

TOWN OF GOULDSBORO

INVITATION FOR BIDS FOR TRANSFER STATION OPERATION

Bid Invitation Issue Date:	March 6, 2026
Bid Submission Deadline:	March 20, 2026
Bid Opening:	March 23, 2026
Anticipated Contract Award Date:	March 26, 2026

The Town of Gouldsboro (the “Town”) invites bids for a three-year contract beginning July 1, 2026 for the operation of its municipal transfer station located at 56 Walters Road. The full scope of services is set forth in the attached *Transfer Station Operation 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.

INSTRUCTIONS TO BIDDERS

- **Bid Submission Deadline:** Bids must be submitted on or before **12:00 p.m. on Friday, March 20, 2026**. Bids will be opened in the Meeting Room of the Town Office at 2:00 p.m. on Monday, March 23, 2026. The public is welcome to attend in person or to view the opening via Zoom:
<https://us02web.zoom.us/j/8018727702?pwd=WjJmUFhyWVNKZmphOUdoTTdwbDRLUT09>
Meeting ID: 801 872 7702
Passcode: 4uFgxX
- The contract will be awarded during the Select Board meeting on Thursday, March 26, 2026, which begins at 5 p.m. at the Town Office. Bidders may attend the meeting or join via Zoom using the same information as above.
- **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 –TRANSFER STATION OPERATION” 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- **Firm Bids:** Bids submitted to the Town before the bid submission deadline may be withdrawn by written notice to the Town Manager.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 complaints, and (4) the proposed fixed annual cost of the services.

The Town reserves the right to accept or reject any or all bids or proposals, to investigate the qualifications of any bidder or respondent, and to waive or not waive any and all informalities or technical/immaterial nonconformities in the bids or proposals or with procedures if in the best interests of the Town, and to exercise judgment in evaluating bids and proposals.

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 *Transfer Station Operation Contract*, within seven (7) days of the Town's acceptance of the bid and award of the contract.

Town of Gouldsboro
INVITATION FOR BIDS
FOR TRANSFER STATION OPERATION

BID FORM

BIDDER: _____

Experience: Summarize the experience of the bidder in operation of transfer stations:

Capacity: Explain any limitations on the bidder's capacity to provide for the operation of the Town's transfer station:

Operation Issues: Describe how the bidder intends to respond to complaints:

Price: The undersigned bidder agrees to provide the services as set forth in the attached *Transfer Station Operation Contract* for the following fixed annual price:

CONTRACT PRICE:

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

Year 2 (July 1, 2027 – June 30, 2028): \$ _____

Year 3 (July 1, 2028 – June 30, 2029): \$ _____

Total (July 1, 2026 – June 30, 2029): \$ _____

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 *Transfer Station Operation 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: _____

TRANSFER STATION OPERATION CONTRACT

This TRANSFER STATION OPERATION CONTRACT (“Contract”) is entered into as of _____, 2026 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, 2026 and expires on June 30, 2029.
2. Scope of Services. Contractor agrees to provide the following services to the Town (the “Services”):

Contractor is required to operate the transfer station on Fridays (12:00PM-4:00PM) and Sundays (10:00AM-4:00PM) regardless of weather conditions or holidays. The contractor is required to furnish a backhoe/loader (with operator) of sufficient size to thoroughly compact construction waste and metals into separate 50-yard roll off containers and to lift heavy metal objects from vehicles into the containers or into storage areas (120 Class-minimum 5 ton). The contractor will also be responsible for seasonal snow removal and grass mowing. The contractor is not responsible for the cost of disposing the collected waste. The contractor must comply with State transfer station requirements, as well as local operating instructions.

The Contractor will also be responsible for ensuring that only residents of Gouldsboro use the transfer station and that all users display a proper town sticker on their vehicle. Contractor will ensure that all debris is deposited in the appropriate container and verify that any required fees have been paid at the town office. Contractor will maintain a log of all persons using the transfer station. Contractor is also responsible for burning the clean wood, brush, and Christmas trees. The Contractor will report directly to the Town Manager and is required to maintain all required certification.

Contractor agrees to comply with all Town of Gouldsboro ordinances as well as 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: