

**TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL WORKSHOP
TUESDAY, FEBRUARY 28, 2012
TOWN HALL CHAMBERS**

A Special Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, February 28, 2012. Chair Quinn opened the meeting at 7:05 p.m.

The following were in attendance:

**Chair Bob Quinn
Vice Chair Michael Tousignant
Councilor Robin Dayton
Councilor Sharri MacDonald
Councilor Michael Coleman
Town Manager Mark Pearson
Assistant Town Manager V. Louise Reid**

Absent: Councilor Michael Coleman

Also in attendance were representatives of the two bidding firms – Extreme Clean (Liz Copeland and Robert Laberge) and BA Services of Bangor (Kevin Steven French and Eric McCue). Representing the Town was former Town Manager, Jack Turcotte and Public Works Director William Robertson.

The purpose of the Special Town Council meeting this evening is to discuss the results of the Requests for Proposals for the Town of Old Orchard Beach Cleaning and Maintenance Services for Municipal Restrooms, Downtown and Beachfront Area, Rolling Trash Collection Alternate; Restroom User Maintenance Fee Alternate, and Recycling Alternate.

The following classified advertisement was placed in the Portland Press and on our web site: www.oobmaine.com

Classified Ad

TOWN OF OLD ORCHARD BEACH, MAINE

**Request for Proposals for the Town of Old Orchard Beach for
Cleaning and Maintenance Services
for Municipal Restrooms, Downtown and Beachfront Area;
Rolling Trash Collection Alternate;
Restroom User Maintenance Fee Alternate;
and Recycling Alternate**

The Town of Old Orchard Beach is accepting bids for a qualified custodial and property management firm to provide maintenance services for the three (3) Municipal Restrooms, Power Washing Downtown Areas, Trash Can Maintenance for the Beach/Parks/ Downtown; for a Rolling Trash Collection Alternate; a Restroom User Maintenance Fee Alternate; and a Recycling Alternate as described on the Town of Old Orchard Beach Web Site:

A copy of the Request for Proposal (RFP) can be obtained from and all Proposals must be received via the U.S. mail, Express Mail, or in person. E-mail bids are NOT acceptable. Send bids to:

V. Louise Reid
Assistant Town Manager
1 Portland Avenue
Old Orchard Beach, Maine 04064

Questions can be referred to:

William Robertson
Public Works Director
207-934-2250
wrobertson@oobmaine.com

Proposals are due Friday, January 27, 2012 - no later than 12:00 noon and bids will be publicly opened in the Town Hall Conference Room at 12:30 p.m. It should be noted that the Council may award the bid at the Tuesday, February 7, 2012 - Town Council Meeting at 7:00 p.m. in the Town Council Chamber.

The Town reserves the right to reject any and all proposals. Any objection to the specifications/requirements as set forth should be filed in writing prior to the proposal deadline.

At the RFP opening in the presence of the Town Manager, Jack Turcotte, Public Works Director, William Robertson, and Assistant Town Manager, V. Louise Reid and two representatives, one from BA Services of Bangor and one from Extreme Clean.

Bid Analysis for the Base Bid Via Contracts

<u>BA Services</u>			<u>Extreme Clean</u>	
		<u>Basic Services</u>		
2012	\$ 97,000		2012	\$ 125,600
2013	97,000		2013	125,600
2014	<u>97,000</u>		2014	<u>125,600</u>
	\$291,000			\$ 380,870
		Difference of		
		\$ 89,870.00		
<u>BA Services</u>			<u>Extreme Clean</u>	

Rolling Trash

2012	\$ 48,800	2012	\$ 15,500
2013	48,800	2013	15,500
2014	<u>48,800</u>	2014	<u>15,500</u>
	\$146,400		\$ 46,500

Difference of
\$ 99,900.00

BA Services

Extreme Clean

Restroom Attendant

2012	\$ 55,000	2012	\$ 51,000
2013	55,000	2013	51,000
2014	<u>55,000</u>	2014	<u>51,000</u>
	\$165,000		\$153,000

Difference of
\$ 12,000.00

Additional Information Requested from BA Services

Proposal for Alternative 3:

We at B. A. Inc. are pleased to submit for your review this response to provide Restroom user maintenance fee alternative. The fee for adults will be 1 dollar for an all day pass to use any of three rest rooms. Anyone under the age of 12 are free, as are OOB residents, and the physically impaired. When a patron pays to use the bathroom they will receive a tyveck tamper-proof bracelet that will be colored for that day of the week. The bracelets come in 40 colors. All proceeds will be turned over to the town daily. Our approach to monitoring the flow of people would be to install a turn style and a removable barricade system. These will only be set up during hours of operation. The barricade that we have in mind is basically white vinyl posts with chain connecting each. This would allow for ground maintenance and easy accessibility at any time. The turn style we propose to use is a portable unit that will only be set up during operation hours and allow for attendants to monitor customers properly. We propose turn styles and barrier systems at West Grand location and only barrier system at Milliken Street and Memorial Park. All labor and materials to install barricades and turn styles will be paid by B.A. Services. The system has been proven to be successful as it is in use in Beachfront Towns across the U.S.A. Our proposal costs \$55,000 with all money collected to be turned over to the Town.

Thank you for considering our proposal

Sincerely,
Eric McGue
General Manager

BA Services**Extreme Clean****Recycling**

2012	\$ 4,800	2012	\$ 17,500
2013	4,800	2013	17,500
2014	<u>4,800</u>	2014	<u>17,500</u>
	\$14,400		\$ 52,500

Difference of
\$ 38,100.00

BA Services**Extreme Clean****Total of Basic Contract and Three Alternatives for Three Years**

\$ 291,000	Basic Contract	\$ 380,870
146,400	Rolling Trash	46,500
165,000	Restroom Attendant	153,000
<u>14,400</u>	Recycling	<u>52,500</u>
\$ 616,800		\$ 632,870

Difference of
\$ 16,070.00

The Agreement itself is for 2012, 2013, 2014 season with the option by mutual agreement to extend for a fourth year, 2015 and the fifth year, 2016. The Scope of the Contract includes providing of maintenance and cleaning services for the Municipal Restrooms, Downtown and Beachfront areas in Town as specified in Alternate I (Basic Contract) and the Contractor will assume all responsibilities in the operation and management of the public restrooms located at the Municipal Comfort Station located on West Grand Avenue, Memorial Park located on First Street and Milliken Street Parking Lot located on Milliken Street, including the following:

1. Opening and operating the facility for public use during the minimum hours and dates specified in Alternate I;
2. Maintaining the facility in a sanitary and clean condition at all times of operation;
3. Provision of all paper products, cleaning supplies and equipment necessary to maintain the facility in sanitary and clean condition at all times;
4. Minor maintenance of all on-site equipment and the facility infrastructure during the course of the contract period;
5. Disposing of all trash on a regular basis in the storage receptacles on the inside and outside of these facilities.

ARTICLE 2: CONTRACT TIME & HOURS

2.1 The CONTRACTOR shall provide all Contract Services within the Contract Area outlined in the basic Agreement for the six month period from the first Saturday in May, 2012 through the Friday following Columbus Day each year, for the next three years unless an option by mutual agreement to extend an additional fourth year and by mutual agreement to extend an additional fifth year. The contract shall start on the first Saturday of May 2012 and shall go through the Sunday before Memorial Day Weekend on a weekend basis. The operation of the services from Monday of Memorial Day each year until Labor Day of each year shall be full time, seven days a week. The operation shall revert to a weekend only from the Tuesday after Labor Day through the Friday after Columbus Day. The schedule follows the same pattern for year two, three, four and five of this contract. The contract will end on the Friday after Columbus Day in October of 2015 unless a fourth year (2016) is approved by municipal agreement; and a fifth year (2017) is approved by mutual agreement.

2.2. The Contractor's operation of the Town Comfort Station Restroom, Memorial Park Restroom, and Milliken Street Restroom are defined in Alternate I. However the CONTRACTOR may expand the hours of operation at his discretion and upon written notification to the Town Manager.

2.3. Liquidated Damages: The CONTRACTOR recognizes that failure to complete the contracted services required within Article 1 and Alternate I and within the terms of Article 2.1 and 2.2 will result in substantial damage and financial loss to the Town and to the tourist economy supported by the maintenance of the Contract Area. Accordingly, the TOWN and the CONTRACTOR agree that the CONTRACTOR shall pay the TOWN a sum of one-thousand dollars (\$1,000) for every day that the CONTRACTOR fails to complete work specified in Article 1 within the minimum contract time period specified in Article 2.1 and 2.2 herein.

ARTICLE 3: CONTRACT PRICE

3.1 Total Contract Price: The TOWN agrees to pay the CONTRACTOR a total sum of _____ dollars (\$_____) to complete all work specified in Article 1 and Alternate I for year 2012-2013; _____ dollars (\$_____) for year 2013-2014; _____ dollars (\$_____) for year 2014-2015; and if an option to extend by mutual agreement _____ dollars (\$_____) for year 2015-2016; and if an option to extend by mutual agreement _____ dollars (\$_____) for year 2016-2017, the terms of this contract.

3.2 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this agreement, the TOWN agrees to pay the CONTRACTOR _____ (\$_____) at Contract signing. The remainder of the schedule is as follows:

Weekly Payments:	2012	\$
	2013	\$
	2014	\$

and with an option to extend by mutual agreement:	2015	\$
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and with an option to extend by mutual agreement

2016

\$

ARTICLE 4: CONTRACTOR'S REPRESENTATIONS

In entering into this Agreement, the CONTRACTOR acknowledges and makes the following representations:

- 4.1. The CONTRACTOR has carefully examined the Request for Proposals issued, Alternate I, Alternate II, Alternate III and Alternate IV, attached and is well acquainted with all of the Town's service requirements, and expectations of performance.
- 4.2 CONTRACTOR has visited the Contract Area, Comfort Station, Memorial Park and Milliken Street sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the amended Scope of Work to be provided under Article 1 and 2 herein.
- 4.3 The CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and Regulations that may affect cost, progress, performance, and furnishing of the Scope of Work to be provided.
- 4.4 The CONTRACTOR assumes all responsibility for providing insurance, Workers Compensation, payment of federal, state, and local taxes and fees for all employees, subcontractors, and persons or companies in the employ of the CONTRACTOR for the provision of services under this Agreement.
- 4.5 The CONTRACTOR absolves and holds the TOWN harmless from any litigation arising from actions or omissions committed by the CONTRACTOR in the execution of this Agreement.
- 4.6 Recyclable bottles and cans are to be delivered to the Public Works Department.

ARTICLE 5: RESPONSIBILITIES OF THE TOWN

The TOWN will be solely responsible for providing the following support services in connection with the execution of this Agreement:

- 5.1 The TOWN will pay for the cost of water and electricity required for the operation of the Comfort Station, Memorial Park and Milliken Street facilities.
- 5.2. The TOWN will provide the CONTRACTOR with regular access to the Town's Disposal Choice for deposition of refuse from the Contract Area ONLY. Any leaves, mulch or other landscaping materials are to be dumped in the brush pile at the Transfer Station.
- 5.3. The TOWN will be responsible for the repair and/or replacement of all major maintenance projects and capital items in the Contract Areas damaged by the general public or deemed necessary by the Public Works Director for upgrades to the facility during the terms of this Agreement.

- 5.4. The TOWN shall insure that the Comfort Station is turned over to the CONTRACTOR in good working order with all plumbing, fixtures, and associated infrastructure in good repair and function.
- 5.5 Schedules can be adjusted with the approval of the Public Works Director such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

ARTICLE 6: INSURANCE AND INDEMNITY

The CONTRACTOR shall maintain liability insurance with a Maine licensed insurer and shall provide the TOWN with a certificate of insurance in the face amount of one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) in automobile liability that will cover the activities of the CONTRACTOR in the execution of this Agreement for the life of the Contract Period.

The CONTRACTOR will not be held responsible for repair or replacement of any major fixture. Examples include urinals, toilets, plumbing, sinks, stalls, stall doors, hand dryer, etc unless as a result of vandalism. The TOWN will be responsible for any legal action taken by a visitor of the Comfort Station for slips, falls, acts of violence, or any other unlawful occurrence resulting from the lack of a Town employee attendance during municipal restroom operating hours.

ARTICLE 7: CORPORATE REFERENCES:

The CONTRACTOR will provide references of similar accounts that your company has with specific information included such as company name, address, phone number and point of contact.

ARTICLE 8: MISCELLANEOUS PROVISIONS

The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in this Agreement and Alternate I attached hereto.

ALTERNATE I
Basic Agreement
Town of
Old Orchard Beach, Maine
Cleaning and Maintenance Service Contract

SPECIFICATIONS

1.1 INTRODUCTION

The Town of Old Orchard Beach, also know as "Maine's Premier Family Beach Resort," has a year round residence of approximately 9,500 residents, and a summer population of approximately 80,000 visitors. There are approximately 1,300 businesses in the town, most of which are seasonal and are driven by summer tourism. The Town of Old Orchard Beach

is seeking qualified custodial and property maintenance firms to provide cleaning and maintenance services for the downtown and beachfront areas in town.

2.1 SCOPE OF WORK

2.1.1 Contract Period

The contract will be for the six month period from the first Saturday in May through the Friday following Columbus Day for the next three years with a possible, by mutual agreement, extending to a fourth year; and an option by mutual agreement extending to a fifth year. The contract shall start on the first Saturday of May 2012 and shall go through the Sunday before Memorial Day Weekend) on a weekend basis. The operation of the services from Memorial Day until Labor Day shall be full time, seven days a week. The operation shall revert to a weekend only from the Tuesday after Labor Day through the Friday after Columbus Day.

The contract will end on the Friday after Columbus Day in October of 2017; a term of three years with an option by mutual agreement to extend to a fourth year; and an option by mutual agreement to extend to a fifth year.

2.1.2 A. Waste receptacles and recycling containers:

The town provides waste receptacles for waste disposal in the downtown area and along the beach that require emptying multiple times per day. There are (100 -120) receptacles on the beach, and (70-80) receptacles in the downtown area. The receptacles should be emptied as they become two thirds full. All waste that has not been placed in the receptacles should be picked up and disposed of as well. There are eight to ten pizza box containers located on Old Orchard Street which require emptying as they become two thirds full. All trash is disposed of at the Town's choice of Disposal as frequently as possible throughout the day. Access will be provided during the hours when the Disposal location is closed to the public. The Town's recyclable containers are also to be emptied and brought to the Town's choice of Disposal area. Recyclable bottles and cans will be delivered to the Public Works Department.

2.1.3. Milliken Street Restroom and Parking Lot

The Milliken Street Restrooms are located beside the parking lot on Milliken Street and provides free restrooms, outdoor shower facilities, and municipal parking. Minimum levels of service required under the terms of this contract will include the following:

Cleaning the restroom facility thoroughly on a three time daily basis and maintaining a sanitary condition at all times. Disposal of all trash inside/outside the building and in the parking lot on a regular basis in the storage receptacles (1-5). Providing all hand soap, toilet paper, paper towels, trash bags, and other paper and cleaning supplies used on the facility or in the parking lot trash barrels. The quality of all products must be acceptable to the Public Works Director.

A small office and storage area will be provided at the Milliken Street Restrooms for the contractor providing these services. All equipment shall be stored at a location determined by the Public Works Director.

2.1.4. Municipal Comfort Station:

The Town Comfort Station is located on West Grand Avenue in the heart of the Downtown and provides free public restrooms. Minimum levels of service required under the terms of this contract will include the following:

Cleaning the facility thoroughly three times daily basis and maintaining a sanitary condition at all times. Disposal of all trash on a regular basis in the storage receptacles (2-4). Providing all hand soap, toilet paper, paper towels, trash bags and other paper and cleaning supplies used on the facility. The quality of all products must be acceptable to the Public Works Director.

2.1.5 Power washing and Cleaning of Downtown area:

The sidewalks in the Old Orchard Street area shall be swept and power washed by 5 AM daily as defined on the attached Exhibit A (Daily on the lower half and as needed on the upper half). The sidewalk sweeping and power washing shall coordinate with the Town's street sweeping operations. All swept debris shall be collected and disposed of at the Disposal Facility designated by the Town.

The boardwalk, handicapped platform and benches in front of Palace Playland and the main Square area need to be power washed on a daily basis. A thorough cleaning of the benches and tables in those areas should occur on a daily basis. The tables in the square area need to be washed and left in a clean and sanitary condition throughout the day. All trash that is not already in waste receptacles shall be disposed of.

2.1.6 Memorial Park:

Memorial Park Restrooms are located within Memorial Park and provides free restrooms, park facilities, and municipal parking. Minimum levels of service required under the terms of this contract will include the following:

Cleaning the restroom facility thoroughly three times on a daily basis and maintaining a sanitary condition at all times. Dispose of all trash on a regular basis in the storage receptacles. Providing all hand soap, toilet paper, paper towels, trash bags and other paper and cleaning supplies used on the facility. The quality of all products must be acceptable to the Public Works Director.

There are (10-15) receptacles in Memorial Park, inside/outside the restrooms, outside the dog park entrance, and throughout the park area. The receptacles should be emptied as they become two thirds full. All waste that has not been placed in the receptacles should be picked up and disposed of as well.

3.1 Job Description

3.1.1 Daily Tasks:

At a minimum, empty all trash barrels on Old Orchard Street, the Square, Memorial Park and East/West Grand Avenues and beach barrels from Surf Six

(Cortland Ave.) to The Brunswick (Fernald St.) three times a day as needed and are full. Empty all other beach barrels at least twice a day, at a minimum. The contractor shall be responsible for purchasing and installing all plastic bag liners required for use in municipal trash receptacles.

All trash is to be transported as frequently as possible to the Town's Disposal Choice. No co-mingling of other commercial or residential trash shall be permitted.

Sweep the sidewalks along Old Orchard Street and in the Square. All collected debris is to be disposed of and not swept into the street gutter, unless coordinated with Public Works Street Cleaning Crews.

Power wash the Square and sidewalks along Old Orchard Street as depicted on the attached map, Exhibit A.

Remove residual trash on tables and pickup litter on an as-needed basis. Litter pick-up and washing shall include the loop road located within the square.

3.1.2 Tasks Performed Every 2-3 days:

Remove cigarette butts from all tree grates within the district.

3.1.3. Weekly Tasks:

Wash and disinfect all trash receptacles and liners.

3.1.4. Exceptions Made:

Schedules can be adjusted with the approval of the Public Works Director such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

EXHIBIT A
Town of
Old Orchard Beach, Maine
Cleaning and Maintenance Service Contract
PRESSURE WASHING AREA SPECIFICATIONS

ALTERNATE II
Town of
Old Orchard Beach, Maine
ROLLING TRASH COLLECTION ALTERNATIVE

1.1 INTRODUCTION

The Town of Old Orchard Beach, also known as "Maine's Premier Family Beach Resort," has a year round residence of approximately 9,500 residents, and a summer population of approximately 80,000 visitors. There are approximately 1,300 businesses in the town, most of which are seasonal and are driven by summer tourism. The Town of Old Orchard Beach is seeking qualified custodial and property maintenance firms to provide a Rolling Trash Collection Agreement which will require the Contractor to establish a continuous Rolling Trash Pickup Program where two vehicles will be assigned to pick up trash continually throughout the day and night time contract hours.

2.1 SCOPE OF WORK

2.1.1 Contract Period

The contract will be for the sixth month period from the first Saturday in May through the Friday following Columbus Day for the next three years with, by mutual agreement, an extension for a fourth year; and by mutual agreement an extension for a fifth year. The contract shall start the first Saturday of May 2012 and shall go through the (Sunday before Memorial Day Weekend) on a weekend basis. The operation of the services from Memorial Day until Labor Day) shall be full time, seven days a week. The operation shall revert to a weekend only from the Tuesday after Labor Day 2012 through the Friday after Columbus Day). The contract will end on the Friday after Columbus Day in October of 2017; a term of three years with, by mutual agreement an extension for a fourth year; and by mutual agreement an extension for a fifth year.

2.2 Contractor Requirements:

The Contractor is required to make hourly trash pickups throughout the downtown areas. Employment of staff is the responsibility of the Contractor. The Contractor is responsible for the purchase and operation of two vehicles to be used in the Rolling Trash Collection.

2.3 Exceptions Made:

Schedules can be adjusted with the approval of the Public Works Director such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

3.1 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this agreement, the TOWN agrees to pay the CONTRACTOR _____ (\$_____) at Contract signing. The remainder of the schedule is as follows:

Weekly Payments:	2012	\$
	2013	\$
	2014	\$
and with an option to extend by mutual agreement:		
	2015	\$
and with an option to extend by mutual agreement		
	2016	\$

IN WITNESS WHEREOF THE TOWN AND CONTRACTOR have signed this Agreement in duplicate, with one counterpart each has been delivered to the TOWN and CONTRACTOR. All portions of the attached Exhibit A have also been attested to and signed by both parties.

This agreement will become effective on _____, 2012 and will commence on the first Saturday of May, 2012.

**ALTERNATE III
Town of
Old Orchard Beach, Maine**

RESTROOM USER MAINTENANCE FEE ALTERNATIVE

1.1 INTRODUCTION

The Town of Old Orchard Beach, also known as "Maine's Premier Family Beach Resort," has a year round residence of approximately 9,500 residents, and a summer population of approximately 80,000 visitors. There are approximately 1,300 businesses in the town, most of which are seasonal and are driven by summer tourism. The Town of Old Orchard Beach is seeking qualified custodial and property maintenance firms to provide a Restroom User Maintenance Fee Agreement which will require the Contractor to establish a user fee for the three municipal public bathrooms.

2.1 SCOPE OF WORK

2.1.1 Contract Period

The contract will be for the six month period from the first Saturday in May through the Friday following Columbus Day for the next three years with an option by municipal agreement to extend for a fourth year; and with an option by mutual agreement to extend for a fifth year. The contract shall start on the first Saturday of May 2012 and shall go through the Sunday before Memorial Day Weekend 2012. The operation of the services from (Memorial Day) until Labor Day 2012 shall be full time, seven days a week. The operation shall revert to a weekend only from the Tuesday after Labor Day through the Friday after Columbus Day.

The contract will end on the Friday after Columbus Day in October of 2017; a term of three years; with an option by mutual agreement to extend for a fourth year, and with an option by mutual agreement to extend for a fifth year.

2.2 Contractor Responsibilities

In addition to the responsibilities outlined in Alternate I as it relates to the Maintenance of the Town's three Municipality bathrooms, the Contractor will be responsible for the employment of bathroom attendants to assist in the reduction of vandalism while they are open to the public. Proposal should include having a single attendant at the West Grand Bathroom (17 hours a day – 9:00 a.m. through 2:00 a.m.); a single Attendant at Memorial Park (12 hours per day – 9:00 a.m. to 9:00 p.m.); and an attendant at the Milliken Street Bathroom (9:00 a.m. to 9:00 p.m.) This adds up to approximately 41 personnel hours per day for the duration of the basic contract. The Contractor is also responsible for removal of all graffiti and repair to damages to the interior of the facilities after a pre-season inspection.

2.3 Contractor Remuneration

The Contractor has the right to charge an admission fee for access to the facility and retains the receipts of the fee. The Contractor, after agreeing that they received the facilities in proper working order would be responsible for the repair of any and all vandalism related damages that occur to the interior of the facilities during the

contract period; not to include normal wear and tear (i.e., hand dryer stops working because it is 20 years old).

A bi-weekly accounting report is required including statistical use of the bathrooms and income from each bathroom.

2.4 Exceptions Made:

Schedules can be adjusted with the approval of the Public Works Director such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

3.1 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this agreement, the TOWN agrees to pay the CONTRACTOR _____ (\$_____) at Contract signing. The remainder of the schedule is as follows:

Weekly Payments:	2012	\$
	2013	\$
	2014	\$
and with an option to extend by mutual agreement:		
	2015	\$
and with an option to extend by mutual agreement		
	2016	\$

IN WITNESS WHEREOF THE TOWN AND CONTRACTOR have signed this Agreement in duplicate, with one counterpart each has been delivered to the TOWN and CONTRACTOR. All portions of the attached Exhibit A have also been attested to and signed by both parties.

This agreement will become effective on _____, 2012 and will commence on the first Saturday of May 2012.

ALTERNATE IV
Town of
Old Orchard Beach, Maine

RECYCLING PROGRAM

1.1 INTRODUCTION

The Town of Old Orchard Beach, also know as "Maine's Premier Family Beach Resort," has a year round residence of approximately 9,500 residents, and a summer population of approximately 80,000 visitors. There are approximately 1,300 businesses in the town, most of which are seasonal and are driven by summer tourism. The Town of Old Orchard Beach is seeking qualified custodial and property maintenance firms to provide a Recycling Program throughout the Town and Beach as indicated in the basic agreement.

2.1 SCOPE OF WORK

2.1.1 Contract Period

The contract will be for the sixth month period from the first Saturday in May through the Friday following Columbus Day for the next three years with, by

mutual agreement, an extension for a fourth year; and by mutual agreement an extension for a fifth year. The contract shall start the first Saturday of May 2012 and shall go through the (Sunday before Memorial Day Weekend) on a weekend basis. The operation of the services from Memorial Day until Labor Day) shall be full time, seven days a week. The operation shall revert to a weekend only from the Tuesday after Labor Day 2012 through the Friday after Columbus Day). The contract will end on the Friday after Columbus Day in October of 2017; a term of three years with, by mutual agreement an extension for a fourth year; and by mutual agreement an extension for a fifth year.

2.2 Contractor Requirements:

Employment of staff is the responsibility of the Contractor. The Contractor will provide colored bags separating the trash from the recyclables and deliver to the Town's Disposal Choice on a timely and regular basis. The Contractor will provide a weekly report to the Town of the disposed recycling bags delivered to the Town's Disposal choice.

2.3 RESPONSIBILITIES OF THE Town of Old Orchard Beach

The TOWN will be solely responsible for providing the following support services in connection with the execution of this Agreement: The Town will provide recycling barrels and signage in both English and French.

2.4 Exceptions Made:

Schedules can be adjusted with the approval of the Public Works Director such as during extreme weather conditions (i.e., excessive rain, hurricane conditions, etc.)

3.1 Payment Schedule: In consideration of services provided by the CONTRACTOR under the terms of this agreement, the TOWN agrees to pay the CONTRACTOR _____ (\$_____) at Contract signing. The remainder of the schedule is as follows:

Weekly Payments:	2012	\$
	2013	\$
	2014	\$
and with an option to extend by mutual agreement:		
	2015	\$
and with an option to extend by mutual agreement		
	2016	\$

IN WITNESS WHEREOF THE TOWN AND CONTRACTOR have signed this Agreement in duplicate, with one counterpart each has been delivered to the TOWN and CONTRACTOR. All portions of the attached Exhibit A have also been attested to and signed by both parties.

This agreement will become effective on _____, 2012 and will commence on the first Saturday of May, 2012.

The Town Council is considering proposals from two companies: Extreme Clean, which has provided trash pick-up in the downtown and the beach area for many years; and BA Services out of Bangor, Maine which has among their contracts the Maine Department of Transportation rest stops.

Basic Contract: A great deal of time was spent on the requirements of just the basic contract which covers the cleaning and maintenance of the downtown area and the beach. A contract is an agreement between two or more parties which creates a duty on each which must be adhered to during the length of the contract. It creates competency of the parties who enter into a voluntary mutual agreement. We discussed this evening a brief overview of the basic elements of the contract recognizing that there are some variations to the required duties outlined in the RFP. Discussion included the qualifications of each bidder needed for the custodial and property maintenance of the town's operations. The extent of the contract as far as dates, times, weekends, etc; the need for receptacles for waste and recycling materials; requirements of the comfort stations beyond the obvious cleaning demands but discussion on possible town provision of entrance gates to the bathroom area or that expense being assumed by another bidder; power washing requirements; and obvious legal requirements.

In discussion of the concern about the Town bathrooms, it related to the vandalism that has taken place during recent summers to the tune of over \$50,000. Chair Quinn mentioned that back in the 1970's there was a ten cent charge to use the restrooms and indicated that he supported a restroom attendant as long as the Town received pay back for the cost of using the bathroom. The Council came to general consensus that they wanted to have bathroom attendants but Vice Chair Tousignant said that it needed to be "hashed out" what the charge would be.

Another proposal the Town is considering for an additional cost is the "rolling trash" alternative which would provide a most constant removal of trash picked up in the downtown. During the past trash picked up in the downtown was stored in the truck in the Square until it was hauled away. Businesses downtown have complained about the trash which smells and is constantly attacked by the seagulls that pick up trash and drop it off somewhere else. The definition of "Rolling Trash" is a device that is designed or used to transport people or cargo. There was discussion by BA Services that they made an error in their bid because they misunderstood the part of the RFP relative to the Rolling Trash Collection Agreement. The RFP states: "Qualified custodial and property maintenance firms to provide a Rolling Trash Collection Agreement which will require the Contractor to establish a continuous Rolling Trash pick-up program where two vehicles will be assigned to pick-up the trash continually throughout the day and nighttime contract hours. There was discussion on splitting the truck into the recyclables and the trash but there was a disagreement between several that this was a solution. There were those who have experience in the past where the recyclables were contaminated because of seepage from the trash. Others indicated that it could be protected. There were some Councilors who agreed that it could be too risky and that the wrong bag could be thrown on the wrong side thus causing contamination of all the material in the truck.

Another proposal considered was the option of recycling pick-up at the beach for an additional charge. Conservation Committee member, John Bird, said if this increases recycling, the Town will save money on tipping fees for trash sent to Maine Energy. John

Bird read a letter from Lou Valetine, Chairman of the Old Orchard Beach Comprehensive Plan Committee which stated that a survey of 450 residents indicated that a clean beach is important to residents of Old Orchard Beach and the Committee urged the Council to consider recycling containers on the beach. The question of the financial constraints the Town is feeling during these economic hard times is a consideration but more information on this particular part of the proposals would be needed. Fred Dolgan spoke about his concern that it might not be financially feasible to have full recycling on the beach but perhaps limiting it to recyclables (cans) and returnables. Unfortunately not everything is recyclable. For instance wax covered boxes such as waxed pizza boxes, frozen food boxes or wax covered bags, paper, or cups. Plastic forks, spoons, or knives; foam trays and containers; disposable coffee cup tops; potato chip or food bags; napkins, tissues, and other items you would think would be thrown out on the beach. Any food container that has been soiled with food is not recyclable and should be put in the garbage. This includes pizza boxes and other fast food or to-go containers. Slightly used paper towels, paper plates, paper napkins, or paper cups should be placed in the garbage. Often these items are soiled with food or other contaminant. Many paper products have a thin plastic lining to give strength to the product and prevent leaking. This plastic lining is considered a contaminant in the pulping process. Paper plates, napkins and cups go in the garbage.

Question was raised about tonnage and it was noted that 100 barrels would result in approximately thirty to forty pounds a barrel; approximately 3,000 pounds a day – 1.5 tons to 2 tons times 100 days. Tipping fees are fees that are charged to haulers to unload trash (unrecyclable) items; fees are per ton; determined by the free market and/or by contract with EcoMaine. Recycling would be approximately 150 to 200 tons. Councilor MacDonald asked how much we paid Extreme Clean this year and it was noted that the contract was for \$118,600 with an additional \$12,500 when the time frame of the contract changes, for a total of \$131,100.

The Council itself spoke of the need to maintain and preserve the excellent service that has been provided and recognizes that our beach is our greatest asset and maintaining it and the downtown area in the best condition for citizens and tourists alike, is the highest priority we have.

Below is the provided letter read by John Bird to the Council from the Comprehensive Plan Committee Chair:

January 26, 2012

Mr. Jack Turcotte, Manager
Town Council Members
Town of Old Orchard Beach
via email

Dear Mr. Turcotte and Members of the Council:

It has come to the attention of the Old Orchard Beach Comprehensive Planning Committee that the contract for the daily trash removal from our beach is up for renewal and a request for proposal and pricing have been public ally broadcast. In the RFP, as we understand it, recycling on the beach has been included as an add-on to the main contract and will be under consideration.

Although we have not completed the packaging of the actual comprehensive plan itself, the survey portion and results are in and the Comprehensive Plan Committee believes it is pertinent information that needs to be conveyed due to the timing of the RFP for the beach cleaning and the potential length of contract.

With over 450 surveys collected, the data shows this: the people of Old Orchard Beach put at the utmost importance clean air, clean beach and clean water. To be clear, these items trumped all other town matters in level of importance and consensus. The Comprehensive Plan Committee is in agreement that all indications from the survey results clearly demonstrate that the people of Old Orchard Beach will want town management and council to find a way to successfully implement a full recycling program on the beach effective immediately.

It is not our preference to present this information so informally but we are in possession of relevant and factually based information that pertains to a current town matter – the RFP for the beach cleaning contract. To delay this information to you potentially delays the will of the town's people 5 years as this is potentially a 5 year contract. It would be irresponsible of us to not present such information as this is a lengthy and costly contract and should accurately reflect the current initiatives the people of the town wish to see.

We urge the town manager's office and the council to include a requirement for the trash collection contractor to provide and maintain properly labeled recycling containers for all recyclable materials at every location where standard trash collection containers are presently maintained as a portion of the overall beach trash collection contract.

Please do not hesitate to contact me should have any questions about any information provided herein.

Sincerely,

**Lou Valentine, Chair
on behalf of the Old Orchard Beach Comprehensive Plan members**

The Council indicated they will discuss this important issue at a Workshop scheduled for March 8, 2012.

Respectfully Submitted,

**V. Louise Reid
Town Council Secretary**

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of seventeen (17) pages is a true copy of the original Minutes of the Town Council Workshop meeting of February 28, 2012.

V. Louise Reid