

HOUSATONIC RESOURCES
RECOVERY AUTHORITY

Request for Qualifications

REGIONAL SOLID WASTE AND
RECYCLING SYSTEM

July 1, 2016

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INTRODUCTION

The Housatonic Resources Recovery Authority (“HRRRA” or the “Authority”) is pleased to present this opportunity to finance, design, construct, operate and maintain a regional solid waste disposal and recycling system (the “System”), and enter into a long-term agreement with HRRRA for operation and maintenance of the System (the “Project”) with respect to municipal solid waste and recyclables generated within the HRRRA region currently consisting of the Connecticut Towns of Bethel, Bridgewater, Brookfield, Kent, New Fairfield, New Milford, Newtown, Redding, Ridgefield and Sherman and the City of Danbury (the “Region”).

1.1 Purpose

HRRRA wishes to identify interested and qualified parties to participate in a procurement process for this Project. HRRRA will invite parties identified and qualified by HRRRA in its sole and absolute discretion to submit more detailed proposals, and HRRRA will select a party or parties with which to enter into negotiations to enter into a final contract for this Project. HRRRA is committed to ensuring that the whole process is conducted in a fair, open and transparent manner.

The purpose of this Request for Qualifications (“RFQ”) is to ascertain levels of interest in the Project and to shortlist proponents who demonstrate appropriate qualification, determined in HRRRA’s sole and absolute and discretion, to carry out the Project. This RFQ includes sufficient summary level information to assist proponents in preparing their RFQ Submission.

1.2 Procurement Process Overview

The procurement process for this Project involves two phases: Phase I, consisting of this RFQ to be responded to with a RFQ Submission, and Phase II, consisting of HRRRA soliciting more detailed proposals from identified and qualified by HRRRA in its sole and absolute discretion through the RFQ process and selecting a party or parties from those so identified and qualified by HRRRA with which HRRRA will conduct direct negotiations toward the execution of a Contract or Contracts. HRRRA’s Executive Committee will guide both phases of the process. Direct negotiations will be conducted on behalf of HRRRA by a Negotiating Team to be appointed by the Authority members. While it intends to enter into an agreement with one or more of the selected Respondents, HRRRA makes no guarantees that any RFQ Submission will result in a Contract.

1.3 Reserved Rights

HRRRA reserves the following rights as its sole and absolute discretion:

- (a) To reject any and all RFQ Submissions, or any part(s) thereof, and/or to waive any informality or informalities in any of the RFQ Submissions or the process for the RFQ, if such rejection or waiver is deemed by HRRRA in its sole and absolute discretion to be in its best interests;
- (b) To republish this RFQ after having rejected any or all of the RFQ Submissions;
- (c) To supplement, amend, or otherwise modify or cancel this RFQ with or without substitution of another RFQ;
- (d) To provide supplemental information only to prospective Respondents who submit a mandatory Statement of Interest;
- (e) To issue additional or subsequent solicitations for RFQ Submissions;
- (f) To conduct investigations of the Respondents and their RFQ Submission;
- (g) To clarify information provided in this RFQ;
- (h) To request evidence or documentation to support the information included in any RFQ

- Submission;
- (i) To terminate this RFQ process at any time prior to the execution of any Contract.

1.4 Expected Timetable.

The following timetable provides a current overview of the main components of the procurement process for the Project. HRRR reserves the right to adjust the timetable as it determines may be in its best interests. It should be noted that successful participation in Phase I is a mandatory requirement for continued participation in the process.

Phase I – RFQ	
Component	Date or deadline
Release of RFQ	July 1, 2016
Submission of Statements of Interest (Required)	July 12, 2016
Submission of Questions/Data Requests	July 26, 2016
HRRR Responses to Questions/Data Requests	August 2, 2016
RFQ Response Submissions Due	August 12, 2016
HRRR Selection of Respondent(s) from which to Solicit Detailed Proposals; Notification to Selected Respondent(s) and Request for Detailed Proposal(s)	September 22, 2016
Phase II – Detailed Proposals and Negotiations	
Component	Date or deadline
Meetings of the Selected Respondent(s) with HRRR Executive Committee to Review Details of the Response(s) to this RFQ	No later than October 5, 2016
Release of RFP to Selected Respondents	October 12, 2016
Submission of Detailed RFP(s) by Selected Respondent(s) as Requested by the HRRR Executive Committee	October 21, 2016
HRRR Executive Committee Presents Analysis of and Recommendations on Detailed RFP(s) to the HRRR Membership at a Special Meeting	November 17, 2016
HRRR Members Select Proposer(s) with which to Negotiate Contract(s); HRRR Members Appoint a Negotiating Team	December 9, 2016
Negotiating Team Conducts Multiple Meetings with the Selected Proposer(s) to Negotiate Contract(s)	January – April 2017
HRRR Membership Meeting Approves Negotiated Contract with Successful Proposer; Subject to Execution of Agreements with Sufficient Member Municipalities – to be Prepared by HRRR Legal Counsel in Consultation with the Respective Town Attorneys	April 27, 2017
HRRR Staff, Executive Committee and Legal Counsel Attend Public Hearings, Town Meetings, Town Council Meetings, etc., as Necessary and Requested to Solicit Municipal Approvals	May – November 2017
Submission of Contracts to CT DEEP for Approval (Sec. 22a-213 of the CT. Gen. Stat.)	November 2017 – May 2018

Successful Proposer(s) prepares for July 1, 2019 Beginning of Operations	March 2018 – June 2019
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RFQ Bidders should note that the high level description of the Project set out in this RFQ represents HRRRA’s present approach and is subject to final determination at a later date.

2 BACKGROUND

2.1 Introduction to HRRRA

Housatonic Resources Recovery Authority, also known as “HRRRA” and the “Authority”, is a regional municipal resources recovery authority created by concurrent ordinances of the eleven municipalities in the Region pursuant to the provisions of Chapter 103b of the Connecticut General Statutes (Sections 7-273aa – 7-273pp) to manage their municipal solid waste (“MSW”) and recycling obligations. HRRRA’s actions and powers are also governed by its bylaws and its written agreements with its members.

The HRRRA was created in July 1986, at a time when most municipal landfills in the region were nearing capacity and then Connecticut Department of Environmental Protection (now known as the Department of Energy and Environmental Protection – “DEEP”) was not approving permits for new landfills or landfill expansion, thereby creating a shortage of environmentally suitable locations for the safe disposal of MSW. State law requires each municipality to make provisions for the disposal of solid waste (Conn. Gen. Stat. §22a-220(a)) and for the separation, collection, processing and marketing of recyclables (Conn. Gen. Stat. §22a-220(f)) generated within its borders, among other mandates. HRRRA was created to provide a long-range solid waste management solution for the Region as well as to assist member municipalities to meet their statutory solid waste obligations. The Region is home to approximately 228,000 residents.

2.2 HRRRA Membership

The Authority consists of its 11 member municipalities, each of which appoints one representative and one alternate representative. The Chief Elected Official of each municipality typically serves as his/her community's representative to HRRRA or appoints another representative as well as an alternate. The vote of each member municipality on the Authority is proportional to the municipality's population as a percentage of the population for the Region in the most recently completed census.

The HRRRA members typically meet five times each year, with an annual meeting in June. All meetings of the HRRRA members are open to the public. Agendas are posted prior to each meeting in all member municipalities and on the HRRRA website, as well as sent to local media and those requesting to be on the distribution list. Meetings of the HRRRA include the opportunity for public comment as an agenda item.

2.3 HRRRA Staff

At the annual meeting, the Authority elects five officers from among its members to serve as Chairman, Vice Chairman, Treasurer, Vice Treasurer and Secretary. These five officers also serve as the Authority's Executive Committee, having responsibility for personnel as well as other issues as authorized by the members. HRRRA has a paid staff of two, a full time Director and a part-time Assistant Director. HRRRA also contracts with a Recycling Educator to provide recycling education programs in schools throughout the region. HRRRA's office is located in the Old Town Hall, 162 Whisconier Road in Brookfield, CT 06804, and it may be contacted by phone Monday through Friday, 8:30 a.m. to 4:30 p.m. at (203) 775-4539, or anytime by e-mail at info@HRRRA.org.

2.4 HRRA Funding

HRRA is funded by (a) user fees, currently consisting of a program fee of \$1.00 for each ton of MSW tipped at HRRA-sponsored transfer stations, and an administrative fee of \$5.00 for each ton of recyclables tipped at the regional recycling center, (b) hauler permit fees of \$225 per year per truck, and (c) grants and donations supporting the regional recycling education programs. Municipalities do not subsidize the HRRA's operations with annual appropriations of tax dollars. Municipalities do, however, pay directly for their share of the Household Hazardous Waste events according to the number of their residents participating in a given year. The annual operating budget for HRRA, including two annual Household Hazardous Waste collection events, is approximately \$365,000.

2.5 HRRA's Current Activities

- Overseeing the operation and administration of the MSW and recycling contracts serving the region.
- Answering questions from the public, solid waste haulers, municipalities, etc. about proper disposal of various items, recycling, violations of solid waste and/or littering laws, etc.
- Annually registering, on behalf of member municipalities, all solid waste haulers who collect within each of the municipalities in the Region.
- Annually issuing permits to all solid waste collection vehicles to be admitted to use the HRRA transfer stations and regional recycling facility.
- Providing solid waste haulers with information that will affect their service to residents through hauler meetings and hauler newsletters.
- Advising the member municipalities with respect to compliance with state and federal solid waste and environmental laws as well as the Connecticut State Solid Waste Management Plan, now being updated as the Comprehensive Materials Management Strategy ("CMMS").
- Working with regional, state and federal legislators to protect the interests of HRRA municipal members in solid waste related legislation and proposed legislation.
- Keeping up to date with new practices in the solid waste field and passing that information on in a way that is practical and usable by local municipal members.
- Educating the public, school classroom students, community groups, businesses, multifamily housing managers, etc. on recycling requirements and assisting all groups to come into compliance with state and local solid waste laws (including recycling).
- Working with the state, member municipalities and other stakeholders to implement new product stewardship legislation, such as paint, mattresses, mercury thermostats and e-waste collection.
- Administering at least two regional Household Hazardous Waste collections per year and soliciting bids for the Household Hazardous Waste disposal contract on behalf of the participating municipalities on a regular basis.
- Administering the regional e-waste recycling vendor contract and soliciting bids for that contract on behalf of participating municipalities on a regular basis.
- Maintaining regular contact and information flow among HRRA and local solid waste professionals in each member municipality and/or school district by facilitating Regional Recycling Task Force monthly meetings.
- Conducting an annual recycling billboard contest for all K-12 students in the Region, including an annual award ceremony.
- Arranging and managing one-day collection events for e-waste, paper shredding, etc. on behalf of and as requested by member municipalities.
- Collecting annual municipal recycling reports from all solid waste haulers operating in the Region and assisting member municipalities to file their annual municipal recycling reports with DEEP each year.

2.6 Current Solid Waste System in the Region

- **HRRRA Contractual Agreements**

HRRRA does not own or operate any collection companies, transfer stations, volume reduction facilities, MRFs, or any other type of solid waste facility. Instead HRRRA has a contractual agreement with Wheelabrator Technologies, Inc. ("WTI") to dispose of all municipal solid waste MSW generated within the Region and to operate three transfer stations on behalf of HRRRA in the region - one located in each of Newtown, Ridgefield, and Danbury on behalf of the HRRRA Regional System. WTI operates the Newtown and Ridgefield transfer stations (as leased from the respective municipalities by HRRRA) with WTI personnel. WTI contracts with Winters Bros. Waste Systems of Connecticut ("WB") for the latter to operate its Danbury transfer station on behalf of the HRRRA System. HRRRA also has a contractual agreement with WB for WB to accept and process for sale to the commodities markets all residential and small commercial program recyclables source separated from MSW and collected within the region as either single stream (all recyclables mixed together) or dual stream (fiber recyclables separated from other recyclables). HRRRA has municipal waste disposal and recycling service agreements with each member municipality in the region, providing for the pledge by the respective municipalities all MSW and program recyclables under municipal control to the solid waste system created by the WTI and WB contracts. All of the contracts, agreements and leases described in this paragraph expire on June 30, 2019.

- **MSW**

Currently, after source separation from recyclables, MSW generated within the boundaries of HRRRA municipalities is collected by private subscription haulers at curb side from residential dwellings, by container from commercial establishments or by municipally-contracted haulers from local drop-off centers and transfer stations and taken to one of the three regional transfer stations operated on HRRRA's behalf. From these three regional transfer stations, MSW is trucked to the WTI resource recovery facility in Bridgeport, CT, or taken to other legally permitted WTI resource recovery facilities and/or other disposal sites (according to the State Solid Waste Management Plan's solid waste hierarchy of disposal preferences) both inside and outside CT.

The following materials are considered acceptable MSW for the System and should be considered acceptable MSW for purposes of this RFQ: All household garbage, trash, rubbish, refuse, and combustible agricultural, commercial, governmental and light industrial waste, but excluding (a) explosives and ordinance materials, pathological wastes, chemicals, radioactive materials, oil, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris (but home remodeling waste and debris in reasonable quantities are not considered "demolition debris") and hazardous refuse of any type or kind, such as, but not limited to, cleaning fluids, crankcase oils, cutting oils, hazardous paints, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluid and refuse of similar nature), (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, and (c) all large household appliances commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines and the like, (d) all items designated from time to time by the state as suitable for recycling and such other items as are actually recycled, (e) all other items of waste which might be likely to pose a threat to health or safety or cause damage to a facility.

There are 57 solid waste haulers currently registered by HRRRA on behalf of the respective municipalities to collect solid waste within the respective municipalities in the region, with approximately 215 permitted vehicles. Of those 57 registered haulers, 46 are in the solid waste collection business. The other 11 are municipalities, school systems or businesses that deliver only their own self-generated MSW to one of the transfer stations and are not paid to collect or tip solid waste. The cost for a hauler to obtain a permit for a vehicle to access one of the HRRRA transfer stations is currently \$225 for the 2016-17 FY. The cost for a hauler to register with a municipality in which the hauler collects currently ranges from \$100 to \$500, depending on the municipality.

The total tip fee currently (2016) charged to haulers for MSW at any of the HRRRA transfer stations is

\$85.73 per ton. The tip fee is changed every calendar year and, by contract, increases half the percentage increase in the CPI from the prior year. Out of the \$85.73 tip fee for the current year, \$14.83 per ton is allocated to cover the cost of transfer and transport of MSW from the transfer stations to the WTI resource recovery facility, \$1.00 per ton is a program fee paid to HRRRA, and \$69.89 is the actual disposal fee at the facility. Attached to this RFQ as Schedule 1, are charts showing the total MSW tonnage and recycling delivered to the HRRRA system over the past few years as well as the breakdown by transfer station, and the tip fee history, all based on data provided to HRRRA by WTI, WB and DEEP.

- **Recycling**

All the HRRRA municipalities, with the exception of Ridgefield, participate in the HRRRA recycling region. Ridgefield maintains its own municipal recycling program and contract in compliance with state law.

As required by state law, recyclables from the HRRRA communities are separated from MSW by the consumer or generator and picked up at curb side, or from recycling containers or from local drop off or recycling centers, by private haulers for delivery to WB at the Danbury transfer station. The recyclable materials delivered to the transfer station are transported by WB to WB's Material Recovery Facility ("MRF") in Shelton, CT for processing.

The following materials are defined as single stream recyclable materials under HRRRA's contract with WB, and the transfer station is required to accommodate the acceptance of such materials delivered to the transfer station from residential sources, municipal sources, and/or small commercial generators within participating municipalities in commingled single or dual stream, either loose or contained in so-called "blue bags" or clear plastic bags:

Newspaper and inserts, cardboard, boxboard, chipboard, paperboard, opened mail and greeting cards, magazines, catalogs, brochures, hard and soft cover books, phone books, blueprints, file folders, white or pastel office paper, paper milk or juice cartons, school paper, computer paper, paper bags, shredded paper, paper egg cartons, plastics #1 through #7, flower pots, plastic hangers, plastic caps and lids, small plastic toys, glass bottles and jars, metal cans, empty aerosol cans, loose metal caps and lids, pots and pans, balled aluminum foil and pie plates, metal hangers, small metals, and such other items as may be added from time to time by mutual agreement between HRRRA and WB.

As of March 1, 2016, the tip fee for recyclable materials is \$25.00 per ton delivered to the transfer station by haulers, other than for haulers delivering directly on behalf of HRRRA's member municipalities that participate in the recycling region. WB reviews market conditions with respect to recyclable materials quarterly, and if such market conditions have changed materially from the market conditions existing at the time of the previous review, WB may modify the tip fee to reflect such change(s). WB has not modified the tip fee since the March 1, 2016 effective date of the above tip fee agreement. Haulers delivering directly on behalf of HRRRA member municipalities that participate in the HRRRA recycling region pay a fixed tip fee of \$10.00 per ton delivered directly on behalf of those municipalities, not subject to adjustment based on changing market conditions. WB pays HRRRA a rebate of \$5.00 per ton of recyclable materials subject to the \$25.00 per ton tip fee. WB also pays \$15,000 annually to HRRRA to partially sponsor HRRRA's recycling education programs.

- **E-Waste and HHW**

HRRRA facilitates regional programs for electronic waste ("e-waste") recycling and household hazardous waste disposal on behalf of participating municipalities and has municipal agreements with:

- NewTech Inc. for E-Waste recycling, this contract expires June 30, 2019.
- MXI Environmental Services for Household Hazardous Waste, this contract expires in September 2017.

- **Mattresses**

The State of Connecticut adopted Public Act 13-42 in 2013 requiring the mattress industry to create a recycling program for old mattresses discarded in the state. The mattress industry created the Mattress Recycling Council ("MRC") to implement the program statewide. The MRC provides no-cost collection

containers, transportation and mattress recycling for Connecticut municipal transfer stations. MRC has contracted with Winter Brothers to transport the mattresses from the HRRRA region to the recycling processor, Park City Green located in Bridgeport, CT.

- **Paint**

As of July 1, 2013, a program was established by paint manufacturers in accordance with Public Act 11-24 (establishing a paint stewardship program in Connecticut) for residents to dispose of oil-based and latex paint. Residents have three options.

- Household Hazardous Waste Collections – Residents can dispose of both oil based and latex paint at HHW collection events.
- Municipal Transfer Stations –Municipal transfer stations in Redding, Ridgefield, and Kent accept latex and oil-based paint from town residents.
- Participating Retailers – Participating retailers accept oil and latex paint of any brand at their stores.

- **Food Scraps**

The State of Connecticut has a goal to increase the number of organics composting and/or Anaerobic Digester facilities to significantly increase diversion of organic materials from the MSW waste stream. HRRRA has implemented and facilitated organics (food scraps) recycling from residential drop off at the local transfer station in Bridgewater, Newtown and Ridgefield and will be expanding to New Fairfield, New Milford and Redding in the coming year. Organics are sent to one of two permitted processors in the region, New Milford Farms or New England Compost for composting.

- **Construction and Demolition**

The HRRRA system does not currently regulate or issue transfer station access permits for haulers for construction and demolition debris. However, HRRRA does register all haulers, including those who collect only construction and demolition material, on behalf of its member municipalities in compliance with state law. Most of the construction and demolition materials from the region is currently delivered to Winters Brothers Waste Systems of CT, a Connecticut permitted processing facility in the region that handles clean wood products, asphalt roofing shingles, sheetrock, and treated wood products, among other items of construction debris delivered to it.

3 DESCRIPTION OF THE PROJECT

3.1 Scope of the Project

The successful bidder will finance, design, construct (if necessary), operate and maintain a comprehensive System to, among other things, provide such services as are necessary to assure HRRRA's member municipalities' compliance with their obligations with respect to the provision of solid waste management as set forth in Chapter 446d of the Connecticut General Statutes (Connecticut Waste Management Act) and to provide sufficient flexibility to address changes in best practices in the solid waste management industry as they may occur from time to time. The System shall be so designed, constructed (if necessary), operated and maintained so as to comply with the 2016 Connecticut Solid Waste Management Plan (also known as the "Comprehensive Materials Management Strategy") and its successor plans.

The successful bidder will be responsible for investigating the need for and obtaining all necessary consents, permits, licenses and approvals for the design, construction (if necessary), operation and maintenance of any new solid waste facilities that are envisioned in any proposal to be made and otherwise in meeting all applicable legislation and regulations.

