

TOWN OF GOULDSBORO

INVITATION FOR BIDS FOR SOLID WASTE COLLECTION SERVICES

Bid Invitation Issue Date: March 21, 2025
Bid Submission Deadline: April 8, 2025
Anticipated Contract Award Date: April 10, 2025

The Town of Gouldsboro (the “Town”) invites bids for a five-year contract beginning July 1, 2025 for the provision of curbside collection of residential and municipal solid waste within Gouldsboro and transportation of the collected waste to Eagle Point Energy Center (“EPEC”) facility in Orrington (or designated alternative, currently Juniper Ridge Landfill in Old Town) for disposal. The full scope of services is set forth in the attached *Solid Waste Collection Services Contract*.

Bid packets are available at the Gouldsboro Town Office at 59 Main Street in Prospect Harbor, Maine or for download on the Town’s website at www.gouldsborotown.com.

INTRODUCTION

The Town of Gouldsboro is a community of roughly 1,700 full-time residents scattered among the Town’s many villages on the Schoodic Peninsula. Gouldsboro’s resident population increases seasonally, typically doubling during the summer months. There are approximately 60 miles of roadways in Gouldsboro.

Municipal solid waste services currently provided to Gouldsboro residents include weekly curbside collection of household waste and transportation of the waste to EPEC (or designated alternative) for disposal. Waste to be collected includes all ordinary household waste accepted by EPEC.

Commercial and industrial solid waste collection is not covered under this bid invitation.

INSTRUCTIONS TO BIDDERS

- **Bid Submission Deadline:** Bids must be submitted on or before **4:00 p.m.** on **April 8, 2025**. Bids will be publicly opened during the Select Board meeting at **5:00 p.m.** on **April 10, 2025** at the Town Office. Bidders may attend the opening.
- **Submittals:** **Bidders must submit their bids on the enclosed Bid Form.** Failure to include the Bid Form will result in rejection of the bid.

Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the Bid Form, attachments or additive information not required by this Invitation for Bids, or irregularities of any kind may be rejected by the Town.

Bids must be placed in a sealed envelope marked “**BID –SOLID WASTE COLLECTION SERVICES**” and delivered by mail to Josh McIntyre, Town Manager, Town of Gouldsboro, P.O. Box 68, Prospect Harbor, ME 04669-0068 or by hand at the Gouldsboro Town Office, 59 Main Street, Prospect Harbor. Faxed or emailed bids will not be accepted.

- **Firm Bids:** Bids submitted to the Town before the bid submission deadline may be withdrawn by written notice to the Town Manager. After the bid submission deadline, bids shall remain firm for a period of 60 days.

BASIS OF AWARD

The municipal officers of the Town will award the contract to the successful bidder on the basis of (1) the experience of the bidder and proven track record, (2) the capacity of the bidder to provide the services, (3) how the bidder will respond to collection issues, and (4) the proposed fixed annual cost of the services.

The Town reserves the right to waive any informalities in bids, to accept any bid, and to reject any or all bids. The Town may undertake discussions with one or more bidders, and to accept that bid which, in the Town's judgment, is most advantageous to the Town, considering price and other evaluation criteria. The Town reserves the right to substantiate bidders' qualifications, capability to perform, availability, past performance record, and to determine that any bid that is not prepared in accordance with the instructions and requirements of this Invitation for Bids to be nonresponsive. The Town reserves the right to cancel this procurement in whole or in part, at its sole discretion, at any time before the contract is executed.

CONTRACT TERMS

By submitting a bid in response to this Invitation for Bids, the bidder agrees to execute a contract with the Town, in form substantially the same as the attached *Solid Waste Collection Services Contract*, within seven (7) days of the Town's acceptance of the bid and award of the contract.

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FOR SOLID WASTE COLLECTION SERVICES

BID FORM

BIDDER: _____

Experience: Summarize the experience of the bidder in providing solid waste collection services:

Capacity: Explain any limitations on the bidder's capacity to provide the waste collection services:

Collection Issues: Describe how the bidder intends to respond to collection issues:

Price: The undersigned bidder agrees to provide the waste collection services as set forth in the attached *Solid Waste Collection Services Contract* for the following fixed annual price:

CONTRACT PRICE:

Year 1 (July 1, 2025 – June 30, 2026): \$ _____

Year 2 (July 1, 2026 – June 30, 2027): \$ _____

Year 3 (July 1, 2027 – June 30, 2028): \$ _____

Year 4 (July 1, 2028 – June 30, 2029): \$ _____

Year 5 (July 1, 2029 – June 30, 2030): \$ _____

CERTIFICATION: By affixing my signature below, I certify on behalf of the Bidder, that I have read and understand all terms and conditions set forth in this Invitation for Bids, including the attached *Solid Waste Collection Services Contract*, and that my bid is made in accordance with the same.

