**Request for Statements of Interest**

**Regional Residential Solid Waste Management / Transfer Facility**

**65 Campground Road (Lot 6), New Haven, VT 05472**

**June 5, 2024**

1. **Introduction**

The Addison County Solid Waste Management District (“District”) is requesting Statements of Interest (“SOI”) from licensed commercial waste haulers to enter into an agreement (“Agreement”) to operate at Lot 6 of the Norris Business Park, King’s Way, at 65 Campground Road in New Haven. The selected party (“Operator”) will provide mobile collection at a regional drop-off (“Drop-off”) for residents of District member municipalities to drop off bagged municipal solid waste (“MSW”), single stream recyclables (“Recyclables”), food scraps, and leaf & yard debris (at least seasonally) on the lot currently owned by the District.

This solicitation invites Operators to submit materials describing their qualifications for the project, plan of operation, and rate structure. Operators are expected to address all items included in Section 3. “General Requirements.”

1. **Premises.** The premises consist of approximately 3.4 acres of land located on Lot 6 of the Norris Subdivision at 65 Campground Road, together with access via King’s Way to the Drop-off, including but not limited to vehicle and pedestrian access.

**3. General Requirements**

1. The Operator will accept the following materials from District residents:
2. **Municipal Solid Waste** – “MSW” (Trash)
3. **Single Stream Recyclables** – All Vermont-mandated (blue bin) recyclable materials will be accepted as single stream. “Mandated Recyclables” shall mean the following source-separated, mixed materials:

* aluminum and steel cans;
* aluminum foil and aluminum pie plates;
* glass bottles and jars from foods and beverages;
* polyethylene terephthalate (PET) plastic bottles or jugs;
* high density polyethylene (HDPE) plastic bottles and jugs;
* corrugated cardboard;
* white and colored paper;
* newspaper;
* magazines;
* catalogues;
* paper mail and envelopes;
* boxboard;
* paper bags.

1. **Food Scraps**
2. **Leaf & Yard Debris** – at least seasonally, 1-2 times per month in spring and fall (April-May and October-November), and in summer (June, July, August).
3. The Operator will provide a “Mobile Solid Waste Collection Operation” as defined in the *VT Solid Waste Rules* and the *District Waste Management Ordinance* (“WMO”):

“A ‘Mobile Solid Waste Collection Operation’ shall mean the operation of a vehicle or trailer, or a container on or attached to such vehicle or trailer, used to collect Solid Waste by Commercial Haulers or by Self-Haulers, provided that: (a) the vehicle or trailer is registered and inspected as required by the State; (b) the vehicles, trailers, or containers used to collect Solid Waste must prevent the release of all Solid Waste and related liquids; and (c) Solid Waste collected pursuant to such an operation is delivered to a certified Waste Management Facility by the end of the next business day, or within 48 hours of collection, whichever is later.”

The Operator will provide designated collection vehicles during operating hours for: MSW, Recyclables, and Food Scraps. Any trailer or container must remain attached to a vehicle. The site is not permitted nor designed to accommodate roll-off containers or trailers to remain at the site after closing. Leaf & Yard Debris may be placed into the concrete bunker at the Drop-off site or delivered to a facility licensed to manage it. Per the District WMO, all MSW for disposal must be delivered to the District Transfer Station at 1223 Rt. 7 South, Middlebury, VT. Recyclables and Food Scraps may be delivered to any materials recovery facility, compost facility, or other facilities licensed to manage those materials.

1. The Drop-off may be used by residents of any member municipality of the ACSWMD. (As used herein, the term "Resident" shall mean any individual, partnership, company, corporation, association, unincorporated association, joint venture, trust, municipality, agency, department, and any other legal entity, residing in and having his, her, or its domicile in the District) that drops off material in bags, buckets or other small containers that can be emptied into Operator’s vehicles. The Operator will direct customers to take all other materials such as Construction & Demolition Debris (C&D), Clean Wood, Batteries, Electronics, Appliances, Tires, Fluorescent lamps, Textiles, Books, Used Oil, and Household Hazardous Waste (“HHW”) to the District Transfer Station at 1223 Rt. 7 South, in Middlebury.

**D.** The Drop-off is permitted to be open three (3) days per week throughout the year, 7:00 a.m. – 2:00 p.m., Mondays, Wednesdays, and Fridays, and 7:00 a.m. – 12:00 p.m. on Saturdays. Mondays and Wednesdays are negotiable. The Operator may also subcontract one of the three days to another licensed commercial hauler after approval of the District. The facility will be closed on the following holidays:

New Year’s Day Memorial Day

Independence Day Thanksgiving Day

Labor Day Christmas Day

**E. Permits.** The Drop-off site is fully permitted for mobile solid waste collection in Phase 1.

**F. User Rates and Data Collection**

The Operator will establish rates on a unit-based fee structure based on volume or weight, in accordance with Article IV, Section 4.12(G) of the District WMO. The Operator will define how they will set user rates and on what basis they will propose to adjust the rates. The Operator will list each type of fee to be in effect between August 1, 2024 – December 31, 2024. In addition, the Operator will specify the maximum potential percentage increase for each user fee between January 1, 2025 and July 31, 2025. Rates may be changed with approval of the District Board of Supervisors.

The Operator will gather and submit, if requested by the District, information documenting Solid Waste collected at the Drop-off:

* Number of customer vehicles per day.
* Number of daily hauls for:

a. MSW

b. Single Stream Recyclables

c. Food Scraps

d. Leaf & Yard Debris

**G. Community Engagement.** The Operator will include in their SOI details on how they will include community engagement and feedback related to the operation of the Drop-off.

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**4. Conditions of Use of the Site**

**A.** **Waste Removal**. The Operator shall remove all waste (except for leaf & yard debris in the bunker) from the site by the end of the day. The Operator shall at all times maintain the premises in a neat and orderly condition.

**B.** **Property Maintenance**. The Operator will communicate regularly with the District regarding site conditions that might need to be addressed.

1. **Entrance Road**. The District will ensure that routine maintenance of the property and its right-of-way, including but not limited to patching potholes, removing snow and ice, sanding, brush cutting, and maintaining drainage ditches, is performed.
2. **Quiet Enjoyment.** The Operator will quietly have and enjoy the premises during the term of the agreement, without hindrance or interference from the District.

**E. Indemnifications**

**(a)** The Operator agrees to indemnify, save harmless and defend the District from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs of defense, settlement and reasonable attorney’s fees, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects to the environment, or any violation of governmental laws, regulations, or orders caused, in whole or in part by:

1. The Operator’s breach of any term or provision of the Agreement with the District; or
2. Any negligent or willful act or omission of the Operator, its employees, or subcontractors in the performance of the Agreement.

**(b)** The District agrees to maintain liability insurance during the term of the Agreement and will provide proof of said insurance.

**F. Insurance.** The Operator shall keep in force at its expense Commercial Vehicle Liability Insurance. The Operator’s insurance policies and Certificate of Insurance shall name the ACSWMD as “Additional Insured,” demonstrating that the insurance is in force for each vehicle noted on the ACSWMD Commercial Hauler’s License, with a combined single limit of $1,000,000 for each occurrence.

**G. Access**

**(a)** The Operator will allow the District to pass through the premises: (i) to provide access to and egress from the premises; (ii) to monitor existing or future conditions on the premises; and (iii) for other legitimate purposes.

**(b)** The District will allow the Operator and its agents to enter the premises during normal business hours, even when the Drop-off is not open to the public, to open and close the Drop-off.

**H. Security.** The Operator will maintain all signs and gates established by the District at the Drop-off. The Operator must secure the Drop-off during non-working hours by locking the gate.

1. **Affirmative Covenants**
2. The District will provide screening at the Drop-off, in accordance with its permits.
3. The Operator will undertake reasonable efforts to prevent any offensive odors or unreasonable noise that are created from Drop-off operation.

**J. Miscellaneous**

1. **Term.** The Agreement shall be for a one (1) year term commencing on August 1, 2024 – July 31, 2025.
2. **Extension of Term.** The Operator may, upon mutual agreement between the District and the Operator, extend the term of the Agreement for an additional one (1) year. Phase 2 construction on the Lot is planned for CY2026, at which point, the site will not be available. However, accommodation at the adjacent “Church Lot” might be available as a temporary staging area until Phase 2 construction is completed. The option to extend may be exercised by the Operator by giving written notice to the District not more than 12 months nor less than 3 months prior to the expiration of the then existing term. The District will have 30 days to accept or deny the request. Each extended term shall be upon the same terms and conditions, as per agreed-upon for the initial term.
3. **Important Dates and Deadline to Respond**

• A site visit will be held on **Tuesday, June 18 at 2 p.m**.

• Questions from Operators are due by **Friday, June 21 at 4 p.m**. Questions must be submitted via email to [teri@acswmd.org.](mailto:teri@acswmd.org.)

• Answers will be provided to all questions by **Monday, June 24 at 4 p.m**.

A timely response to the deadline identified must be received for the submission of a SOI to be considered. The deadline for submission is no later than **11 a.m. on Wednesday, July 10, 2024**. Submittals received after this deadline will not be considered. Please write on the outside of the sealed envelope: "Statement of Interest, ACSWMD Regional Residential Solid Waste Management Transfer Station” and the name of the entity proposing.

Mailing Address and Address for Delivery:

ACSWMD

Attn: Teresa Kuczynski, District Manager

1223 Route 7 South

Middlebury, VT 05753

Questions about the project should be directed to Teresa Kuczynski at the above address or at:

Telephone: (802) 388-2333 E-Mail: [teri@acswmd.org](mailto:teri@acswmd.org)

**6**. **Disclosures**

The issuance of this Request for SOI constitutes only an invitation to present qualifications and responsive materials. The rights reserved by the District, which shall be exercised in its sole discretion, include without limitation the right to:

1. Require additional information to supplement or clarify a submittal;

2. Conduct investigations with respect to the stated qualifications and experience of a Respondent;

3. Waive any defect or technicality in any SOI received;

4. Determine which Respondents are qualified to be considered;

5. Eliminate any Respondent with an untimely, incomplete or inadequate submittal;

6. Supplement, amend, or otherwise modify this Request for SOI;

7. Receive questions concerning this Request for SOI and to respond;

8. Cancel this Request for SOI in whole or in part with or without substitution of another Request for SOI if determined to be in the best interest of the District;

9. Take any action affecting the Request for SOI process or the Project that would be in the best interest of the District;

10. Make public any and all documents associated with the Project.

11. Reject any and all SOIs based on financial constraint or other factors that negatively impact the successful completion of the project.

12. Accept or reject any SOIs, or parts thereof, or to select the SOI to be in the best interest of the District.