



Public Notice
Franchise Award
Refuse and Recycling Collection
Ocean Pines Association, Inc.
Ocean Pines, Maryland

Bids for the award of an exclusive three-year franchise to collect refuse and recycling from all residential properties and OPA facilities in Ocean Pines, Maryland will be received by the Ocean Pines Association, Inc. until 4:00 p.m., Monday, November 9, 2020. Bids must be mailed or delivered to the General Manager's Office and received prior to the 4:00 p.m. deadline. Please make sure bid envelope is labeled appropriately.

Inquiries concerning the bid should be directed to the General Managers Office at (410) 641-7717 x 3001.

OCEAN PINES ASSOCIATION
Specifications for Refuse Collection & Disposal and Recycling
Franchise Agreement Award

Section 1- Proposal Conditions

- 1.1 The Ocean Pines Association (herein after referred to as the Association) may consider informal any proposal not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all proposals. No proposal will be allowed to be withdrawn, for any reason, after it has been deposited with the Ocean Pines Association. Any proposal received after the time and date specified shall not be considered. The Association reserves the right to reject any and all proposals, or portions thereof, and to make such award and/or negotiate with any bidder as is most advantageous and in the best interests of the Association.
- 1.2 Each proposal must contain the full name, business address, and the telephone number of each proposer interested in the same.
- 1.3 Each proposal must be submitted in a sealed envelope bearing on the outside the name of the proposer, their address and the name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the proposal must be in another envelope addressed as specified in the Invitation for Proposals.
- 1.4 The proposal for residential collection shall provide a firm, fixed monthly price for two separate refuse collection plans (annual contract and six-month contract) with two alternative methods (once per week and twice per week collection) and two collection schedules (Monday through Saturday and Monday through Friday).
- 1.5 The proposal for residential collection shall provide a firm, fixed monthly price for two separate recycling collection plans (annual contract and six-month contract) with two alternative methods (once per week and twice per week collection) and two collection schedules (Monday through Saturday and Monday through Friday).
- 1.6 The proposal for Association facilities shall provide a firm, fixed annual price for Ocean Pines Association, Inc. refuse collection. (See Addendum 1)
- 1.7 The proposal for Association facilities shall provide a firm, fixed annual price for Ocean Pines Association, Inc. recycling collection. (See Addendum 1)

Section 2- Information To Be Submitted With Proposal

- 2.1 Satisfactory evidence that the proposer has available to it a disposal site meeting the laws of the State of Maryland and/or other regulatory authorities of government.
- 2.2 A list of major equipment to be used in servicing this franchise. Details of such equipment pertinent to evaluation of the Contractor's ability to perform satisfactory are to be included as well as details of preventative and corrective maintenance plans and schedules for trash collective vehicles.
- 2.3 A list complete with full names, addresses and telephone numbers of municipalities on the Eastern Shore presently being serviced by the Contractor

Section 3- General Conditions

- 3.1 The Contractor agrees to make refuse collection and disposal and recycling service available to all residential properties located within the subdivision of Ocean Pines, Maryland.
- 3.2 Nothing contained in this specification or the contract shall prevent any person, or household from personally disposing of its own trash, garbage or refuse so long as they do so in a legal and lawful manner and in compliance with the laws, rules and regulations of the State of Maryland Health Department.
- 3.3 All garbage and refuse collected within Ocean Pines shall be disposed of by the Contractor. The cost of the disposal shall be included in the proposal. The Association shall not furnish the site nor make any contractual arrangements for the disposal of the refuse.
- 3.4 Each of the Contractor's employees shall, at all times, have and carry a valid operator's license for the type of vehicle he/she is driving.
- 3.5 All work performed by the Contractor, Subcontractors, or any of their agents or employees, in connection with the franchise shall comply with County and State health and safety regulations, as applicable.
- 3.6 The Contractor shall not subcontract for residential collection within Ocean Pines, Maryland without the expressed written consent of the Association.
- 3.7 Contractor shall at all times observe and comply with the provisions of the Bylaws and Regulations of the Association and State and Federal laws, Rules and Regulation which in any manner limit, control or apply to the actions or operations of Contractor, its subcontractors, or its or their employees, agents or servants, engaged upon the work or affecting the services supplied to or by them under the franchise.

Section 4- Collection Areas and Estimated Residents

- 4.1 The area to be served under this franchise is the entire subdivision of Ocean Pines Maryland.
- 4.2 There are an estimated 7,966 dwelling units within Ocean Pines as of September 30, 2010. The permanent population of Ocean Pines according to the 2010 Census is approximately 11,700. It is estimated that in 2020 the population is approximately 14,000. It is further estimated that approximately one-half of the dwelling units are used as the principal place of residence by the property owners.

Section 5- Term / Cancellation

The franchise license shall commence on the first day of January 1, 2021 and continue thereafter for a term of three (3) years therefrom, unless sooner terminated as herein provided. These provisions shall be determinative of the parties' rights of termination upon notice as herein set forth. Such notice shall be deemed to have been given and received if given in writing, mailed by registered or certified mail, to the other party at the address hereinafter specified. During the term of the franchise, either party may withdraw from and cancel the agreement for cause by notification in writing to the other party at least ninety (90) days prior to the effective date of the cancellation.

Section 6- Collection Times

- 6.1 The respective dates of collection shall be on such days as the Contractor and the Association mutually agrees upon at the time of franchise award. The Contractor shall maintain the agreed upon schedule and shall not change said schedule without the expressed written approval of the Association. Collection times shall not begin before 7:00 a.m., local time, nor continue past 5:00 p.m., local time.
- 6.2 Collection shall never be postponed longer than one (1) working day following the regular day of collection except in the case of a dire emergency and only with proper advance notice being given by the Contractor to the Association.
- 6.3 No refuse or recycling shall be collected on holidays observed by the Contractor. Collection shall be resumed the following business day. Contractor will submit with the proposal the list of holidays the contractor observes. Notice shall be given to all customers of the holidays to be observed by the contractor.

Section 7- Collection/Service Conditions

- 7.1 Refuse and recycling shall be collected at the curb or end of driveway.
- 7.2 The Contractor shall exercise reasonable caution in the handling of containers to avoid damage to them, and shall return empty containers to the point of collection, in an upright position. Drippings from the trucks, to include any type of liquid/and or refuse spilled by the Contractor shall be immediately picked up, or swept up, by the Contractor. Containers which have been substantially damaged through the fault of the Contractor shall be replaced, by the Contractor, with containers of like kind and quality as those damaged.
- 7.3 The Contractor will not be held responsible for plastic cans of insufficient strength that may crack from exposure to freezing temperatures.
- 7.4 The quantity of refuse or household garbage from each residence shall not be limited. Household garbage and refuse shall not include furniture, mechanical equipment or machinery, including automotive machinery, sand, solid or other mineral matter and any other items or matters not resulting from ordinary and

nominal household operations. However, Contractor shall have the right to negotiate a separate price with any customer with respect to the removal of the above excluded matter and will have the right to remove same.

- 7.5 The Contractor shall collect up to a maximum of four (4) bags of leaves and/or yard cuttings per collection.
- 7.6 Brush, tree limbs and shrub trimmings shall be collected provided that they are cut into 4-foot lengths and tied into bundles weighing not more than 50 pounds.
- 7.7 The Contractor shall collect Christmas trees placed in one piece at the normal collection place for a two-week period following the Holiday.
- 7.8 Customers shall be required to place all items for collection at their regular place of collection prior to this scheduled collection time.
- 7.9 Contractor shall provide each participating account with a 65 gallon recycling cart with lid that is clearly identifiable as to be used for recyclables.
- 7.10 Contractor shall furnish refuse collection and disposal and recycling for each residential customer who subscribes to the service of Contractor. Fees for the service shall be as specified in the franchise contract to be awarded by the Association. Contractor shall bill and collect fees for services directly with the customer. Contractor shall not be required to collect refuse from any property in the event payment is not received by the Contractor from such property owner within thirty (30) days of any billing.
- 7.11 Fees for services may be increased or decreased by any of the following factors:
 - A. The portion of said fee fairly allocable to the Contractors disposal charges may be increased or decreased by the proportionate percentage of increase or decrease in the charges paid by the Contractor for dumping of said refuse, but such increase shall be implemented only after mutual discussion, review and verification by the Association.
 - B. Increases in Contractors costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractors operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through the Contractor (other than income, or real property taxes or gasoline taxes).
 - C. Contractor may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced in writing or by the actions and practices of the parties.

Section 8- Collection Vehicles

- 8.1 The Contractor shall use enclosed, leak proof, packer-type truck bodies. The trucks shall be kept in good and efficient working order to insure proper and efficient service.