Signature of Authorized Representative: _____ Date: _____

Print Name and Title: _____

Address: _____

Phone: _____ E-mail: _____

SOLID WASTE COLLECTION SERVICES CONTRACT

This SOLID WASTE COLLECTION SERVICES CONTRACT (“Contract”) is entered into as of _____, 2025 by and between the Town of Gouldsboro, a Maine body politic and corporate, (“Town”) and _____ (“Contractor”). The parties agree as follows:

1. Contract Term. This Contract commences on July 1, 2025 and expires on July 1, 2030.
2. Scope of Services. Contractor agrees to provide the following services to the Town (the “Services”):
 - a. Contractor agrees to provide for the curbside collection of solid waste generated by the Town and residents of Gouldsboro., and transport it to the Eagle Point Energy Center (“EPEC”) facility in Orrington, or designated alternative (currently Juniper Ridge Landfill in Old Town) for disposal. Contractor will collect the solid waste at designated Town facilities and at each residence in Gouldsboro. Contractor will collect any and all ordinary household waste accepted by EPEC. In the event that curbside recycling becomes available, Contractor agrees to provide for curbside collection and transport of recyclable material on the same schedule and terms as the collection of solid waste under this Contract. Contractor has no obligation under this Contract to collect or transport commercial or industrial solid waste.
 - b. The current collection day is Thursday. Contractor may not change the collection day without approval of the Select Board. If a collection day falls on a Town-recognized holiday or a severe weather day, Contractor may postpone collection to the next scheduled work day upon notice to the Town’s designee.
 - c. Curbside collection must not start before 7:00 a.m. and must end by 5:00 p.m., unless otherwise approved by the Town’s designee. Contractor must schedule curbside collection so that solid waste is collected at each household at roughly the same time each week.
 - d. Contractor must maintain sufficient equipment and personnel to avoid collection disruptions or delays. All of Contractor’s curbside collection drivers must be reachable by the Town’s designee while on a collection route. If any solid waste is not timely collected, drivers must collect the missed collection prior to the day’s end.
 - e. Contractor agrees to provide high quality, prompt, and responsive Services, including by managing and documenting collection efforts and responding promptly to missed collections and complaints. If collection receptacles break or waste spillage occurs during the collection process, Contractor must clean the area immediately.
 - f. Contractor agrees to comply with the Town of Gouldsboro Solid Waste Ordinance, the Maine Solid Waste Management Rules, 96 C.M.R. Ch. 411, and any other applicable laws and regulations.
3. Contract Price. This Contract is a fixed price contract. The Contract Price is as set forth in Contractor’s Bid Form, attached hereto and made a part hereof, and includes all items and services necessary for the Contractor’s performance of the Services, including fuel, vehicles, and equipment, as well as all overhead and profit, fees, and costs.
4. Payment. For satisfactory Services rendered, the Town agrees pay to Contractor monthly in arrears a pro-rated amount equal to 1/12th of the annual Contract Price.
5. Insurance. Contractor agrees to carry: (a) workers’ compensation insurance (state—statutory limit; employer liability—\$500,000); (b) general liability insurance (personal injury and property—limits not less than \$1,000,000 each occurrence/\$2,000,000 aggregate); and (c) vehicle liability insurance

(personal injury and property—limits not less than \$1,000,000 each occurrence/\$2,000,000 aggregate). Contractor must list the Town as an additional named insured on the general and vehicle liability insurance policies, and must furnish to the Town certificates evidencing all insurance required hereunder prior to commencing the Services and no later than June 1 of each year of the Term.

6. Indemnification. Contractor shall indemnify and hold harmless the Town and its officers, officials, agents, and employees from all suits, actions, damages, expenses, and demands arising out of or caused by any negligent or wrongful act or omission of Contractor or its employees, agents, or subcontractors (“Indemnifying Parties”) in connection with Contractor’s performance of the Services or any failure by Indemnifying Parties to comply with applicable laws. The indemnification obligations under this section shall not be construed to or operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or other protections available to the Town pursuant to applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et seq.*
7. Termination. The Town may terminate this Contract for cause at any time, or for convenience with 30 days’ prior written notice to Contractor. In the event of such termination, Contractor shall cease performing the Services and shall receive compensation for any undisputed amounts for Services satisfactorily completed prior to termination. Contractor will not be entitled to recover any lost profits on Services not provided as of the termination date.
8. Miscellaneous. This Contract is governed by the laws of Maine, without giving effect to its conflicts of law provisions. Contractor shall not assign or transfer any of its rights or delegate any of its obligations under this Contract without the prior written consent of the Town. The relationship between the parties is that of independent contractors, and nothing contained in this Contract shall be construed as creating any employment relationship between the parties. Provisions of this Contract that should reasonably be considered to survive termination of this Contract shall survive. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Contract as of the Effective Date.

TOWN OF GOULDSBORO

CONTRACTOR:

Name: Joshua McIntyre
Title: Town Manager

Name:
Title: