnel to handle as directed by the County's Project Manager or designee. The Contractor will not receive additional compensation for segregating these items. The Contractor shall keep a log, in a format acceptable to the County, documenting when a County designated employee instructs the Contractor to ship and dispose of any of the aforementioned items and the reason for this instruction (example - contaminated). The log shall include the following: description of the item to be shipped (including quantity), County designated employee requesting shipment, date of request, and date item is removed from landfill. The County will pay for shipment and disposal of the above items only if properly documented on the log and approved by the County's Project Manager or designee.
- 17.5.2.3.1 The Contractor shall separate latex paint for bulking by County employees or collection by another contractor when requested by the County.
- 17.5.2.4 The Contractor shall immediately clean up and prepare for removal of all spilled materials and broken containers resulting from resident or Contractor accidents. The Contractor shall bear the cost for clean-up of spilled materials.
- 17.5.2.5 Waste Identification: The Contractor shall provide chemists and/or other qualified persons to identify each waste material, for required documentation and, where necessary, to analyze material on-site. The intent of this effort shall be to obtain sufficient information to allow proper handling, packaging, record keeping and storing or removal of all collected HHW and hazardous waste at other County facilities.
- 17.5.2.6 Packaging: Once the waste has been appropriately identified, the Contractor shall remove it immediately from the screening/collection areas to a separate packaging area such that waste does not accumulate in an area where participants may be located. Waste shall be segregated according to Hazard Class and ability to be bulked, then lab packed or bulked in containers approved by State and Federal regulations. Each container shall be manifested, labeled, dated, and coded in accordance with all pertinent State and Federal regulations by the Contractor.
- 17.5.2.7 Storage: Packaged waste shall be stored separately away from receiving and collection areas in a secured storage area. At the end of the collection day, any HHW which has not been shipped for interim storage or disposal shall be placed in the HHW storage building or at another approved storage location prior to the Contractor leaving the collection site. The Contractor will be required to use the HHW storage facility or alternate approved storage location at the Alpha Ridge Landfill to store partially filled 55 gallon drums, gay-lord boxes, lab packs or other shipping containers. All containers must be labeled hazardous waste and state the accumulation date. The Contractor shall only ship full containers for disposal unless otherwise approved or requested by the County's Project Manager or designee. All full drums or containers must be removed from the storage building within a time period to ensure that adequate storage capacity is available to store HHW collected during the next scheduled collection day and to meet

State and Federal storage time limits. The Contractor may use an aerosol-bulking device to bulk all aerosol can contents into 55-gallon drums. Prior to shipment, the Contractor shall be responsible for monitoring the HHW stored in the HHW storage building, and for taking corrective measures if the HHW stored fails to conform with applicable laws and regulations governing storage of hazardous waste. The HHW storage building will capture materials that may leak from drums or other containers. The Contractor shall be responsible for draining and disposing of captured leaked materials. Waste shall ultimately be disposed at properly permitted and County approved hazardous waste disposal facilities. Prior to each collection day, the Contractor shall inspect the HHW storage facility and record the conditions in a format approved by the County's Project Manager or designee. This record shall remain in the HHW building.

- 17.5.2.8 Shipping: Properly packaged hazardous waste shall be shipped to permitted Hazardous Waste interim storage facilities, transfer facilities, or disposal sites in accordance with all applicable DOT and other State and Federal transportation regulations. The Contractor shall not utilize sub-Contractors for the hauling/shipment of the collected HHW. Interim storage and transfer facilities shall be owned and operated by the Contractor.
- 17.5.2.9 In coordination with the emergency response activities of local public safety officials, the Contractor shall be responsible for cleanup and materials disposal associated with any spills or other accidents occurring during transport of HHW materials. The Contractor shall bear the cost for all clean up and materials disposal associated with any spills or other accident occurring during transport of HHW materials.
- 17.5.2.10 The Contractor shall provide the original copies of each hazardous waste manifest, signed by the Contractor and the County, at the time the waste is removed from the landfill. The Contractor shall provide other County approved documents for which completion is required prior to the time of waste shipment (container content sheets, etc.). The Contractor shall provide the copy of the manifest which was originally signed by the Contractor and the County, signed and dated by the receiving agent, when the HHW is received at a transfer, storage or disposal facility. For HHW, which is consolidated or re-manifested prior to shipment to a disposal facility, the Contractor shall provide a manifest signed by the receiving disposal facility which references the specific container number(s) disposed at the facility. The Contractor shall also provide other County approved documents (cross reference sheets, etc.) which allow the County to easily track the destination of each container shipped. Manifests and cross reference sheets shall be provided within 2 weeks of waste delivery to receiving and disposal facilities. A signed Certificate of Destruction or other form of waste destruction documentation acceptable to the County must be provided to the County by the Contractor within 4 weeks of the date of waste disposal. Failure to provide these documents within the time frames specified may be considered grounds for contract default. The Contractor shall provide the appropriate manifest copies to State agencies as required.

17.5.3 Disposal:

- 17.5.3.1 Only disposal facilities approved by the County shall be utilized by the Contractor. The County's preferred methods of disposal for the hazardous waste collected shall be fuels blending, incineration, treatment, and recycling. Landfilling is acceptable only for waste categories for which landfilling is identified as the disposal method in Bid Document F.
- 17.5.3.2 The Contractor shall insure that documentation of disposal facility permits, licenses and facility records of environmental violations or noncompliance are accurate and kept up to date. Copies of all such documentation shall be provided to the County upon request.
- 17.5.3.3 The Contractor shall at least once every six months (by January 1 and July 1) contact each disposal facility previously approved by the County to determine the status of licenses and permits and to determine if any compliance or enforcement documents (inspection reports, warning notices, violation notices, citations, etc.) have been issued since the previous contact. A letter documenting the results of these contacts shall be forwarded to the County's Project Manager or designee within 14 days after the above dates. Any change in a disposal facility's permit/license status or compliance record shall be immediately reported in writing to the County's Project Manager or designee.
- 17.5.3.4 The County may disapprove use of a disposal facility based on a change in the facility's permit/licensing status, compliance record, financial status, or as a result of a County audit. If the County disapproves use of a disposal facility, the Contractor shall identify a replacement facility for approval by the County. Prior to facility approval the Contractor shall supply the County, upon request, with the documents and information described in Specifications Section E 2.3 for the proposed replacement disposal facility. Failure of the Contractor to propose a replacement facility acceptable to the County may be grounds for contract termination at the discretion of the County.

17.5.4 Deliverables:

- 17.5.4.1 At least four weeks prior to the first collection day, the Contractor shall provide to the County's Project Manager or designee or designee three copies of a draft Health and Safety Plan. The plan shall replace the Preliminary Work Plan submitted with the Technical Proposal. The Plan shall be subject to County review and approval. The Plan shall contain detailed descriptions of all tasks to be performed and items to be delivered. The Plan shall include the emergency response procedures, spill/release procedures, excluded waste handling contingency procedures and acceptance/screening/handling procedures.

The draft Plan shall be delivered to the County's Project Manager or designee at the following address:

Howard County Department of Public Works  
 Bureau of Environmental Services  
 6751 Gateway Drive, Suite 514  
 Columbia, MD 21046

- 17.5.4.2 Three copies of the finalized Health and Safety Plan shall be submitted to the County's Project Manager or designee or designee at least 1 week prior to the first collection day. The plan will be used by the County to track the project, and does not relieve the Contractor of any responsibilities in performing the contracted services. If the plan is

- proposed for revision, three additional copies of the revised plan shall be provided to the County's Project Manager or designee by the Contractor for County review and approval.
- 17.5.4.3 The Contractor shall provide all shipping, handling, and disposal documentation as specified in section 17.5.2.10.
- 17.5.4.4 The Contractor shall verbally notify the County's Project Manager or designee of any problems encountered (other than spills) during each collection day within 24 hours after the incident. The Contractor shall provide a written report of said problem within seven working days of the incident. The Contractor shall verbally notify the County's Project Manager or designee of any leaks or spills in the HHW storage building, or any spills at the collection site, immediately after its identification or occurrence. Written notification shall be provided within 24 hours. The County shall be responsible for notifying State and Federal agencies of any reportable spilled materials.
- 17.5.4.5 The Contractor shall provide documentation of the status of all State and Federal permits required to carry out the services described herein as required by Section 17.5.3.3. It is the responsibility of the Contractor to obtain or verify the issuance of such permits, including the permits to operate any hazardous waste storage and/or disposal facilities used for this service, except for the HHW site storage building. The Contractor shall provide documentation of all compliance and enforcement actions as required by Section 17.5.3.3.
- 17.5.4.6 The Contractor shall be obligated to provide required services and to conduct operations as described in the Health and Safety Plan and in these specifications. Any proposed deviation from the methods detailed in the plan and specifications shall be submitted, in writing, to the County Project Manager for prior approval.
- 17.5.5 The Contractor shall restore the HHW collection site to its original condition. Prior to leaving the collection site, the Contractor shall inspect the site with the County's Project Manager or designee to ensure that the site has been restored to its original condition.
- 17.6 The Contractor shall provide hazardous waste collection and disposal services for the Alpha Ridge Landfill Transfer Station, and to other County agencies and facilities as the need arises.
- 17.6.1 Upon being notified by the County's Project Manager or designee the Contractor will investigate the County site within the timeframe specified by the County's Project Manager or designee to determine any environmental or safety hazards the waste may pose and to determine handling and packaging needs. If needed, an analysis will be performed to determine the waste's identity.
- 17.6.2 Once the lab analysis is complete, the Contractor will prepare a cost estimate to complete the required work and submit the estimate to the County's Project Manager or designee for review and approval. The cost estimate provided by the Contractor shall cover all related costs including but not limited to packaging, waste collection, transportation, storage, labor, lab analysis, overhead, profit, supplies, equipment, travel, all documentation, and disposal. The price shall be based on the Container Services Unit Prices Section F, Part A and collection Hourly Price Per Worker Section F, Part B. As part of the cost estimate, the Contractor will recommend a disposal facility and disposal method for which the County's Project Manager or designee will give final approval. Once approved, the Contractor will schedule a collection date with the County's Project Manager or designee.

- 17.6.3 All specifications requirements applicable to the collection and disposal of HHW, including those related to packaging, storage, shipping, documentation and disposal, shall apply to waste collection from other County agencies and facilities.
- 17.7 The Contractor shall provide emergency hazardous waste clean-up, collection and disposal services for the Alpha Ridge Landfill, Alpha Ridge Landfill Transfer Station, and other County facilities as directed by the County's Project Manager or designee.
- 17.7.1 Upon being notified by the County's Project Manager or designee of an emergency collection or clean-up need, the Contractor shall respond to the incident location and be prepared to perform related duties within 2 hours of notification. The Contractor shall:
- 17.7.1.1 Contain any leaks or spills and mark the area as necessary to keep the general public away from the area.
- 17.7.1.2 Recommend safety procedures for County staff to follow and implement.
- 17.7.1.3 Perform on-site analysis to determine wastes identity, and collection, packaging and disposal requirements.
- 17.7.1.4 Once the waste is identified, the Contractor shall collect the waste using appropriate containers (drums, lined gay lord boxes, etc.) in a timely fashion and have the waste readied for transport. Costs for providing this service shall be reimbursed based on the Hourly Price Per Worker, Section F, Part D.
- 17.7.2 Packaged wastes shall be immediately transported from the incident location for storage at the Contractor's storage facility unless an alternate timeframe is approved by the County's Project Manager or designee.
- 17.7.3 If a laboratory analysis is required prior to waste disposal, the Contractor will notify the County's Project Manager or designee within 7 days to quote a per container price. The per container price shall be based, to the extent possible, on the Container Services Unit Prices provided in Section F, Part A, and shall include all costs as enumerated in Section 17.6.2.
- 17.7.4 The County's Project Manager, or designee, shall approve the method of disposal and the disposal facility for the waste. All specification requirements applicable to the transport and disposal of HHW, including those related to storage, shipping, documentation, and disposal shall apply to emergency services provided by the Contractor.
- 18 PROJECT MANAGER: All project management will be coordinated by Alan Wilcom, Bureau of Environmental Services (410) 313-6433 or designee. The Contractor shall designate in the proposal a project manager and phone number, and all coordination between Howard County and the Contractor shall be the responsibility of the project manager.

## SECTION E

### SUBMISSION REQUIREMENTS

- 1 INSTRUCTIONS:
- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.
  - 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
  - 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
  - 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
  - 1.5 The Foreign Services Disclosure Form must accompany proposal for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
  - 1.6 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site ([www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing)).
  - 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.
- 2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and five (5) copies of the complete proposal, to the Issuing Office prior to the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:
- 2.1 Technical Submittal
    - 2.1.1 Section F, (Technical Proposal Pages)
    - 2.1.2 Section F, (Contractor's Qualification Information)
    - 2.1.3 Section G, (Affidavit)
    - 2.1.4 Any exceptions the Contractor may take (on Company letterhead)
    - 2.1.5 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:
  - 2.2 Technical Proposal – the technical proposal shall contain the following information:

- 2.2.1 Name of firm submitting proposal; main office address; parent company (if any); when organized; if a corporation, when and where incorporated.
- 2.2.2 A preliminary work plan demonstrating the Contractor's understanding of the service to be provided and technical approach. The Contractor shall address separately in and in detail each item of the tasks to be performed, as specified in Section D, 17.5. The preliminary work plan shall include a description of:
- 2.2.2.1 Pre-start up planning and preparation including development of a Health and Safety Plan, and meetings and coordination with emergency response personnel (County Police Department and Fire & Rescue Services).
- 2.2.2.2 A proposed site-specific layout of any Contractor provided structures and equipment (tents, tables, etc.) at the collection site, and a list of material and equipment to be used.
- 2.2.2.3 On-site safety procedures and precautions including methods of handling spills/releases, and provisions for handling excluded wastes in the event they are delivered.
- 2.2.2.4 HHW screening, collection, and handling procedures including methods the Contractor will use to collect material from County residents who ask for or require assistance
- 2.2.2.5 HHW identification, classification, and packaging methods and procedures.
- 2.2.2.6 HHW storage and shipping methods and procedures. The Contractor shall provide sample copies of all forms and reports (container content sheets, cross reference sheets, certifications of destruction, etc.) which will be used to track HHW drums and other containers from the County collection sites to the final disposal location. The Contractor shall describe how these forms will be completed and used to track each container and provide the County with a clear record documenting disposal or destruction.
- 2.2.2.7 Emergency response, collection, and clean-up procedures for handling wastes at County facilities and wastes delivered to the Alpha Ridge Landfill Transfer Station. The procedures shall demonstrate the Contractor's ability to respond within two hours after notification.
- 2.2.2.8 Procedures for responding to hazardous waste clean-up collection, and services for other County facilities.
- 2.3 Transfer, Storage, and Disposal Facilities: Contractors shall identify the interim storage, transfer (other than the landfill HHW site storage building), and disposal facilities to be used for the HHW and other hazardous waste collected. The Contractor shall identify the specific waste categories, which shall be delivered to each transfer, storage or disposal facility. Disposal facilities shall be identified for each and every waste category identified as items A.1 through A.54 in Section F, Part A. Only disposal facilities identified in Section F are to be described in the proposal. The Contractor shall provide the following information for each facility to be utilized:
- 2.3.1 The location and address of each facility to be utilized by the Contractor; a description of each facility identifying the facility type and waste categories to be stored and disposed; facility ownership including parent company; and status of State and Federal licenses and permits, including issue and expiration dates. Additionally, contact persons, mailing addresses, email addresses and telephone numbers for each facility to be utilized by the Contractor must be provided.
- 2.3.2 The County, or its designee, reserves the right to inspect and audit the transfer, storage, and disposal facilities and their administrative offices prior to contract award and at any time

during the term of the contract. The County may disapprove use of a storage or disposal facility if, in the opinion of the County, the facility has an unacceptable record of non-compliance with applicable laws and regulations, has an unsatisfactory method of operation or site conditions, or has a financial status which adversely affects its ability to provide adequate waste transfer, storage, or disposal services.

- 2.4 Statement of Qualifications: The Statement of Qualifications shall include a description of organizational and staff experience, and resumes of proposed staff.
- 2.4.1 Organization and Staff Experience: Contractors shall describe their experience to perform the work described in this Request for Proposal. Information about experience shall include direct experience with providing the requested services.
- 2.4.2 Personnel: Full-time and part-time staff, who shall be responsible for directing, supervising, or otherwise managing work performed under this Request for Proposal shall be identified. Resumes shall be submitted demonstrating each person's qualifications, training and experience. Resumes shall list all training and renewal courses completed, including certification issuance and expiration dates. Information shall be submitted which shall show the composition of the on-site work group and each person's qualifications and required training. This section shall include a staff management plan, which describes the Contractor's staff distribution to accomplish this work. The staffing plan shall include an organizational chart, which specifies the chain of command.
- 2.4.3 Documents shall be submitted demonstrating that all personnel engaged in hazardous waste handling, bulking, lab-packing, storage, and transport activities are appropriately trained and licensed in accordance with all Federal and State requirements. Up to date training certificates and renewal certificates shall be provided throughout the contract period.
- 2.5 References: The Contractor shall provide contact persons, addresses, and telephone numbers of 3 public agencies for which the Contractor provided HHW collection day services similar in scope to those described in these specifications within the past three years.
- 2.6 Risk management: Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.
- 2.7 Price Proposal: The price proposal shall provide the Contractor's prices for providing HHW services at the County's Alpha Ridge Landfill, at the Alpha Ridge Landfill Transfer Station, and at other County facilities. The Contractor shall submit a price proposal, reference Section F. Prices shall be provided for all items referenced in Section F. Proposals not containing prices for all items may be rejected. Section F shall not be modified by the Contractor. The Total Proposal Price provided in Section F shall be used for the purpose of comparing proposals only. Payment for services provided shall be in accordance with Section 16.
- 2.7.1 Proposal Worksheet, Part A: The Container Services Unit Prices shall include all costs related to waste packaging; transporting packaged hazardous wastes; interim waste transfer and storage; waste disposal; preparation of all documentation; labor; supplies; waste containers; equipment; incidentals; overhead; profit; and all other expenses incurred. The Contractor shall provide unit prices as requested for each category of waste. Listed for each category of waste is the disposal method to be utilized by the Contractor, which shall be the basis for pricing. The County will make the final determinations of disposal methods to be used with emphasis and preference given to fuels blending, incineration, treatment, and recycling. The County shall also make these determinations for any other categories of waste added to this list as the need arises. For the handling, packaging and disposal of excluded wastes delivered to the Alpha Ridge Landfill or collected from another site, the County will negotiate prices with the Contractor as the need arises.

## 2.8 Price Submittal

- 2.8.1 Section F, (Price Proposal Pages)
- 2.8.2 Section G, (Equal Business Opportunity Participation)
- 2.8.3 Section H, (Environmentally Preferred Product)
- 2.8.4 Section I, (Affidavit)
- 2.8.5 Section J, (Living Wage)

- 3 **ELECTRONIC AND HARD COPIES:** Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information Section C, Paragraph 19, be added to the electronic copy.
- 4 **SAMPLE INVOICE:** Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 16.2.
- 5 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.
- 6 **SITE CONDITIONS:** The submission of a proposal shall be considered representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the solicitation, the entire area to be serviced as described in the solicitation and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished. The Contractor shall also be familiar with all Federal, State, and County laws, all codes and ordinances of the County which in any way affect the performance of the work, or persons engaged or employed in the work, or the materials and equipment used in the work.



**SECTION F**

**TECHNICAL PROPOSAL COVER PAGE**

COMPANY NAME: \_\_\_\_\_

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) \_\_\_\_\_

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County’s Tax Exemption Number is 30001219.

We wish to submit a “NO BID” at this time, but request that our company remain on the Contractors list for future solicitations.

**ACKNOWLEDGEMENT OF ADDENDA:** The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. In addition to acknowledging addenda here, the actual addenda must be signed and returned with the proposal. To check for addenda go to: [www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing).

Number: \_\_\_\_\_ Date: \_\_\_\_\_                      Number: \_\_\_\_\_ Date: \_\_\_\_\_

Number: \_\_\_\_\_ Date: \_\_\_\_\_                      Number: \_\_\_\_\_ Date: \_\_\_\_\_

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**SECTION F****PRICE PROPOSAL COVER PAGE****(Must be submitted separately from the Technical portion of the proposal)**

COMPANY NAME: \_\_\_\_\_

TITLE: Household Hazardous Waste and Related ServicesNIGP CODE/PRODUCT CODE: 926-45 HAZARDOUS MATERIAL AND WASTE SERVICES

Part A. Container Services Unit Prices (for waste packaging, transporting, transfer, storage, and disposal including cost of containers, packing materials, and related expenses):

<b>Item No.</b>	<b>Waste Description/ Waste Drum or Container Capacity/Disposal Method</b>	<b>Unit Price</b>	<b>Estimated Annual Quantity</b>	<b>Extended Price</b>	<b>Disposal Facility Name</b>
A.1	Paint in Cans/Cubic Yard Box/ Incineration or Fuels Blending	\$_____ x	417 =	\$_____	_____
A.2	Bulk Flammable Liquids/55 Gallon Drum/Incineration or Fuels Blending	\$_____ x	144 =	\$_____	_____
A.3	Bulk Flammable Liquids/85 Gallon Drum/Incineration or Fuels Blending	\$_____ x	10 =	\$_____	_____
A.4	Flammable Solids/5 Gallon Drum/Incineration	\$_____ x	9 =	\$_____	_____
A.5	Flammable Solids/30 Gallon Drum/Incineration	\$_____ x	11 =	\$_____	_____
A.6	Flammable Solids/55 Gallon Drum/Incineration	\$_____ x	49 =	\$_____	_____
A.7	Flammable Aerosols (In Can)/5 Gallon Drum/Incineration	\$_____ x	17 =	\$_____	_____
A.8	Flammable Aerosols (In Can)/30 Gallon Drum/Incineration	\$_____ x	20 =	\$_____	_____
A.9	Flammable Aerosols (In Can)/55 Gallon Drum/ Incineration	\$_____ x	159 =	\$_____	_____
A.10	Pesticide Aerosols (In Can)/55 Gallon Drum/ Incineration	\$_____ x	26 =	\$_____	_____
A.11	Solid Fertilizer/55 Gallon Drum/ Landfill	\$_____ x	102 =	\$_____	_____

<b>Item No.</b>	<b>Waste Description/ Waste Drum or Container Capacity/Disposal Method</b>	<b>Unit Price</b>	<b>Estimated Annual Quantity</b>	<b>Extended Price</b>	<b>Disposal Facility Name</b>
A.12	Solid Pesticides/55 Gallon Drum/ Incineration	\$_____ x	87 =	\$_____	_____
A.13	Alkaline Batteries/30 Gallon Drum/ Recycle	\$_____ x	1 =	\$_____	_____
A.14	NICAD Batteries/30 Gallon Drum/ Recycle	\$_____ x	10 =	\$_____	_____
A.15	Lithium Batteries/5 Gallon Drum/ Mercury Recovery	\$_____ x	1 =	\$_____	_____
A.16	Waste Tar (Petroleum Based)/55 Gallon Drum/Incineration	\$_____ x	1 =	\$_____	_____
A.17	Non-Auto Lead Batteries/30 Gallon Drum/Recycling	\$_____ x	20 =	\$_____	_____
A.18	PCB Containing Waste/ 5 Gallon Drum/ Incineration	\$_____ x	4 =	\$_____	_____
A.19	Acid/30 Gallon Drum/Waste Water Treatment	\$_____ x	3 =	\$_____	_____
A.20	Asbestos Tars/55 Gallon Drum/ Incineration	\$_____ x	5 =	\$_____	_____
A.21	High Intensity Discharge (HID) Bulbs/Pounds/Recycle	\$_____ x	72 =	\$_____	_____
A.22	Waste Tars (Petroleum Based)/Cubic Yard Box/Incineration	\$_____ x	5 =	\$_____	_____
A.23	Compact Fluorescent Light Bulbs/55 Gallon Drum/Recycle	\$_____ x	2 =	\$_____	_____
A.24	Straight Fluorescent Light Tubes/ Pounds/Recycle	\$_____ x	25,820 lbs =	\$_____	_____
A.25	'U' Shaped Fluorescent Light Tubes/Pounds/ Recycle	\$_____ x	1,521 lbs =	\$_____	_____
A.26	Sodium Vapor Light Tubes/Pounds/ Recycle	\$_____ x	100 lbs =	\$_____	_____
A.27	Base Liquid/20 Gallon Drum/Waste Water Treatment	\$_____ x	1 =	\$_____	_____
A.28	Latex Paint/55 Gallon Drum/ Recycle	\$_____ x	1 =	\$_____	_____

Item No.	Waste Description/ Waste Drum or Container Capacity/Disposal Method	Unit Price	Estimated Annual Quantity	Extended Price	Disposal Facility Name
A.29	Tars With Wood Debris/55 Gallon Drum/Incineration	\$_____ x	1 =	\$_____	_____
A.30	Labpack (D.O.T. Code Flammable, Toxic, Or Corrosive)/5 Gallon Drum/ Incineration	\$_____ x	18 =	\$_____	_____
A.31	Labpack (D.O.T. Code Flammable, Toxic, Or Corrosive)/20 Gallon Drum/Incineration	\$_____ x	7 =	\$_____	_____
A.32	Labpack (D.O.T. Code Flammable, Toxic, Or Corrosive)/30 Gallon Drum/Incineration	\$_____ x	6 =	\$_____	_____
A.33	Labpack (D.O.T. Code Flammable, Toxic, Or Corrosive)/55 Gallon Drum/Incineration	\$_____ x	558 =	\$_____	_____
A.34	Labpack Reactive/5 Gallon Drum/ Incineration	\$_____ x	12 =	\$_____	_____
A.35	Labpack Mercury Consolidation/5 Gallon Drum/Incineration Or Recovery	\$_____ x	5 =	\$_____	_____
A.36	Labpack Mercury Consolidation/ 20 Gallon drum/ Incineration Or Recovery	\$_____ x	1 =	\$_____	_____
A.37	Dioxin (Toxic, Flammable, Or Corrosive)/20 Gallon Drum/Incineration	\$_____ x	2 =	\$_____	_____
A.38	Dirt Mixed With Petroleum/55 Gallon Drum/ Incineration	\$_____ x	6 =	\$_____	_____
A.39	Dirt Mixed With Petroleum/Cubic Yard Box/Incineration	\$_____ x	1 =	\$_____	_____
A.40	Dirt Mixed With Petroleum/40 Yard Roll-Off Container Per Ton/Landfill	\$_____ x	1 =	\$_____	_____
A.41	Automotive Grease/20 Gallon Drum/Incineration	\$_____ x	20 =	\$_____	_____

Item No.	Waste Description/ Waste Drum or Container Capacity/Disposal Method	Unit Price	Estimated Annual Quantity	Extended Price	Disposal Facility Name
A.42	Auto Fluids And Absorbents/55 Gallon Drum/ Incineration or Fuels Blending	\$_____ x	10 =	\$_____	_____
A.43	Lead Contaminated Filters/30 Gallon Drum/Landfill	\$_____ x	1 =	\$_____	_____
A.44	Nickel Metal Hydride Batteries/30 Gallon Drum/ Recycle	\$_____ x	2 =	\$_____	_____
A.45	Cadmium Batteries/30 Gallon Drum/Recycle	\$_____ x	1 =	\$_____	_____
A.46	Latex Paint/55 Gallon Drum/Fuels Blending	\$_____ x	1 =	\$_____	_____
A.47	Smoke Detectors/ 5 Gallon Drum/ Incineration	\$_____ x	1 =	\$_____	_____
A.48	Smoke Detectors/ 30 Gallon Drum/ Incineration	\$_____ x	1 =	\$_____	_____
A.49	PCB Containing Waste/ 55 Gallon	\$_____ x	1 =	\$_____	_____
A.50	Lab Pack (Dioxins and Dioxin Precursors)/ 5 Gallon/Incineration	\$_____ x	1 =	\$_____	_____
A.51	Lab Pack (Dioxins and Dioxin Precursors)/ 20 Gallon/Incineration	\$_____ x	2 =	\$_____	_____
A.52	Asbestos Tars/ 55 Gallon Drum/Incineration	\$_____ x	1 =	\$_____	_____
A.53	Lead Bore Patches/5 Gallon Drum/Incineration	\$_____ x	4 =	\$_____	_____
A.54	Lead Bore Patches/30 Gallon Drum/Incineration	\$_____ x	2 =	\$_____	_____
<b>A.55</b>	<b>Total Price</b> (Add Items A.1 Through A.54)			\$_____	

## Part B. Collection Price

Item No.	Description	Hourly Price Per Worker	Number Of Workers	Estimated Hours/Day	No. of Collection Events/Year	Extended Price
B.1	Collection Price	\$ _____ x	7 x	10 x	35 =	\$ _____

## Part C. Spills Clean-Up Price

Item No.	Description	Hourly Price Per Worker	Estimated Annual Hours	Extended Price
C.1	Spills Clean-Up Price	\$ _____ x	20 Hours =	\$ _____

## Part D. Emergency Call Price

Item No.	Description	Hourly Price Per Worker	Estimated Annual Hours	Extended Price
D.1	Emergency Call Price	\$ _____ x	20 Hours =	\$ _____

**TOTAL PROPOSAL PRICE (A.55 + B.1 + C.1 + D.1) \$ \_\_\_\_\_**

\* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

**INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:**

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**SECTION G**

**CONTRACTOR'S QUALIFICATION INFORMATION**

(Must be submitted with the Technical proposal)

COMPANY NAME: \_\_\_\_\_

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided household hazardous waste services during the past three years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____

1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____

1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____

2. The Contractor has provided the above services for \_\_\_\_ years. (Note: 5 year minimum)

**SECTION H**

**PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS,  
SERVICES AND EQUIPMENT**

(Must be completed, and submitted with the Technical proposal.)

Environmentally Preferred Products (EPP) and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal. EPPs include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc.

Howard County gives a price preference of up to 5% for the purchase of EPPs.\*

The goods being bid:

- are made from recycled, recyclable or are considered to be environmentally preferred materials. Specify what was reused, recycled or environmentally preferred: \_\_\_\_\_
- \_\_\_\_\_
- represent \_\_\_\_% post-consumer waste.
- represent \_\_\_\_% pre-consumer waste.
- do not contain any recycled materials.
- have a 3<sup>rd</sup> party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: \_\_\_\_\_
- are in the process of achieving 3<sup>rd</sup> party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.
- have no 3<sup>rd</sup> party certification.

If the goods specified in this solicitation are new, could the County have purchased remanufactured or reusable goods that would perform the same function equally to new goods?  Yes  No

If “yes”, please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes \_\_\_\_\_

If “no”, please explain: \_\_\_\_\_

Does your company have an environmental (and/or social) responsibility statement?  Yes  No  
*The County reserves the right to request such documentation, if desired, at a later date.*

\* The price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

**SECTION I**

**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc), and submitted with the bid.

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Rev. 10/25/2016

## SECTION J

### Information on Howard County, Maryland's Living Wage Requirement

#### Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

#### Current Living Wage Rate in Howard County

As of January 31, 2017, the Living Wage Rate is **\$14.78 per hour**.

#### How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Federal Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 31, 2017, the Federal HHS Poverty Guideline was published as \$24,600 for a family of 4 (see <https://aspe.hhs.gov/poverty-guidelines>).

$$125\% \text{ of } \$24,600 = \$30,750.00 \quad \$30,750.00 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \mathbf{\$14.78 \text{ per hour}}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new federal poverty guidelines are published, which is usually the following January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at [www.howardcountymd.gov/purchasing](http://www.howardcountymd.gov/purchasing). It is the contractor's responsibility to ascertain the current rate.

**Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals.** All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

**If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at [purchasing@howardcountymd.gov](mailto:purchasing@howardcountymd.gov) or 410-313-6370.**

## Howard County, Maryland Wage Rate Requirements for Service Contracts Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.    Sub-Contr.

**Section 1: Exemptions**    Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.

- Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.
- Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
- Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
- Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.
- Contractor or Subcontractor is a public entity.
- Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
- Contractor or Subcontractor is a regulated public utility.
- Contract was awarded under a cooperative procurement with another government or organization of Governments.

Check here  if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

**Section 2: Certifications**

- If you checked any exemptions in Section 1, skip this section and continue to Section 3.
- If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

**Section 3: Contact Information**    Provide your contact information in the space below, then sign and date this form and submit it with your bid.

Contractor Name \_\_\_\_\_ Vendor Federal ID Number \_\_\_\_\_  
 Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
 \_\_\_\_\_ Email Address \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name of Signatory \_\_\_\_\_ Title of Signatory \_\_\_\_\_

<b>To be completed by the Buyer</b>	Contract Title: Household Hazardous Waste and Related Services		<b>Buyer's Initials:</b>  RAB
	Contract #: N/A	Contract Term: 01/01/18 – 12/31/18	
	Capital Project No: N/A	Renewal #: N/A	

**EXHIBIT I****HOWARD COUNTY, MARYLAND  
AGREEMENT****PA XX-XXXX**

THIS AGREEMENT (the "Agreement") is made by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic, (the "County") and **[NAME AND ADDRESS OF CONTRACTOR]**, Federal Employer Identification Number **XXXXXXXX**, Telephone Number **XXX-XXX-XXXX** (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to **perform all services and**, in strict and entire conformity with the Attachment A entitled, "**Services to be Performed**", any Purchase Order subsequently issued, the **Request for Proposals No. 05-2018 Household Hazardous Waste and Related Services**, the Contractor's response, the **Best and Final Offer** dated \_\_\_\_\_, **if applicable**] and any amendments or revisions thereto (collectively, the "**Proposal**"), incorporated herein either by reference or attachment, as applicable.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for **services rendered and** in accordance with this Agreement, the other attachments hereto, the **Proposal**, and the Purchase Order, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties.

The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall **perform the services and** outlined in Attachment A hereto. The Contractor's **services and** will be provided with due care and in accordance with all applicable standards. The Contractor shall **perform the services and** for the Director of the Department of \_\_\_\_\_ of the County, or Designee, who shall have authority to administer the Agreement.

2. Compensation.

2.1 In consideration of the **services** to be provided by the Contractor, the County shall pay the Contractor

**[These may be modified to fit a particular contract; they are just starting points for sample contract language]**

- in accordance with the unit prices set forth in the **[Proposal] [Best and Final Offer]**.
- in accordance with the **fee schedule** attached hereto as Attachment A. (*or some other attachment – B, C, D, etc.*)

- the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (This one is usually used for firm fixed price contracts with a lump sum, one time payment.)
- an hourly rate of \$\_\_\_\_\_ per hour for an approximate total of \_\_\_\_ hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor’s responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.
- an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon [completion of the services described herein][delivery of the goods described herein] in a manner satisfactory to the County, in its sole discretion. (This one is usually used for software purchases when you want to include retainage.)

2.2 **Select one:**

- In no event shall the compensation paid to the Contractor exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

**Select one of the following options:**

- in any contract year.
- during the Initial Term of this Agreement, as defined below,
- or during any renewal period.
- during the entire term of this Agreement, including renewals thereof.
- In no event shall the compensation paid to the Contractor exceed the budget appropriation during the term of this Agreement, including renewals thereof,

provided, however, that the County may entertain a request for **adjustment** in any year subsequent to the first year in accordance with

**Select one:**

- Section \_\_\_\_\_, Paragraph \_\_\_\_\_ of the solicitation.
- Paragraph \_\_\_\_\_ of this Agreement.

2.3 **Price Adjustment:** Prices offered shall be firm against any increase for [number of years spelled out] year(s) from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify the County Office of Purchasing in advance of any requested price adjustments.

2.3.1 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. (For purposes of this section, “Consumer Price Index” shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.) The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.

2.3.2 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County’s best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County’s sole discretion.

2.2 The Contractor shall submit invoices to the County **monthly**. The Contractor's invoices shall reflect the:

- 2.2.1 Contractor’s name
- 2.2.2 Address
- 2.2.3 Federal tax identification number

- 2.2.4 Contract number, (the first two digits are 44XXXXXXXX)
- 2.2.5 Purchase Order number the first two digits are 2XXXXXXXXXX)
- 2.2.6 Contract line number
- 2.2.7 Unit price and extended price (the unit price must match a contract line)
- 2.2.8 Description of goods provided and/or services performed

2.3 The proper form of County invoices requires that the information above be included on all invoices.

2.4 All invoices shall be submitted to **Department name and address**. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.5 Invoices may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

### 3. Term.

3.1 This Agreement shall be effective

*Select one of the following options:*

- \_\_\_\_\_, 20\_\_\_\_ **[Insert Date – spelled out]**
- when it has been properly signed by all parties hereto
- when executed by the County

and shall continue through **[Insert Date – spelled out]** (hereinafter defined as the “Initial Term”) **[, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below]**, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof. **[Insert for true requirements contract when more than 12 months – This Agreement is a requirements contract (indefinite delivery indefinite quantity contract) and does not require the payment of funds from appropriations of a later fiscal year.]**

3.2 The County reserves the right to renew this Agreement for [insert renewal period] on the same terms and conditions set forth herein. **[INSERT ANY CHANGES TO THE TERMS, i.e. COMPENSATION, UPON RENEWAL OF AGREEMENT, OTHERWISE, IT MUST BE RENEWED ON THE SAME TERMS AND CONDITIONS]** Unless set forth in a written amendment, the compensation **[, reimbursement]** and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 **[USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL]** The Contractor is a **[corporation][limited partnership][general partnership][limited liability company]**, duly formed and validly existing under the laws of the State of **[INSERT STATE OF INCORPORATION]** and is qualified to do business and is in good standing **[and licensed]** in the State of Maryland.

4.2 **[USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL]** The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit and Proposal response remain true and correct in all respects.

5. Termination:

5.1 Termination for Convenience: The County may terminate this Agreement for convenience, 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 at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement and therefore is in default, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6. Remedies for Default.

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

6.1.1. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

6.1.2. To suspend the Contractor's authority to receive any undisbursed funds; and/or

6.1.3. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent.

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance.

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in **Section D of the Request for Proposal**, including naming “Howard County, Maryland, its officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information.

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics.

10.1 The Contractor certifies that the officer of the legal entity who is executing this Agreement has read and understands Attachment **B**, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2. The Contractor certifies that it has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment **B**.

11. Assignment.

Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties.

The Contractor shall not delegate the Contractor’s duties under this Agreement without the prior written consent of the County.

13. Indemnification.

13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and

performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions of the solicitation and/or this Agreement, the terms set forth in the Agreement shall govern.

14. Integration and Modification.

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of all parties to this Agreement.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16. Conflicting Terms.

16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

16.2 In the event of a conflict between the **Proposal** and this Agreement, the provisions of this Agreement (without the conflicting terms in the **Proposal**) shall prevail.

17. Severability.

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence.

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding.

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

20. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder,] shall be and shall remain the property of the County.]

21. Notice.

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered, and there is written confirmation of delivery or refusal of receipt, to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

[Make it a sentence or column, depending on space available]

FOR THE COUNTY:

\_\_\_\_\_, Buyer; Howard County, Maryland; Office of Purchasing; 6751 Columbia Gateway Drive, Suite 501; Columbia, Maryland 21046; Telephone: 410-313-XXXX; Fax: 410-313-6388; Email: name@howardcountymd.gov.

FOR THE CONTRACTOR:

Contact Name, Title; Company address; Telephone;; Fax;; Email: \_\_\_\_\_

present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

23. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

24. Reports, Audits, Inspections.

24.1 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. The Contractor shall retain all records, information and documentation of the Contractor related to this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

24.2 All invoices submitted to the County are subject to audit by the County.

24.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor’s financial information, including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements.

[DELETE IF NOT APPLICABLE: 25. Wage Rate Requirements.

The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands the wage rate section in the Request for Proposals (reference Howard County Code, Sec. 4.122A Wage Requirements).

**SIGNATURES BEGIN ON NEXT PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement PA XX-XXXX.

WITNESS:

**[INSERT LEGAL NAME OF CONTRACTOR]**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
[Insert Name]  
[Insert Title]

WITNESS:

**HOWARD COUNTY, MARYLAND,**  
a body corporate and politic

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_  
Allan H. Kittleman  
County Executive

APPROVED FOR LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2017:

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

REVIEWING ATTORNEY:

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR SUFFICIENCY OF  
FUNDS:

\_\_\_\_\_  
Stanley J. Milesky  
Director of Finance

DEPARTMENT APPROVED:

\_\_\_\_\_  
James M. Irvin  
Director of Public Works

**ATTACHMENT A**  
**SERVICES TO BE PERFORMED**

The above are in addition to any other services set forth in the **Proposal**.

sample

## ATTACHMENT B

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

#### *Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

**Code Section 22.204. - Prohibited Conduct and Interests.**

(a) **Participation Prohibitions.**

(1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:

(i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.

(ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:

a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;

b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;

d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;

e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or

f. A business entity that:

1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and

2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.

(2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:

(i) The disqualification leaves a body with less than a quorum capable of acting;

(ii) The disqualified official or employee is required by law to act; or

(iii) The disqualified official or employee is the only person authorized to act.

(3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

(1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:

(i) Be employed by or have a financial interest in any entity:

a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or

b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or

(ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.

(2) The prohibitions of paragraph (1) of this subsection do not apply to:

(i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;

(ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;

(iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or

(iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

(1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:  
 a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;  
 b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or  
 c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:  
 a. Meals and beverages consumed in the presence of the donor or sponsoring entity;  
 b. Ceremonial gifts or awards that have insignificant monetary value;  
 c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;  
 d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;  
 e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;  
 f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;  
 g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or  
 h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

**EXHIBIT II**  
**SAMPLE INVOICE**

# SAMPLE INVOICE

**Your Company's Name**

Address

[Email address](#)

Telephone/Fax Nos.

**Mail Invoice To:**

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

**Invoice No.:**

**Date:**

**FEIN:**

Contract #:

44XXXXXXXXXX

Purchase Order #:

2XXXXXXXXXX

Performance Period:

\_\_/\_\_/13-\_\_/\_\_/14

(For Services)

Contract Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
<b>Total</b>							

Payment Terms:

Please make check payable to **Your Company's Name** and remit payment to:

*Your Company's Name*

*Address*

*Address*

If you have any questions regarding this invoice, please contact **Your Company's Contact Person's Name** at **Telephone No.** and **Email Address.**

**ATTACHMENT 1**  
**ESTIMATED QUANTITIES COLLECTED**  
**(Various Locations)**

<b>Service Location</b>	<b>Drum Profile</b>	<b>Federal Waste Codes</b>	<b>Drum Weight</b>
Cedar Lane Park	AEROSOLS LCCRQ	D001	5
Cedar Lane Park	AEROSOLS LCCRQ	D001	50
Cedar Lane Park	AEROSOLS LCCRQ	D001	20
Cedar Lane Park	AEROSOLS LCCRQ	D001	30
Park and Rec Headquarters	AEROSOLS LCCRQ	D001	40
Park and Rec Headquarters	AEROSOLS LCCRQ	D001	4
Dorsey Building	AEROSOLS LCCRQ	D001	80
Dorsey Building	AEROSOLS LCCRQ	D001	50
Dorsey Building	AEROSOLS LCCRQ	D001	100
Dorsey Building	AEROSOLS LCCRQ	D001	130
Cooksville Maintenance Facility	AEROSOLS LCCRQ	D001	50
Cooksville Maintenance Facility	AEROSOLS LCCRQ	D001	46
Cooksville Maintenance Facility	AEROSOLS LCCRQ	D001	100
Cooksville Maintenance Facility	AEROSOLS LCCRQ	D001	200
Dayton Maintenance Facility	AEROSOLS LCCRQ	D001	100
Dayton Maintenance Facility	AEROSOLS LCCRQ	D001	70
Dayton Maintenance Facility	AEROSOLS LCCRQ	D001	60
Dayton Maintenance Facility	AEROSOLS LCCRQ	D001	100
Bureau Of Utilities Maintenance Facility	AEROSOLS LCCRQ	D001	80
Bureau Of Utilities Maintenance Facility	AEROSOLS LCCRQ	D001	110
Bureau Of Utilities Maintenance Facility	AEROSOLS LCCRQ	D001	450
Bureau Of Utilities Maintenance Facility	AEROSOLS LCCRQ	D001	385
Bureau Of Utilities Maintenance Facility	AEROSOLS LCCRQ	D001	35
Centennial Park	AEROSOLS LCCRQ	D001	10
Centennial Park	AEROSOLS LCCRQ	D001	20
Centennial Park	AEROSOLS LCCRQ	D001	15
Centennial Park	AEROSOLS LCCRQ	D001	12
Ridge Road Maintenance Facility	AEROSOLS LCCRQ	D001	10
Ridge Road Maintenance Facility	AEROSOLS LCCRQ	D001	15
Ridge Road Maintenance Facility	AEROSOLS LCCRQ	D001	40
Ridge Road Maintenance Facility	AEROSOLS LCCRQ	D001	30

Ridge Road Maintenance Facility	AEROSOLS LCCRQ	D001	40
Mayfield Maintenance Facility	AEROSOLS LCCRQ	D001	30
Mayfield Maintenance Facility	AEROSOLS LCCRQ	D001	70
Mayfield Maintenance Facility	AEROSOLS LCCRQ	D001	40
Mayfield Maintenance Facility	AEROSOLS LCCRQ	D001	75
Alpha Ridge Landfill	AEROSOLS LCCRQ	D001	30
Alpha Ridge Landfill	AEROSOLS LCCRQ	D001	75
Alpha Ridge Landfill	AEROSOLS LCCRQ	D001	45
Little Patuxent Water Reclamation Plant	AEROSOLS LCCRQ	D001	50
Little Patuxent Water Reclamation Plant	AEROSOLS LCCRQ	D001	40
Little Patuxent Water Reclamation Plant	AEROSOLS LCCRQ	D001	10
Little Patuxent Water Reclamation Plant	AEROSOLS LCCRQ	D001	30
Rockburn Branch Park	AEROSOLS LCCRQ	D001	30
Rockburn Branch Park	AEROSOLS LCCRQ	D001	70
Rockburn Branch Park	AEROSOLS LCCRQ	D001	30
Rockburn Branch Park	AEROSOLS LCCRQ	D001	80
Savage Park	AEROSOLS LCCRQ	D001	30
Savage Park	AEROSOLS LCCRQ	D001	5
Schooley Mill Park	AEROSOLS LCCRQ	D001	10
Schooley Mill Park	AEROSOLS LCCRQ	D001	30
Schooley Mill Park	AEROSOLS LCCRQ	D001	15
Schooley Mill Park	AEROSOLS LCCRQ	D001	8
Western Regional Park	AEROSOLS LCCRQ	D001	10
Western Regional Park	AEROSOLS LCCRQ	D001	50
Western Regional Park	AEROSOLS LCCRQ	D001	12
Western Regional Park	AEROSOLS LCCRQ	D001	15
Alpha Ridge Landfill	ASBESTOS TARS	D001	120
Alpha Ridge Landfill	ASBESTOS TARS	D001	120
Alpha Ridge Landfill	ASBESTOS TARS	D001	200
Alpha Ridge Landfill	AUTOMOTIVE GREASE	NONE	30
Alpha Ridge Landfill	COMPACT FLUORESCENT LAMPS	NONE	205
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	2000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750

Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	400
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1500
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1500
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1250
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	800
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	1000
Alpha Ridge Landfill	FLAMMABLE AEROSOLS	D001	750
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	114
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	180
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	292
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	186
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	363
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	540
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	232
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	296
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	126

Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	127
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	128
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	65
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	120
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	108
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	219
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	60
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	125
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	124
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	187
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	65
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	119
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	121
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	64
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	244
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	119
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	214
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	134
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	68
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	214
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	117
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	123
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	334
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	58
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	108
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	129
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	110
Alpha Ridge Landfill	FLUORESCENT LIGHT TUBES UNIVERSAL	NONE	376

Alpha Ridge Landfill	Flourescent light tubes, Universal	NONE	126
Alpha Ridge Landfill	hid mercury bulbs	NONE	37
Alpha Ridge Landfill	hid mercury bulbs	NONE	35
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	400
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	6
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D001,D002	5
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	5
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150

Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	200
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	10
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D001,D002	5
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002,D007	8
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Acid & Acid Compatibles For Incineration	D002	150
Little Patuxent Water Reclamation Plant	Labpack Acid & Acid Compatibles For Incineration	D002,F006,K131	55
Little Patuxent Water Reclamation Plant	Labpack Acid & Acid Compatibles For Incineration	D001,D002	3
Cedar Lane Park	Labpack Basic & Basic Compatibles For Incineration	D002	105
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	600
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150

Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	400
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	200
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	600
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300

Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	400
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	200
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300

Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	450
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	300
Alpha Ridge Landfill	Labpack Basic & Basic Compatibles For Incineration	D002	150
Alpha Ridge Landfill	Labpack Dioxins And Dioxin Precursors	D001,D016,D017,D037	60
Alpha Ridge Landfill	Labpack Dioxins And Dioxin Precursors	D001,D016,D017,D037	30
Dorsey Building	Labpack Flammables For Incineration	D001,D018	150
Cooksville Maintenance Facility	Labpack Flammables For Incineration	D001	40
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	800
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1000
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1200
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	900
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	750
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	800
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	450
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1400
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1200
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1200
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	800
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	450
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1000
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	800
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1000
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1200
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1400



Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	450
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1200
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	450
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D002	10
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D008	5
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001	30
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1200
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1400
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D035	300
Alpha Ridge Landfill	Labpack Flammables For Incineration	D001,D004,D013,D014,D016,D020	1000
Little Patuxent Water Reclamation Plant	Labpack Flammables For Incineration	D001,D035	25
Alpha Ridge Landfill	Labpack Mercury Devices or Debris for Retort	D009	15
Alpha Ridge Landfill	Labpack Mercury Devices or Debris for Retort	D009	10
Little Patuxent Water Reclamation Plant	Labpack Mercury Devices or Debris for Retort	NONE	3
Alpha Ridge Landfill	Labpack Mercury Salts And Solutions For Retort	D001,D009	8
Alpha Ridge Landfill	Labpack Mercury Salts And Solutions For Retort	D009	3
Bureau Of Utilities Maintenance Facility	Labpack Organics For Incineration	D008	35
Alpha Ridge Landfill	Labpack Organics For Incineration	D004,D005,D007,D008,D010,D011,D019,D027,D039	70
Alpha Ridge Landfill	Labpack Organics For Incineration	D005,D008,D010,D011,D019,D022,D027	60
Alpha Ridge Landfill	Labpack Organics For Incineration	D001,D035	600
Alpha Ridge Landfill	Labpack Organics For Incineration	D001,D004,D013,D014,D016,D020	1000
Alpha Ridge Landfill	Labpack Organics For Incineration	D007,D008,D011	30
Little Patuxent Water Reclamation Plant	Labpack Organics For Incineration	NONE	4
Little Patuxent Water Reclamation Plant	Labpack Organics For Incineration	D002	2
Little Patuxent Water Reclamation Plant	Labpack Organics For Incineration	NONE	2
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D007,D008,D011	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D008	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D002	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D002	5
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	65
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D007,D011	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D002	150

Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D002	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	5
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D002	5
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D002	120
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	60
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001,D011	150
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	15
Alpha Ridge Landfill	Labpack Oxidizers For Incineration	D001	150
Little Patuxent Water Reclamation Plant	Labpack Oxidizers For Incineration	NONE	5
Little Patuxent Water Reclamation Plant	Labpack Oxidizers For Incineration	D001,D002,D007	20
Alpha Ridge Landfill	Labpack PCBs For Incineration		5
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	10
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	15
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	3
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	5
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	6
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	4
Alpha Ridge Landfill	Labpack Reactive Flammables For Incineration	D001,D003	5
Alpha Ridge Landfill	Labpack Reactive Oxidizers For Incineration	D001,D003	3
Alpha Ridge Landfill	Labpack Reactive Oxidizers For Incineration	D001,D003	3
Alpha Ridge Landfill	Labpack Reactive Oxidizers For Incineration	D001,D003	7
Alpha Ridge Landfill	Labpack Reactive Oxidizers For Incineration	D001,D003	8
Alpha Ridge Landfill	Labpack Reactive Oxidizers For Incineration	D001,D003	8
Public Safety Training Center	LEAD BORE PATCHES	D001,D008	25
Public Safety Training Center	LEAD BORE PATCHES	D001,D008	5
Public Safety Training Center	LEAD BORE PATCHES	D001,D008	80
Public Safety Training Center	LEAD BORE PATCHES	D001,D008	8
Public Safety Training Center	LEAD BORE PATCHES	D001,D008	3
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICADS	NONE	300
Alpha Ridge Landfill	NICADS	NONE	300

Alpha Ridge Landfill	NICADS	NONE	300
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICADS	NONE	250
Alpha Ridge Landfill	NICKEL METAL HYDRIDE (UNIVERSAL)	NONE	300
Alpha Ridge Landfill	NICKEL METAL HYDRIDE (UNIVERSAL)	NONE	250
Alpha Ridge Landfill	NON-AUTO GELL CELL	NONE	250
Cedar Lane Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	70
Cedar Lane Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	25
Park and Rec Headquarters	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	50
Park and Rec Headquarters	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	200
Park and Rec Headquarters	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	50
Cooksville Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	100
Cooksville Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	74
Cooksville Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	150
Cooksville Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	75
Dayton Maintenance facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	150
Dayton Maintenance facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	140
Dayton Maintenance facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	175
Dayton Maintenance facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	75
Bureau Of Utilities Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	25
Centennial Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	25
Centennial Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	100
Ridge Road Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	100
Ridge Road Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	400
Ridge Road Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	140
Ridge Road Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	525
Ridge Road Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	650
Mayfield Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F 003,F005	100

Mayfield Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	120
Mayfield Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	450
Mayfield Maintenance Facility	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	200
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	100
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	100
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	120
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	120
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	350
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	2200
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	300
Alpha Ridge Landfill	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	500
Little Patuxent Water Reclamation Plant	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	80
Little Patuxent Water Reclamation Plant	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	10
Little Patuxent Water Reclamation Plant	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	100
Little Patuxent Water Reclamation Plant	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	80
Public Safety Training Center	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	40
Rockburn Branch Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	30
Rockburn Branch Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	30
Rockburn Branch Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	30
Rockburn Branch Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	150
Savage Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002	5
Savage Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	20
Schooley Mill Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	50
Schooley Mill Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	50
Schooley Mill Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	25
Schooley Mill Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	8
Public Safety Training Center	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	10
Western Regional Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	5

Western Regional Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	100
Western Regional Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	35
Western Regional Park	OILY/DIESEL FLAMMABLE DEBRIS	D001,D018,D035,D039,D040,F002,F003,F005	5
Cedar Lane Park	PAINT IN CANS SUITABLE FOR PROCESSING FOR FUEL	D001,D004,D005,D006,D007,D008,D010,D011,D035	525
Western Regional Park	PAINT IN CANS SUITABLE FOR PROCESSING FOR FUEL	D001,D004,D005,D006,D007,D008,D010,D011,D035	15
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6600
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	10200
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	8400
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	8400
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7200
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	4800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6600
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6600
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7200
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7200
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7200
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000

Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	7800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6600
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	5500
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	4800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	4800
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	5400
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	6000
Alpha Ridge Landfill	PAINT IN CANS(NON-RECYCLABLE)	D001,D005,D006,D007,D008,D035	4800
Alpha Ridge Landfill	PCB LIGHT BALLASTS	NONE	53
Alpha Ridge Landfill	PCB LIGHT BALLASTS	NONE	24
Dorsey Building	SLOP DRUM	D001,D018	400
Ridge Road Maintenance Facility	SLOP DRUM	D001,D018	135
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	800
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	2400
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	2000
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	2000
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1650

Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	2400
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	2400
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	400
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	2020
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1800
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1225
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	800
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1600
Alpha Ridge Landfill	SLOP DRUM / WITH MEK	D001,D018,D035	1200
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	300
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1500
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1800
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1200
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1000
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	300

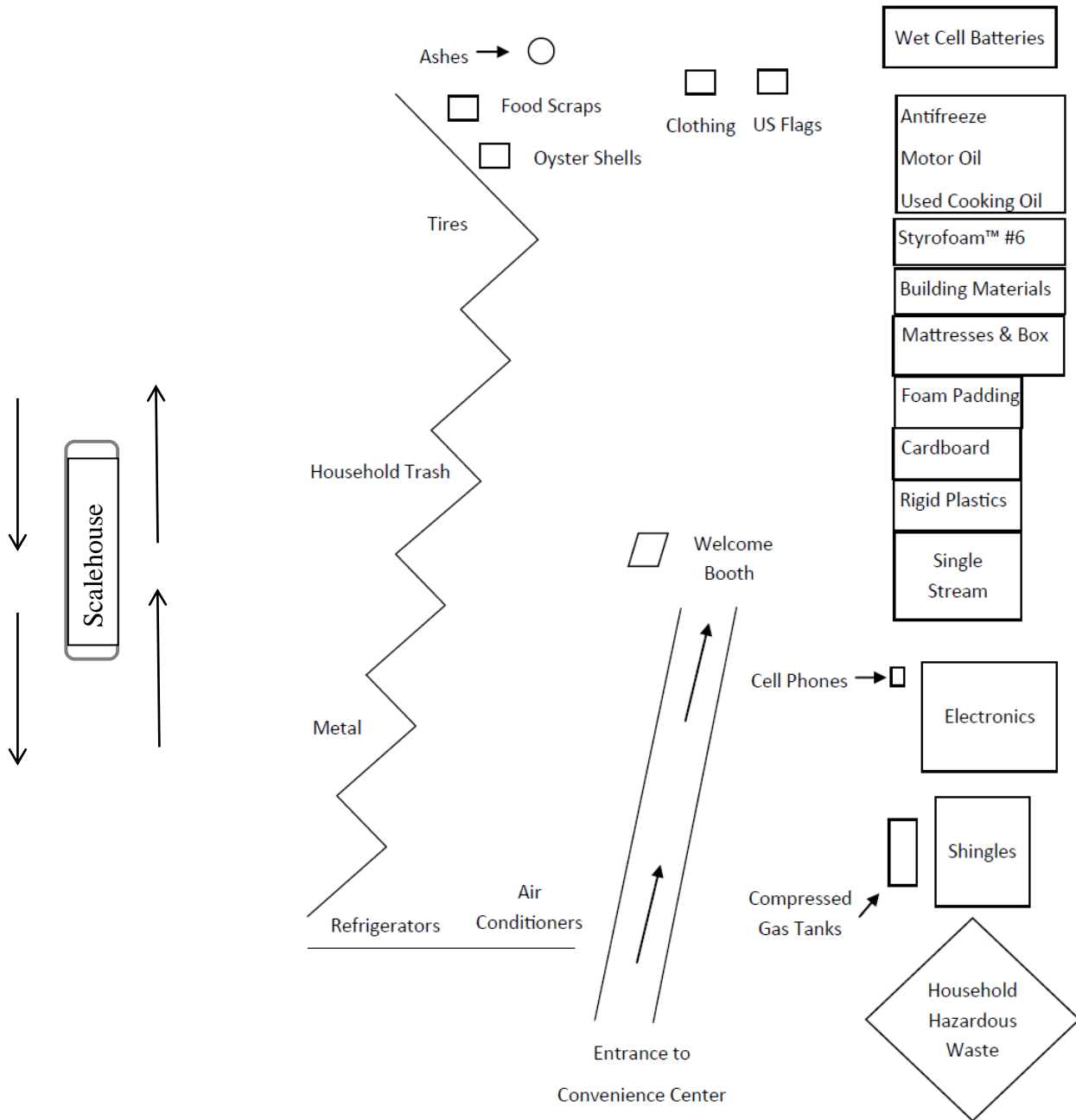
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1500
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1800
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	1200
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	300
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	300
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	900
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	300
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	300
Alpha Ridge Landfill	SOLID FERTILIZER (NO AMMONIUM NITRATE)	NONE	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	300

Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	300
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	200
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	1200
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	1800
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	1200
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	300
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	900
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	300

Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	300
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	600
Alpha Ridge Landfill	SOLID PESTICIDES	D012,D013,D014,D015,D016,D020,D025,D026,D031	300
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	80
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	67
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	57
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	54
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	53
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	49
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	44
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	51
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	63
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	78
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	52
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	60
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	49
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	100
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	51
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	63
Alpha Ridge Landfill	U/CIRCLE TUBES	NONE	50
			521,145

**ATTACHMENT 2**

**ALPHA RIDGE LANDFILL RESIDENTS CONVENIENCE AREA LAYOUT**



**ATTACHMENT 3****Alpha Ridge Landfill Rules and Regulations****HOWARD COUNTY DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENVIRONMENTAL SERVICES  
SANITARY LANDFILL USAGE RULES**

(Revised May 2016)

**LANDFILL HOURS OF OPERATION:**

Monday thru Saturday: 8:00 a.m. to 4:00 p.m. (Closed 3:30 p.m. for commercial)  
 Sundays: Closed  
 Holiday Closings: New Year's Day, Memorial Day, Independence Day,  
 Labor Day, Thanksgiving Day, and Christmas Day

**LANDFILL USAGE RULES**

1. All commercial vehicles delivering solid waste to the Howard County Sanitary Landfill are required to purchase a nontransferable commercial landfill permit at an annual charge; no commercial vehicles will be permitted to use the landfill facilities without a permit. All permits are valid for the period July 1st through June 30<sup>th</sup>. All permitted commercial vehicles are required to display their permit on the driver's side of the vehicle, so that the permit may be easily read by Howard County landfill personnel when the vehicle approaches truck scales at the landfill. Commercial permits may be purchased at the landfill.
2. Howard County residents disposing of household trash are required to show a valid driver's license, with their Howard County address, as proof that they are Howard County residents.
3. Tractor trailers will not be allowed in the transfer station.
4. Howard County residents disposing of construction debris or mixed loads of construction debris and other waste will be charged at the commercial solid waste rate or appropriate waste rate, whichever is higher, as this material is not personal residential household waste; these vehicles must be weighed before and after disposal. Only personal residential household waste is exempt from payment of tipping fees.
5. The following types of refuse will not be accepted for disposal in the landfill or transfer station: hot ashes, poisons, acids, caustics, explosives, chemical waste, petroleum, pathological, infectious and surgical hospital waste; radiological or radioactive waste; controlled hazardous substances, liquid waste, septic waste, dead animals, liquid paint, detergents (bulk), automobiles or engine blocks (over 2'). Any questions concerning disposal of specific waste types, shall be directed to the Landfill Superintendent.
6. Barrels, drums, and 5-gallon or greater cans will be accepted if unused (or washed), and tops/ bottoms are removed and flattened. Drums previously holding hazardous waste must be emptied in accordance with COMAR 26.13.02.07.
7. Residents are limited to 4 tires per visit. Commercial customers hauling tires must have a valid Maryland Scrap Tire Hauler License. No motor vehicle tires will be accepted at the designated tire drop-off location if they are mounted on rims, over 4' in diameter, or are over 15" wide.
8. Firearms at the landfill are prohibited at all times.

9. Cardboard is not to be disposed as trash at the landfill.
10. Howard County residents disposing of large quantities of household waste or using vehicles larger than  $\frac{3}{4}$  ton capacity will be subject to an evaluation process and may be granted a "Special Exception" to dispose of waste without charge up to 2 tons per fiscal year.
11. Residential Household Hazardous Waste shall be left at the designated acceptance facility only during posted operating hours for that facility. No commercial hazardous waste is accepted at the landfill or transfer station.
12. Any vehicle arriving at the landfill after the closing time will not be admitted. Commercial vehicles remaining within the landfill after 4 p.m. will be charged \$100.00 per 30 minutes or fraction thereof.
13. All commercial vehicles are to be weighed on the landfill scales, before and after disposal of any refuse.
14. All vehicles transporting refuse are to keep the refuse in their vehicles suitably covered or enclosed at all times to prevent littering of streets and highways. Refuse shall not protrude from the sides of any vehicle body. All vehicles entering the landfill are responsible for the removal of refuse dropped by their vehicles while en route to the assigned disposal area. Tarps shall be removed in designated areas only.
15. All vehicles are to observe and obey posted speed limits, direction signs, and other posted notices.
16. All landfill users must adhere to all posted and verbal instructions given by landfill personnel related to the disposal and placement of all types of refuse and recyclables. Harassment of any landfill personnel, in any manner, will not be tolerated and may result in revoking of landfill user privileges.
17. Loitering at the landfill is strictly prohibited. There is 30-minute time limit for discharge of cargo.
18. Scavenging at the convenience center, on the landfill face, at the transfer station, or in containers is strictly prohibited.
19. Children under the age of 16 must be closely supervised by an adult at all times. Children under the age of 16 are not permitted inside the transfer station.
20. Reflective safety vests must be worn on the transfer station floor. Hard hats, type I or II, are required by contractors, residents, employees or visitors on the tipping station floor or below the walls in the residential drop-off area. Contractors and businesses must provide hard hats for their workers. Persons in designated hard hat zones without proper protective gear will be asked to leave the area. Repeat offenders may have their permit privileges revoked.
21. Truck cleaning, if necessary, shall be performed at the transfer station when truck is emptied. All doors, gates, etc. must be secured before leaving the transfer station. The 30-minute unloading time limit includes truck cleaning.
22. Consumption of any alcoholic beverages is strictly prohibited on landfill property.
23. Motorbike or off-road vehicle riding is prohibited on landfill property.
24. Unauthorized parking of vehicles is prohibited. Vehicles not removed from the landfill by the closing time may be towed at the owner's expense.
25. Sold products will be loaded onto purchaser's trucks or trailers using standard industry loading recommendations or the best judgment of the landfill staff.

26. Howard County is not responsible for and shall not render assistance to any vehicle developing mechanical difficulty. Emergency towing will be provided entirely at vehicle owner's risk.
27. All laws, regulations and resolutions applicable to the landfill shall be strictly adhered to by all landfill users, including, but not limited to:
  - Howard County Code, Title 18, Subtitle 6, Sanitary Landfill Regulations, which prohibits solid waste generated from out-of-County sources;
  - Howard County Code, Title 14, Subtitle 6, Permit & Disposal Fees for use of Sanitary Landfill, establishing landfill disposal fees.
  - Code of Maryland Regulations, Title 26, Subtitle 4, Chapter 7, Regulation of Water Supply, Sewage Disposal, and Solid Waste, specifying landfill operating requirements and restrictions.
28. Howard County is not responsible for any injuries to persons or damage to vehicles at the landfill.