



**TOWN OF RICHMOND**  
**RICHMOND TOWN CENTER**  
203 Bridge Street, P.O. Box 285  
Richmond, Vermont 05477



**Invitation to Bid**  
**Solid Waste Management / Transfer Facility**  
**6/11/21**

**1. Introduction**

The Town of Richmond is requesting bids from interested parties to provide management of a facility for residents to drop off solid waste, recycling, organic compostable materials, reusable items, and other goods (broadly, a solid waste management/transfer facility) by leasing the lot currently occupied by the Chittenden Solid Waste District and used as a “drop-off center” in the Town of Richmond. The selected party will be responsible for all aspects of the facility. Richmond will remain as part of the Chittenden Solid Waste District regardless of which Operator is selected to run the Transfer Facility.

This solicitation invites Operators to submit materials describing their qualifications for the project, plan of operation, rate structure, as well as the amount they would be willing to pay to lease the site. Operators are expected to address all items included in *3. General Requirements*.

Preference will be given to Operators who submit a bid which includes a service on-site where residents can drop-off items to be picked up and reused by other residents, commonly known as a re-use zone. The residents of Richmond have shown a strong desire for this service to be available at the transfer facility.

Operators should note that this property is located largely in the Special Flood Hazard Area. Equipment and property may be damaged due to flooding and/or operations may be temporarily halted in the event of flooding.

**2. Leased Premises**

The leased premises consist of approximately 2.0 acres of land located at 80 Rogers Ln. Richmond, VT, off the Town Highway 31, adjacent to State Highway 117 together with all easement rights and right-of-way over adjacent lands of Richmond which may be necessary for the management, construction, use, operation, and maintenance of the facility, including but not limited to vehicle and pedestrian access, water, sewer, and other utility easements and right-of-way.

### **3. General Requirements**

A. The Operator shall accept the following materials from Richmond residents. Please provide explanation if you are unable to accept a material. All Vermont mandated (blue bin) recyclable materials shall be accepted as zero-sort.

- Municipal Solid Waste / Trash
- Glass
- HDPE clear jugs
- PET containers
- Household batteries
- Aluminum
- Corrugated Cardboard
- Newspaper
- Appliances
- Used Motor Oil and filters
- Yard Waste
- HDPE colored jugs
- Lead acid (auto) batteries
- Metal cans
- Paper
- Boxboard
- Scrap metal
- Tires
- Electronic waste (including computers, televisions, printers, cell phones, and computer peripherals)
- Food scrap
- other organic waste such as leave and yard waste
- Bulky Rigid Plastics (Note in proposal if this will be accepted as trash or recycling and if accepted as recycling will there be a fee.)
- Clean Wood Waste including trees, branches, stumps, root masses and untreated and unpainted wood and lumber
- Fluorescent bulbs
- Batteries
- Construction debris

B. Preference will be given to Operators whose bids include a service on-site where residents can drop-off items to be picked up and reused by other residents, commonly known as a re-use zone. Operators shall indicate in their responses if they will be able to provide this service and if there will be an extra fee for this service.

C. The facility shall have designated areas set aside for, (i) food waste containers, (ii) the recovery of waste oil and (iii) recycling,

D. The facility may be used by residents of Richmond (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 Town of Richmond). The Operator will direct licensed haulers to use the proper landfill facility, materials recovery facility, special waste processing facility, or other facilities as appropriate. If the Operator plans to allow non-Richmond residents to use the facility then Operator shall include in their response an explanation of whom they will allow to use the facility and reasons for including them as users.

E. The facility will be open a minimum of three (3) days per week throughout the year from 8:00am – 3:30pm, including Saturdays. Operators shall include in their responses the days and hours that they will operate the facility. The hours and days of operation may be modified by the Operator after approval of Richmond's Town Manager. Any changes to this schedule or to the days and/or hours of operation will be posted on the Richmond Front Porch Forum.

#### F. Permits

- (a) The Operator shall obtain and maintain all permits and approvals required for the construction and operation of the facility. The Operator shall pay all permit application fees, and all engineering, construction, and operational costs of the facility.
- (b) To the extent permitted by law, the Town waives all of Richmond's fees associated with its permit processes regarding the facility.
- (c) The Town shall assist and support the Operator in obtaining state of Vermont and Richmond permits and approvals for the use of the facility's land. However, the Town shall not be obligated to spend any money therefore. If required, the Town shall be the owner/applicant on applications for permits, and the Operator shall be listed as co-applicant.

#### G. User Rates

The Operator will define how they will set user rates and on what basis they will propose to adjust the rates. Operator will list each type of fee to be in effect between January 1, 2022 and December 31, 2022. In addition, the operator will specify the maximum potential percentage increase for each user fee between January 1, 2023 and December 31, 2023. Rates may be changed with approval of the Richmond Selectboard.

#### H. Community Engagement

- I. The Operator will include in their proposal details on how they will include community engagement and feedback related to the operation of the facility.

### **4. Conditions of the Lease**

A. Repairs and Maintenance. The Operator shall at its own cost and expense, and at all times, maintain the premises in neat and orderly repair, ordinary wear and tear and damage by fire or casualty excepted.

B. Property. All of the Operator's structures, improvements, equipment, fixtures, and other personal property of every kind in or upon the premises shall remain the property of the Operator, which property shall be promptly removed from the premises on termination of the lease and the land shall be returned to the condition which existed prior to the inception of the lease unless otherwise arranged with Richmond.

C. Subletting and Assignment. Without the Town's prior consent, which consent shall not be unreasonably withheld or delayed, the Operator shall not assign its rights to lease the premises.

D. Quiet Enjoyment. The Operator shall quietly have and enjoy the premises during the term of the lease, without hindrance or molestation from Richmond.

E. Indemnifications

- (a) The Operator will indemnify and save Richmond, its officers, employees, and agents harmless from and against any and all causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses, including reasonable attorneys' fees and costs of litigation, arising from injury or death of any person or damage to property arising out of or in connection with the Operator's use of the leased premises, including but not limited to injury or death of any person or damage to property caused by environmental contamination, except for (i) causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses which result from negligent acts or omissions or willful misconduct of Richmond or Richmond's officers, employees or agents, or (ii) consequential damages. This indemnification shall survive the termination of the lease.
- (b) Richmond will indemnify and save the Operator, its officers, employees, and agents harmless from and against all causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses, including reasonable attorneys' fees and costs of litigation, which the Operator may incur due to environmental contamination from the Richmond Site, except for (i) causes of action, claims, obligations, judgments, losses, costs, damages, liabilities, or expenses which result from negligent acts or omissions or willful misconduct of the Operator or the Operator's officers, employees, or agents, or (ii) consequential damages. This indemnification shall survive the termination of the lease.

F. Insurance

The Operator shall keep in force at its expense comprehensive liability insurance insuring the premises and the facility from an insurance company selected by the Operator. (The Operator's insurance policies shall name the Town of Richmond as an additional insured.)

G. Access

- (a) The Operator shall allow the Town to pass through the premises (i) to provide access to and egress from the premises (ii) to monitor existing or future wells on the premises, and (iii) for other legitimate purposes.

- (b) The Town shall allow the Operator, its agents, and its residents to enter the premises during normal business hours, even when the transfer facility is not open to the public, to provide access to and egress from the premises.

#### H. Security

The Operator shall erect and maintain all signs, gates, and fences for the facility. The Operator shall secure the facility during nonworking hours.

#### I. Entrance Road

- (a) The Town shall provide routine maintenance for the entrance road and its right-of-way, including but not limited to patching potholes, removing snow and ice, sanding, brush cutting, and maintaining drainage ditches. The Operator reserves the right to perform said services at their own discretion.
- (b) The Town shall allow the Operator to use Richmond's entrance road right-of-way for the purposes of utility extensions or other changes.

#### J. Additional Land and Buildings

- (a) The parties agree to negotiate in good faith with each other for the Operator's use of additional land and buildings within the Richmond Site, if the District requests the use of such additional land area.
- (b) The process for adding any additional buildings and/or land may need review under Richmond Zoning Regulations, including but not limited to, provisions for the zoning district and the Special Flood Hazard Area.

#### K. Affirmative Covenants

- (a) The facility shall be screened or fenced.
- (b) The Operator will undertake reasonable efforts to prevent any offensive odors or unreasonable noise that are created from the facility.

#### L. Miscellaneous

- (a) The lease shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.
- (b) The lease will represent the entire agreement of the parties with respect to the premises, and all prior offers, negotiations, and representations not herein expressly contained shall be of no force and effect.
- (c) The Operator and the Town will agree to take or cause to be taken such further actions and to execute, delivery and record or cause to be executed, delivered, and recorded such further documents and instruments as may be reasonably requested by the other in order fully to effectuate the purposes, terms, and conditions of this Lease.

- (d) The agreement shall be governed by and construed in accordance with the laws of the state of Vermont, is to take effect as a sealed instrument, and may be canceled, modified, or amended only by written instrument execute by both the Operator and Richmond.
- (e) Term
- a. The lease shall be for a five (5) year term commencing on January 1, 2022
- (f) Extension of Term
- a. The Operator may, upon mutual agreement between Richmond and the Operator, extend the term of the lease for three successive periods of five years each. The option to extend may be exercised by the Operator by giving written notice to Richmond not more than 12 months nor less than 3 months prior to the expiration of the then existing term. Richmond shall have 30 days to accept or deny the request, or the lease agreement shall be automatically extended for a five (5) year period. Each extended term shall be upon the same terms, covenants, and conditions, as provided in the lease for the initial term. The parties presume that the Operator will fully exercise this option, but the Operator shall not be required to do so.
- (g) The lease shall be executed in recordable form for, at the Operator's option and cost, recording in the Richmond land records.

#### **Important Dates and Deadline to Bid**

- A site visit will be held on Wednesday, June 23 at 2pm.
- Questions from Operators are due by June 30 at 4pm. Questions must be submitted via email to [jarneson@richmondvt.gov](mailto:jarneson@richmondvt.gov)
- Answers will be provided to all questions by July 9.
- Bids are due by 3pm on July 22. Bids will be opened and read aloud at the Town Center and via Zoom at 3:05pm on July 22.
- Join Zoom Meeting
- <https://us02web.zoom.us/j/88612234805?pwd=UTVERW9GSnlEbFphTTY3Nk5vRTMydz09>
- Meeting ID: 886 1223 4805
- Passcode: 866488
- Join by Phone: 929-205-6099

**A timely response to the deadline identified must be received for the INVITATION TO BID to be considered.**

**The deadline for submission is July, 22 at 3pm.** Submittals received after this deadline will not be considered. Please write on the outside of the sealed envelope or box: "Bid for Richmond Solid Waste Management / Transfer Facility" and the name of the entity proposing. Six (6) copies of your submittal are required. **Proposals must remain valid for at least 90 days.**

**Mailing Address**

Town of Richmond  
P.O. Box 285  
Richmond, VT 05477

**Physical Address for Delivery**

203 Bridge St.  
Richmond, VT 05477

The issuance of this INVITATION TO BID constitutes only an invitation to present qualifications and responsive materials. The rights reserved by the Town, 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 bid 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 INVITATION TO BID;
7. Receive questions concerning this INVITATION TO BID and to respond;
8. Cancel this INVITATION TO BID in whole or in part with or without substitution of another INVITATION TO BID if determined to be in the best interest of the Town;
9. Take any action affecting the INVITATION TO BID process or the Project that would be in the best interests of the Town;
10. Make public any and all documents associated with the Project.
11. The Town of Richmond Selectboard reserves the right to reject any and all bids based on financial constraint or other factors that negatively impact the successful completion of the project.
12. The Town of Richmond reserves the right to accept or reject any or all bids, or parts thereof, or to select the bid to be in the best interest of the Town.
13. In the event that all bids are rejected, or no bids are received, the Town reserves the right to enter into a lease agreement for the property with the current operator which is the Chittenden Solid Waste District.