

SECTION ONE

**PENOBSCOT COUNTY
UNORGANIZED TERRITORIES
SOLID WASTE REFUSE COLLECTION
INSTRUCTIONS TO BIDDERS**

1. The Penobscot County Commissioners are soliciting bid proposals for the collection of municipal solid waste, (**MSW**) as outlined in the specifications, in Argyle & Greenfield Townships. The bid specifications are comprised of the following sections, all of which represent an integral part of the County's request for bid proposals.
 1. Instructions to Bidders
 2. Bid Sheet
 3. Contract Specifications
 4. Company Equipment & Experience Questionnaire
 5. Route Maps
 6. Sample Contract

Prospective bidders should thoroughly familiarize themselves with all the sections of these specifications, as an incomplete bid proposal may be grounds for disqualification. Any questions concerning these specifications shall be addressed to; Shaw Weeks, Director, Penobscot County, Unorganized Territory Administration, 97 Hammond Street, Bangor, ME or by calling 942-8566.

2. All bids must be submitted on the attached bid sheet supplied by the County and included herein. All bids must be signed and placed in a sealed envelope bearing the name and address of the bidder, and clearly marked on the outside: **SOLID WASTE COLLECTION BID** and addressed to:

PENOBSCOT COUNTY
UNORGANIZED TERRITORY ADMINISTRATION
SHAW WEEKS, DIRECTOR
97 HAMMOND STREET
BANGOR, ME 04401

No bid will be accepted after the time specified for bid closing.

3. Sealed bids are **due no later than 4:00PM, FRIDAY, May 27, 2022** at the Penobscot County Commissioner's Office. Bids will be opened Tuesday May 31, 2022 at 9:30 AM at the regular meeting of the Penobscot County Commissioners.
4. After the bid opening, Penobscot County may make such investigation, as it deems necessary to determine the ability of the bidders to perform the work. Bidders shall furnish to the County all such information and data, as the County shall request, for this purpose. The County of Penobscot reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Penobscot County Commissioners that such bidder is properly qualified to carry out the obligation of contract and to complete work contemplated therein.

SECTION ONE (CONTINUED)
INSTRUCTION TO BIDDERS
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5. For the purpose of this contract, the contract period for municipal solid waste collection shall be July 1, 2022 through June 30, 2025, with two optional one-year extensions.
6. The Contractor shall carry an insurance policy providing complete broad form Comprehensive General Liability, insuring to include, but not limited to, Manufacturer's and Contractor's Liability, Independent Contractor's Liability, Contractual Liability, Complete Operations Liability and automobile insurance, including hired and non-owned, insuring the Contractor and the County, limits of which shall not be less than **\$1,000,000** for combined bodily injury, and property damage. Said insurance shall be provided by an insurance company licensed to do business in the State of Maine. The County shall be named as an additional insured with the Contractor under the aforesaid insurance policies. The Contractor also shall carry adequate insurance to cover the risk and requirements specified under the Worker's Compensation Laws of the State of Maine, if needed. In lieu of Worker' Comp insurance, the contractor must provide proof of Independent Contractor status from the Maine Worker's Compensation Board. Bids must include a copy of the certificate of insurance for the above described policies or a letter of intent to insure from the bidder's insurance agent.
7. An annual performance bond to the County of Penobscot, in the amount of **Twenty percent (20%)** of the yearly contract price, with a corporate surety licensed to do business in the State of Maine and approved by the County of Penobscot, will be required for the faithful performance of this contract, unless at their option, the County Commissioners allow the bid subject to the terms listed below. The party to whom this contract is awarded will be required to execute the agreement and obtain the performance bond within **15 (Fifteen)** calendar days, from the date when the notice of award is delivered to the bidder. If the performance bond is not received by the County of Penobscot as stated above, the County may at their option, consider the bidder in DEFAULT or may allow the bid, which would require the Contractor to execute the contract under the following terms and conditions: In lieu of a Performance Bond, the Contractor will pay to the County a non-refundable fee amounting to 5% of the contract price for each season in which a Performance Bond is not provided. Either the Performance Bond or the fee will be delivered to the County 15 days after the contract award for the first year of the contract and by May 31st of each consecutive year.
8. Maps outlining the routes to be collected are attached and are made part of this contract.
9. Penobscot County is offering the option to submit your bid with or without a fuel adjustment clause. The clause shall read as follows: If the average monthly price of diesel rises above \$5.00 per gallon as reported by the Energy Information Administration for the New England area, the Contractor will charge the County a fuel surcharge. The surcharge will be the cost per gallon above \$5.00 for every gallon purchased during that month and attributed to this contract. The Contractor will be responsible to submit fuel receipts and a mileage log for all

SECTION ONE (CONTINUED)
INSTRUCTION TO BIDDERS
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gallons used on the roads under this contract. Payment of the fuel surcharge will be made at the end of each month with the mutual consent of both parties.

The County of Penobscot, through its County Commissioners, reserves the right to **ACCEPT OR REJECT** any or all bids in whole or in part. The County of Penobscot, acting through its County Commissioners, reserves to itself, the exclusive right to accept high bids when in the County Commissioner's sole discretion believes it would be in the best interest of the Unorganized Territories. In making such a decision, the Penobscot County Commissioners may consider, but not be limited to, any of the following factors: quality, specifications, number of materials bid, access to suppliers, availability of delivery time of items bid, location of manufacturers, location and reputation of the bidder.

SECTION TWO

**PENOBSCOT COUNTY
UNORGANIZED TERRITORIES
SOLID WASTE REFUSE COLLECTION
BID SHEETS**

Bidders must use this bid sheet as provided by the County. Failure to do so will result in disqualification. Bids for yearly fees shall be made in writing as well as in figures. In the event of discrepancies between the written figures and the numbers, the written figures will govern. In the event of a discrepancy between the unit prices and the totals, the sum of the unit prices will govern.

Penobscot County Commissioners
Laura Sanborn, Chair
97 Hammond Street
Bangor, ME 04401

To the Chair:

I (We) hereby declare that I (We) have examined the “Instructions to Bidders”, “Specifications for Solid Waste Collection”, “Company Equipment and Experience Questionnaire”, and “Sample Contract” and all conditions including streets and roads in the unorganized territories of Penobscot County, affecting the provision of solid waste refuse collection and hereby prepare to collect, remove and dispose of all municipal solid waste (MSW), from the Unorganized Territories of Penobscot County as outlined in the enclosed maps.

The undersigned submits this proposal without collusion with any other person, individual or firm. The undersigned ensures the authority to act in behalf of the corporation, partnership or individual they represent.

Signature _____

Name (print) _____

Title _____

Company _____

Address _____

Telephone _____

Notary:
State of Maine, County of Penobscot

On _____, 2022 the above named _____ personally appeared before me and acknowledged the foregoing instrument by him/her subscribed to be his/her free act and deed.

Notary Public

SECTION TWO (CONTINUED)
BID SHEETS (ARGYLE/GREENFIELD)

1. The bid price for the first fiscal year of this contract, from July 1, 2022 until June 30, 2023 and is to include collection of all municipal solid waste as specified.

Bid Price \$ _____ (numeric)
Bid Price _____ (written)

2. The bid price for the second fiscal year of this contract, from July 1, 2023 until June 30, 2024 is to include collection of all municipal solid waste as specified.

Bid Price \$ _____ (numeric)
Bid Price _____ (written)

3. The bid price for the third fiscal year of this contract, from July 1, 2024 until June 30, 2025 is to include collection of all municipal solid waste as specified.

Bid Price \$ _____ (numeric)
Bid Price _____ (written)

4. The **TOTAL BID PRICE** for the fiscal years of this contract July 1, 2022 until June 30, 2025 is to include collection of all municipal solid waste as specified.

Bid Price \$ _____ (numeric)
Bid Price _____ (written)

5. The bid price for the optional fourth fiscal year of this contract, from July 1, 2025 until June 30, 2026 and is to include collection of all municipal solid waste as specified.

Bid Price \$ _____ (numeric)
Bid Price _____ (written)

6. The bid price for the optional fifth fiscal year of this contract, from July 1, 2026 until June 30, 2027 and is to include collection of all municipal solid waste as specified.

Bid Price \$ _____ (numeric)
Bid Price _____ (written)

7. Does your bid include the fuel clause as described in Section 9 of the Instruction to Bidders?

Yes _____ No _____

Contractor Name

Telephone Number

SECTION THREE

PENOBSCOT COUNTY UNORGANIZED TERRITORIES CONTRACT SPECIFICATIONS FOR SOLID WASTE COLLECTION, OPERATION AND MAINTENANCE

1. GENERAL DESCRIPTION:

The work to be performed consists of the complete collection of all municipal solid waste, on a weekly basis (unless otherwise stated) in the Unorganized Territories of Penobscot County, to include the operation and maintenance thereof. It shall be the duty of the Contractor to collect any and all municipal solid waste set out as long as the set out conforms to weight and size specifications herein listed.

It shall be the Contractor's duty to report, in writing, any violation of the ordinances in respect to the condition and location of cans, detachable containers, and other units to the County Commissioners or their authorized representative. The County Commissioners, or their authorized representative, shall make the final judgment as to such conditions and locations.

2. COLLECTION SCHEDULE:

All residential collections shall be made between the hours of 7:00 a.m. to dusk, but no later than 6:00 p.m., Monday through Friday. Collection shall be on a weekly basis.

3. EMPLOYEES TO BE COURTEOUS, ETC:

The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible.

4. EMPLOYEES TO USE WALKS:

Employees, in collecting municipal solid waste, shall follow the regular walks for pedestrians while on private property. They shall also replace all cans and covers behind the curb line.

5. EMPLOYEES NOT TO TRESPASS:

Employees shall not trespass or loiter, cross property to adjoining premises, or meddle with property that does not concern them.

6. LOADING:

Extra care shall be taken in the loading and transportation of municipal solid waste so that none of the materials to be collected are left either on private property, or on the streets. No municipal solid waste is to be left on the streets by the Contractor.

7. EMERGENCY COLLECTIONS:

Adequate provisions shall be made by the Contractor to provide special collections when municipal solid waste and other waste that has not been collected during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor when ordered by the County at no cost to the County or the occupant.

8. COLLECTION EQUIPMENT:

In collecting municipal solid waste, and other waste under this contract, the Contractor shall use metal, watertight, completely enclosed "**PACKER TYPE**" bodies that are designed and manufactured for the collection of municipal solid waste. The level of compaction shall be at all times equal to that specified by the vehicle's manufacturer.

TWO, 15 yard or larger, rear loading packer type vehicles shall be required. In lieu of the second, back-up vehicle, the Contractor must provide a provisional plan for a back-up truck that would be used in the event of a primary vehicle break down. Penobscot County reserves the right to approve or reject the provisional plan.

Prior to commencement, any and all vehicles to be used must be registered in the State of Maine. Proof of registration must be forwarded to the County for their records, and on the anniversary date every year thereafter. The contractor shall be required to submit detailed specifications on his equipment, or proposed equipment, with his bid.

Additionally, the Contractor shall insure that any and all pieces of equipment shall be in safe and sound mechanical condition. Documentation (State inspection certificates), must be forwarded to the County prior to commencement of the contract and on the anniversary date every year thereafter, for their records. The County reserves the right to request additional documentation, or have the vehicles inspected by an inspector of their choosing, for cause.

9. METHOD OF DISPOSAL:

The Contractor shall deliver, at his/her cost, all waste to the PERC facility in Orrington, Maine or to an alternate site approved by the County. The Contractor agrees that it will operate under applicable rules and regulations that may be a requirement of using said facilities. If at any time during the life of this contract, the Orrington Incinerator, Solid Waste Recovery Plant (PERC) is closed, the Contractor shall deliver municipal solid waste collected in the Unorganized Territories to an approved alternate facility, within a **Ten (10)** mile radius of the PERC plant at no increased cost to the County. Transportation fees for delivery to an approved facility in excess of the 10-mile radius shall be established by negotiation between Contractor and the Penobscot County Commissioners.

10. OWNERSHIP OF EQUIPMENT:

All vehicles, facilities, equipment and property used in the performance of this contract shall be wholly owned by the Contractor. Leasing or rental agreements shall be allowed and conditional sales contracts, mortgages, or other contractual agreements for financing the purchase of such use from sub contractors may be instituted as long as they comply with all the laws, rules, and regulations stated herein.

11. CLEANING:

The Contractor shall perform adequate cleaning of its vehicles and equipment. All vehicles shall be kept in a clean and sanitary condition, and all vehicles shall be steam cleaned, inside and out, and washed with soap and water or detergent, at least once a month and more frequently in the summer months to prevent foul odors.

12. PAINTING OF VEHICLES AND EQUIPMENT:

All collection vehicles shall be painted and numbered and shall have the Contractor's name and number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side of each vehicle. No advertising shall be permitted other than the name of the Contractor or the name of the business.

13. PARKING OF VEHICLES:

The Contractor shall not use property in any area zoned as residential for parking, standing, washing, cleaning or storing of its vehicles or equipment without the approval of the County.

14. REPORTS, MAPS AND ROUTING:

Contractor shall also furnish all information necessary for the County to submit the annual solid waste report to the State of Maine.

The current collection day for Argyle and Greenfield Townships is Tuesday. The collection day may be changed with the approval of the Penobscot County Commissioners.

15. CONTRACTOR'S OFFICE:

The Contractor shall be required to provide the name and phone number of a contact person who is available 24 hrs. per day to take care of complaints, orders for special service or instructions from the County. The company name and phone number shall be affixed to the trucks and containers for the use of the general public by either sticker or painted legibly.

SECTION THREE (CONTINUED)
CONTRACT SPECIFICATIONS
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17. PERMITS:

The Contractor shall take out and pay for any permits required by the County or any other governmental authority that may be required under this contract. Further, the Contractor shall be obligated to protect all public and private property. If such utilities are damaged by reason of the Contractor's operations under this contract, the Contractor shall repair or replace the same promptly. Failure to do so shall cause the County to make such repairs or replacements. The cost of doing so shall be deducted from the Contractor's monthly payment from the County.

18. INSURANCE:

The Contractor shall carry an insurance policy providing complete broad form Comprehensive General Liability, insuring to include, but not limited to, Manufacturer's and Contractor's Liability, Independent Contractor's Liability, Contractual Liability, Complete Operations Liability and automobile insurance, including hired and non-owned, insuring the Contractor and the County, limits of which shall not be less than **\$1,000,000** for combined bodily injury, and property damage. Said insurance shall be provided by an insurance company licensed to do business in the State of Maine. The County shall be named as an additional insured with the Contractor under the aforesaid insurance policies. The Contractor also shall carry adequate insurance to cover the risk and requirements specified under the Worker's Compensation Laws of the State of Maine, if needed. In lieu of Worker' Comp insurance, the contractor must provide proof of Independent Contractor status from the Maine Worker's Compensation Board. The successful bidder shall, within Fifteen **(15)** days after receipt of notification that the contract has been awarded, furnish certificates evidencing its compliance with the provisions of this paragraph. Such policy shall provide that the County be given a minimum of Thirty **(30)** days prior written notice regarding any change, cancellation, or lapse of such policy.

The Contractor shall indemnify and save the County harmless from and against any and all loss, damage, actions, claims, suits, judgments, and liability and reasonable attorney's fees in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, conduct, or operation of or by Contractor under this contract. Contractor shall also pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the County in enforcing any and all terms and covenants hereunder.

19. PERFORMANCE BOND:

Before the contract between the Contractor and the County shall be valid or binding, the Contractor shall furnish unto the County, a proper Performance Bond, to be approved by the Penobscot County Commissioners. Conditioned that the Contractor shall faithfully perform all provisions and terms of the contract and related documents and pay all laborers, mechanics and subcontractors, and all persons who shall supply such Contractor with such revisions and supplies for the carrying on of such work. This bond shall be signed by the Contractor and the bonding/surety company or bank licensed to do

SECTION THREE (CONTINUED)
CONTRACT SPECIFICATIONS
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business in the State of Maine and shall be in the amount of **Twenty percent (20%)** of the annual total contract price, whichever is higher. The Performance Bond shall, at all times, be kept in full force and effect unless at their option and in lieu of a Performance Bond, the County Commissioners allow the contractor to pay a non-refundable fee amounting to 5% of contract price for the season in which a Performance Bond is not provided. Either the Performance Bond or the fee will be delivered to the County 15 days after the contract award for the first year of the contract and by May 31st of each consecutive year.

20. CONTRACTOR TO MAKE EXAMINATION:

The Contractor shall make its own examination, investigation and research regarding the proper method of doing the work, and all conditions affecting the work to be done, the labor, equipment and materials need thereon, and the quantity of the work to be performed.

The Contractor agrees that it has satisfied itself by its own investigation and research regarding all of such conditions, and that its conclusion to enter into the proposed contract is based upon such investigation and research. The contractor shall make no claim against the County because of any estimates, statements, or interpretations made by the officer or agent of the County, which may prove to be in any respect erroneous.

The Contractor assumes the risk of all conditions foreseen and unforeseen and agrees to continue the work without additional compensation under whatever circumstances, which may develop other than as herein provided.

21. COMPLIANCE WITH LAWS:

Contractor shall keep himself/herself fully informed of all federal and state laws and all rules and regulations in any manner affecting the work or performance of this contract. At all times, the Contractor will observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein. The Contractor shall indemnify the County, its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

22. WORKERS:

All workers employed by the Contractor shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this contract due to the Contractor's inability to obtain workers of the number and skill required shall constitute a default of the contract. Workers shall wear personal protective equipment as specified by OSHA regulations at all times during the performance of this contract.

23. COMPANY NAME:

The Contractor shall not use a firm name containing the words "**COUNTY OF PENOBSCOT**" or any words implying municipal ownership.

24. HOLIDAYS:

Contractor shall designate which holidays it will observe and provide the County with a holiday schedule by December 1st of the prior year. When a holiday that the Contractor observes, occurs on a scheduled collection day, that day's collection shall be delayed one day. In the event that a holiday occurs on Friday, collections must be made on Saturday to complete the week. Sunday collections will not be permitted at any time.

25. SERVICE RATES AND ADJUSTMENTS:

For the purpose this contract the fiscal year shall be from July 1 to June 30. The anniversary date shall be from date of implementation for a period of one year. This contract shall be for 3 years with an option for two, one-year extensions upon mutual agreement of the Contractor and the Penobscot County Commissioners. Thirty (30) days prior to July 1 (annually) the contract price will be adjusted up or down, due to any significant increase or decrease in the service required of this contract or the number and size of containers placed as provided in this contract.

26. DISAGREEMENTS:

To prevent all disputes or litigation, it is to be understood that all questions arising as a result as to the proper performance and the amount of work to be paid under this contract shall be the final and sole decision of the County Commissioners. There will be annual adjustments in service rates for the term of this contract for any significant increase or decrease in the service required of this contract. The increase and decrease will be by mutual agreement between the Contractor and the County.

27. BILLING AND PAYMENT TO CONTRACTOR:

The County shall make payments on a monthly "arrears" basis. The Contractor shall issue an invoice to the County at the end of each calendar month for the total amount of the monthly installments (annual contract price divided by 12) with NET 30 specified on the invoice.

Upon receipt of the invoice, the County shall make payment to the Contractor in accordance with its normal invoice payment cycle.

28. NON-ASSIGNABILITY AND TERMINATION OF CONTRACT:

This contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, nor shall any part thereof be subcontracted without prior written approval of the County being first obtained.

SECTION THREE (CONTINUED)
CONTRACT SPECIFICATIONS
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The County reserves the right to cancel or terminate the contract at any time in case the Contractor fails or neglects to perform or adhere to any provisions, terms, or regulations of the contract, or fails to abide by any of the conditions or covenants herein contained.

29. JUNK OR SALVAGE:

All junk or salvage of any kind or nature collected by the Contractor shall become its property and the Contractor agrees to make proper provision for the disposition of any such junk or salvage as the case may be.

30. LOCAL IMPROVEMENTS:

The County reserves the right to construct any improvement or to permit any such construction in any street or way in such a manner as it may direct, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor, shall, however, by whatever method he elects, continue to collect the municipal solid waste to the same extent as though no interference existed upon the streets or ways formerly traversed. This shall be done without extra cost to the County of Penobscot.

31. PERC DELAYS:

It is the responsibility of the bidders to be aware of the potential for delays in their dumping at the PERC incinerator in Orrington.

The County, not the Contractor, shall be responsible for the tipping fees.

32. CO-MINGLING:

Co-mingling of municipal solid waste by either, other personal, commercial, municipal or state entities is not allowed unless approved by a majority vote of the Penobscot County Commissioners. Co-mingling of waste without written approval will constitute a default of this contract. Repayment of tipping fees shall be negotiated at such time as discussions allowing co-mingling take place.

33. TIE BIDS:

Notwithstanding any other provision of the bid documents, all tie bids will be resolved by the Penobscot County Commissioners.

34. TRANSFERABILITY:

No portion of this contract shall be transferred to another individual, corporation or partnership without the prior written consent of the Penobscot County Commissioners and by mutual agreement with the Contractor.

SECTION FOUR (CONTINUED)
EQUIPMENT & EXPERIENCE QUESTIONNAIRE
PAGE 2 OF 2

- C) What was the 2021 calendar year, liquidity ratio for the corporation or parent company (current assets/current liabilities) _____

- D) Names of officers _____

5. From what municipalities have you had collection contracts that required the removal and disposal of garbage, ashes and refuse? Name each municipality. _____

6. Have you failed at any time to complete a contract? If so, with what municipality and state the circumstances. _____

7. Have any of your partners or any officers of your corporation failed to complete a contract? _____

(if so, state the name of the individual, municipality and give reason thereof. _____

8. Did your organization or any member of it, when the lowest bidder on a municipal contract, withdraw your or his bid? _____
9. Have any liens of any kind been filed against any of your contracts? _____
Give details. _____
10. Give the name, address and telephone number of the surety (bonding) company that will furnish you with a performance bond as set fourth is the advertisement and specifications for the work. _____

11. Are there any unsatisfied judgements recorded against you, your partnership, organization or any member of it? _____

12. If so, give the name and address of each creditor and the amount of each judgment. _____

13. Give the name and addresses of the principals of the firm. _____

SECTION SIX

**PENOBSCOT COUNTY
UNORGANIZED TERRITORIES
“SAMPLE”**

SOLID WASTE REFUSE COLLECTION CONTRACT

The Penobscot County Commissioners, acting in their capacity as Municipal Offers in and for the Unorganized Territories, herein after referred to as “The County”, in accordance with the vote of said Commissioners at their regular meeting held _____, 2022 enter into contract with _____ of _____, Maine hereinafter referred to as “The Contractor” for removal of municipal solid waste (MSW) and refuse, hereinafter described and designated under the following terms:

1. The Contractor agrees to provide collection services, as described in the “Contract Specifications”, for the three-year period of this contract and for the two optional contract years if mutually agreed upon by both parties.
2. For the services referred to in paragraph one above, the County agrees to pay the Contractor, subject to the terms, conditions and specifications of this contract.

DEMOGRAPHICS

TOWN

HOUSING UNITS

Year Round Seasonal

Argyle	126	14
Greenfield	138	118

**Housing unit numbers are estimates based on
Maine Revenue Services Taxpayer Listing.**

TONNAGE

Tuesday Schedule

Argyle & Greenfield
High – 6.43 tons
Low – 2.42 tons
Average – 4.67 tons

SAMPLE CONTRACT

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In consideration of the faithful performance of the work set forth above, Penobscot County agrees to pay the Contractor for the removal of municipal solid waste (MSW) in the Unorganized Territories listed above, as follows:

Contract Year	Contract Price	Monthly Payment
2022 - 2023		
2023 - 2024		
2024 – 2025		
2025 – 2026 (optional)		
2026 – 2027 (optional)		

All of which shall be payable upon billing by the Contractor and according to the terms of Section Number Twenty-Seven (27) of the Contract Specifications.

Prior to the contract date of July 1, (annually) the contract price shall be adjusted up or down, due to any significant increase or decrease in the service required of this contract or the number and size of containers placed as provided in this contract. The agreed upon price shall then be divided into twelve (12) equal, monthly installments and shall be payable upon billing by the Contractor and according to the terms of this contract, Section Number Twenty-Seven (27), for each consecutive year until the term of this contract shall expire.

IN WITNESS WHEREOF, the parties to this agreement have executed the same in triplicate on this _____ day of _____, 2022, and hereunto set our hands.

PENOBSCOT COUNTY
COMMISSIONERS

Witness

Laura Sanborn, Its Chair

Peter K. Baldacci

Andre E. Cushing III

Witness

Contractor