- 8.2 Each vehicle shall be clearly and visibly marked on each side with the name and telephone number of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

Section 9- Insurance and Indemnification

- 9.1 The Contractor shall maintain during the contract tenure, Worker's Compensation Insurance for all of his or any subcontract employees; Public Liability and Property Damage Insurance for protection from claims which may arise from operations under this contract, for bodily injury or property damage, whether such operations are by himself, subcontractor or anyone directly employed by either party and Vehicle Public Liability Insurance. Minimum limits of General Liability shall be:

\$1,000,000 each occurrence

\$ 2,000,000 general aggregate

Minimum limits of Vehicle Public Liability shall be:

Bodily Injury/Property Damage \$1,000,000 per accident

The Contractor shall submit Certificates of Insurance, as issued by his agent, showing policies to be in full effect during the contract tenure. Submittals shall be made by the successful bidder to the Association prior to award of the contract. Ocean Pines Association, Inc. will be added as “Additional Insured” with coverage on a primary and non-contributory basis.

- 9.2 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association, its agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, to the extent resulting from Contractor's performance of the work, provided that any claim, damage, loss, or expense:
 - a. Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and

 - b. Is caused in whole or in part by any act or omission of the

Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, but not to the extent it is caused by the Association. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this section.

In all claims against the Association or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Thirty-day notice of cancellation to Ocean Pines Association, Inc. except 10 day notice for non-payment will be added to each insurance policy.

Contractor shall be responsible for the cost to repair any damage it causes to the property of the Association, its owners or residents during the performance of the agreement. The Association may proceed to repair the damage and deduct the amounts of such repair for which Contractor is responsible from any payments due to Contractor under the agreement, and pursue the appropriate legal action against Contractor to collect any remaining unpaid amounts of such repair or restoration.

Section 10- Criteria For Bid Award

In awarding the franchise for refuse and recycling collection the Board of Directors of the Association shall consider the following objective and subjective criteria:

1. Fees to be charged to the customers as reflected in the bid proposal submitted by each bidder.
2. The demonstrated ability of the company to perform the required services over a three-year period based upon satisfactory performance in other similar communities.
3. Proof of ability to employ sufficient manpower and the ownership of adequate equipment to properly perform the required services.
4. Proof of insurability of the company.
5. Willingness and ability to provide other services to customers on a fixed or no cost basis.

PROPOSAL FORM
REFUSE AND RECYCLING COLLECTION FRANCHISE
OCEAN PINES ASSOCIATION, INC.
OCEAN PINES, MARYLAND

Proposal By:

Company Name _____

Contact Name _____

Address _____

City _____

State _____ Zip _____

Phone No. _____ Fax No. _____

Email Address _____

To perform all work, in conformance with the Standard Specifications, in this contract for the Refuse and Recycling Collection Franchise at Ocean Pines located in Worcester County, Maryland for which Proposals will be received until 4:00 p.m. on Monday, November 9, 2020

To: John Viola, General Manager
Ocean Pines Association, Inc.
239 Ocean Parkway
Ocean Pines MD 21811

In response to the solicitation by the Association, inviting bids for the award of a Refuse and Recycling Collection Franchise in conformance with the Bid Specifications, now on file in the office of the Association, I/We hereby certify that I/We are the only person, or persons, interested in this bid proposal as principals, and that an examination has been made of the Specifications, and invitation for Bid. I/We propose to furnish all necessary machinery, equipment, tools and labor to perform the required work to fulfill the obligations of the Refuse and Recycling Collection Franchise as follows:

Plan A — Yearly Service (fill in the amount to be charged each customer per month).

- A.1. Yearly service to each customer for twice per week collection and disposal of refuse on a schedule from Monday through Saturday _____ per month.
- A.2. Yearly service to each customer for once per week collection and disposal of refuse on a schedule from Monday through Saturday _____ per month.
- A.3. Yearly service to each customer for twice per week collection and disposal of refuse on a schedule from Monday through Friday _____ per month.

A.4. Yearly service to each customer for once per week collection and disposal of refuse on a schedule from Monday through Friday _____ per month.

A.5. Yearly service to each customer for twice per week collection and disposal of recycling on a schedule from Monday through Saturday _____ per month.

A.6. Yearly service to each customer for once per week collection and disposal of recycling on a schedule from Monday through Saturday _____ per month.

A.7. Yearly service to each customer for twice per week collection and disposal of recycling on a schedule from Monday through Friday _____ per month.

A.8. Yearly service to each customer for once per week collection and disposal of recycling on a schedule from Monday through Friday _____ per month.

Plan B – Six-Month Service – May 1st to October 31st

B.1. Six-month service to each customer for twice per week collection and disposal of refuse on a schedule from Monday through Saturday _____ per month.

B.2. Six-month service to each customer for once per week collection and disposal of refuse on a schedule from Monday through Saturday _____ per month.

B.3. Six-month service to each customer for twice per week collection and disposal of refuse on a schedule from Monday through Friday _____ per month.

B.4. Six-month service to each customer for once per week collection and disposal of refuse on a schedule from Monday through Friday _____ per month.

B.5. Six-month service to each customer for twice per week collection and disposal of recycling on a schedule from Monday through Saturday _____ per month.

B.6. Six-month service to each customer for once per week collection and disposal of recycling on a schedule from Monday through Saturday _____ per month.

B.7. Six-month service to each customer for twice per week collection and disposal of recycling on a schedule from Monday through Friday _____ per month.

B.8. Six-month service to each customer for once per week collection and disposal of recycling on a schedule from Monday through Friday _____ per month.

AFFIDAVIT AND SIGNATURE PAGE

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED, BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

This bid form shall be filled out legibly in ink or typed. The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary.

AFFIDAVIT I

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

AFFIDAVIT II

No officer or employee of Ocean Pines Association, Inc., 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, for the Association, 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 Association received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Association in connection with this contract, for the Association.

AFFIDAVIT III

Neither I, nor the bidder, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Ocean Pines Association, Inc. have been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government.

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.

Contractor Signature

By: _____

(signature/title)

(print or type)

(date)

Addendum 1

**OPA REFUSE SCHEDULE
ASSOCIATION BLDGS
BID CALCULATION SHEET**

LOCATION	#	SIZE	WASTE TYPE	SERVICE PERIOD	TIMES PER WK	# MONTHS	TOTAL AMOUNT
WHITE HORSE PARK	1	1 X 8	REFUSE	05-01 TO 04-30	2	12	\$ _____
GOLF MAINTENANCE	2	1 X 8	REFUSE	05-01 TO 04-30	1	12	\$ _____
SPORTS CORE POOL	3	1 X 8	REFUSE	05-01 TO 04-30	1	12	\$ _____
SWIM / RACQ POOL	4	1 X 8	REFUSE	05-15 TO 09-15	1	4	\$ _____
COUNTRY CLUB	5	1 X 8	REFUSE	5-01 TO 10-31	2	6	\$ _____
		1 X 8	REFUSE	11-01 TO 04-30	1	6	\$ _____
YACHT CLUB	6	1 X 8	REFUSE	5-01 TO 10-31	3	6	\$ _____
		1 X 8	REFUSE	11-01 TO 04-30	2	6	\$ _____
MARINA	7	1 X 4	REFUSE	5-01 TO 10-31	3	6	\$ _____
						TOTAL	\$ _____
PICKUP / HAUL	ROLL-OFFS						
PUBLIC WORKS	8	1 X 30	REFUSE	05-01 TO 04-30	ON	HAUL	\$ _____
					CALL	CHARGE	\$ _____
						OTHER	
COMMUNITY GARDENS	9	1 X 4	REFUSE	4-01 TO 10-31	1	7	\$ _____

Addendum 2

**OPA RECYCLING SCHEDULE
ASSOCIATION BLDGS
BID CALCULATION SHEET**

LOCATION	#	SIZE	WASTE TYPE	SERVICE PERIOD	TIMES PER WK	# MONTHS	TOTAL AMOUNT
WHITE HORSE PARK CAMPUS	1	1 X 8	REC	05-01 TO 04-30	1	12	\$ _____
GOLF MAINTENANCE	2	1 X 4	REC	05-01 TO 04-30	1	12	\$ _____
SPORTS CORE POOL	3	1 X 4	REC	05-01 TO 04-30	1	12	\$ _____
SWIM / RACQ POOL	4	1 X 4	REC	05-15 TO 09-15	1	4	\$ _____
COUNTRY CLUB	5	1 X 4	REC	5-01 TO 4-30	1	12	\$ _____
YACHT CLUB	6	1 X 8	REC	5-01 TO 10-31	2	6	\$ _____
		1 X 8	REC	11-01 TO 04-30	1	6	\$ _____
MARINA	7	1 X 4	REC	5-01 TO 10-31	1	6	\$ _____
PUBLIC WORKS	8	1 X 8	REC	05-01 TO 04-30	1	12	\$ _____
					TOTAL		\$ _____