3.2 Minimum Required Services to be Provided by Successful Respondent.

In order to be qualified, the Respondent must demonstrate the ability to provide services to the HRRRA Member Municipalities, as follows:

- (a) **MSW** tipping facilities and the staff to operate them for use by private haulers licensed or permitted by HRRRA to be located at no fewer than three (3) sites in the Region.
- (b) **MSW** transfer and disposal, with the ultimate preferred disposal site(s) in order of preference as follows:
 - a. Connecticut located Waste to Energy
 - b. Out-of-state Waste to Energy
 - c. Waste to Energy/Landfill combination
 - d. Landfill.
- (c) **Single-Stream Recyclables** tipping facilities and the staff to operate them for use by private haulers licensed or permitted by HRRRA to be located at one or more sites in the Region.
- (d) **Recyclables** transfer to a single-stream Materials Recovery Facility (“MRF”), preferably located in Connecticut.
- (e) Payment to HRRRA of **Program Fees** in the annual amount of Three Hundred Fifty Thousand Dollars (\$350,000), in equal monthly installments, which amount will escalate annually thereafter by the greater of (i) 1.5% or (2) the amount that the Consumer Price Index – All Urban Consumers for the Northeast Region, All Items (or a mutually agreed upon alternative index if such index is no longer published or the method of computation thereof is substantially modified) published by the Bureau of Labor Statistics for the month in which the anniversary of the Contract is signed exceeds the amount thereof for the same month in the preceding year..

Additional Service Preferred but not Required. The Qualified Respondent may also demonstrate the ability to provide transfer and disposal of Construction and Demolition Waste as part of the proposed System. Such ability will be considered favorably by HRRRA but is not required in order for the respondent to be qualified under this RFQ.

3.3 Future Solid Waste Industry Challenges.

In order to be qualified, the Respondent must demonstrate awareness of and the ability to provide its services under the terms of any Contract into which it will be willing to enter with HRRRA considering the following:

The CMMS, an update to the 2006 Solid Waste Management Plan, is currently in draft form and has been circulated for comment by DEEP. It is currently expected that the final CMMS will be adopted by DEEP on or about the time that this RFQ is being released. It is expected that the CMMS will provide a vision and roadmap for shared action to transform stagnant recycling rates and an aging materials management infrastructure to a more sustainable system that boosts diversion and embraces modern waste conversion technologies.

Each strategy contained in the final CMMS is expected to focus on meeting the Connecticut legislative goal to achieve 60 percent diversion from disposal by 2024, a target that received the unanimous support of the Connecticut General Assembly in 2014 with the passage of An Act Concerning Connecticut’s Recycling and Materials Management Strategy (P.A. 14-94). In furtherance of the goal of 60 percent diversion, the CMMS will provide specific, actionable steps to meet three objectives:

- Improve the performance of municipal recycling systems and increase compliance with mandatory recycling provisions.
- Ensure the investment and regulatory climate to promote development and improvement of recycling, conversion, and disposal technologies.
- Corporations that design, produce, and market products must share responsibility for stewarding those materials in an environmentally sustainable manner.

The CMMS is expected to contain several provisions that may require municipal action with respect to, among others, the following:

- More Extended Producer Requirement programs, especially packaging,
- Enhanced data collection accuracy,
- Local recycling rate improvements,
- Pay As You Throw (“PAYT”) programs to increase generators’ relative costs to generate MSW rather than recycle or divert.

Additional future challenges HRRRA member municipalities face:

- Increasing requirements and municipal desires with respect to both commercial and residential Food Scrap Separation and Collection,
- Uncertainty in Commodity Markets,
- Constrained In-State MSW Disposal Capacity,
- Need for greater availability of household hazardous waste collection options throughout the region,
- Changing technology for solid waste ,
- Changing paradigm from waste to materials management to the circular economy,
- Approval of future contracts by legislative bodies in all municipalities,
- Possible request to provide services to non-member municipalities.

3.4 Required Contractual Provisions.

In order to be qualified, the Respondent must demonstrate the willingness to enter into a Contract with HRRRA that will reflect, among other things, the following:

- a) That the Respondent must agree that the System will be sized and staffed appropriately to be able to, and that the System will, accept all MSW generated within the Region and recyclables generated by household, municipal, and small commercial residents of the Region;
- b) That all services to be provided by the Respondent will be provided with no charges or fees imposed upon HRRRA or any of its member municipalities, and that all compensation to the Respondent for such services will be provided through tipping fees and sales of commodities, and that tipping fees will be subject to review and reasonable approval by HRRRA during the term of the Contract;
- c) That all facilities of the System will be accessible to all haulers and haulers licensed or permitted by HRRRA on an equal basis (with respect to tip fees, wait times and otherwise) without discrimination, provided however, that HRRRA will reserve the right to require the institution of an MSW tip fee discount of up to 10% for registered haulers that adopt a “pay-as-you-throw” program/charge to their customers approved by HRRRA, it being understood that the cost of such a discount will be borne, on a revenue neutral basis to the Respondent, by increased tip fees to other MSW haulers that have not adopted such an approved program/charge to their customers;
- d) That neither HRRRA nor its member municipalities will agree to guaranty any minimum amount of MSW, recyclables, or any other waste to be delivered to the System or agree to pay any amount to the Respondent for failure to provide any amount of such MSW, recyclables, or other waste to the System; that is, no “Put or Pay” provision;
- e) That neither HRRRA nor any of its member municipalities will agree to take any action, by ordinance, regulation or otherwise to require their residents or licensed or permitted haulers within the Region to deliver MSW, recyclables, or other waste to the System, it being understood that the System tip fees for MSW and recyclables must be economically competitive in order to attract solid waste to the System;
- f) That the System will have the capacity to collect accurately from the permitted haulers, and that the Respondent will report accurately to HRRRA monthly and yearly, the tonnage of each type of solid waste, e.g. MSW and recyclables, delivered to the System (i) by municipality of origin, and (ii) by collecting hauler delivering such solid waste; and

- g) That the term of the Contract will expire not later than June 30, 2029.

4 DEMONSTRATION OF QUALIFICATIONS

In order to be qualified, the Respondent must provide satisfactory information with respect to each of the following:

- a) Description of previous experience providing services similar to those requested in this RFQ to a regional resources recovery authority or other large governmental entity; provide names and telephone numbers of references at entities described in the response;
- b) Resumes of employees who will have day to day managerial or supervisory involvement with the System and those who will have primary decision-making authority with respect to the System;
- c) Identities of any affiliates, partners, subcontractors or those with similar relationships to the Respondent that the Respondent proposes to provide any portion of the required services described in this RFQ;
- d) Identities of all those companies and individuals who have, either directly or indirectly, ownership interests in, control of, or are controlled by the entity(ies) proposing to provide the services under this RFQ; provide information concerning the experience of all of those described in response to this item with respect to the solid waste industry including the number of years involved in such industry;
- e) Provide complete information with respect to any investigations, arrests, criminal convictions, civil judgments against or other involvement by any individuals or entities identified in Respondent's response to this RFQ with respect to criminal or other activities prohibited by law, including without limitation the Racketeer Influenced and Corrupt Organization Act ("RICO");
- f) Demonstration of the ability to provide all of the services required in this RFQ, including, without limitation, information with respect to how the Respondent proposes to provide services that it will not provide directly;
- g) Demonstration of the ability during the term of any Contract with HRRRA to address the future challenges to providing the required service outlined in this RFQ (Section 3.3), including, without limitation, new technologies to be used now and as may become available during the term of the Contract;
- h) Discussions of any exceptions or limitations to **subsection (g)** immediately above;
- i) Description of all facilities currently in operation that the Respondent owns or has contractual authority to control that will be used in the performance of the services required under this RFQ, any arrangements proposed to be made in order to obtain the use of any existing facilities proposed to be used, and any facilities that the Respondent proposes to build or have built on its behalf in order to provide the services required in this RFQ.
- j) Demonstration of the financial ability of the Respondent and all companies and individuals who have, either directly or indirectly, ownership interests in, or control of, the entity proposing to provide the services under this RFQ upon which the Respondent is relying, to demonstrate the financial capacity to perform the services under this RFQ, including without limitation any audits, or if no audits have been conducted, reviews by independent accountants of the individuals or entities identified above, or if no audits or reviews have been conducted, financial statements certified by the chief financial officer of the entity involved, for the last three (3) years.

5 INSTRUCTIONS TO BIDDERS

5.1 RFQ Submission Deadline

HRRRA must receive Statements of Interest by e-mail to jeniannucci@hrra.org on or before July 12, 2016 at 4:00 PM, which Statement of Interest shall include the name of the interested party, the name of the interested party's contact person and that person's telephone number and e-mail address, in order to qualify to submit an RFQ Submission.

HRRRA must receive any questions and/or data requests from interested parties by e-mail to jeniannucci@hrrra.org on or before July 26, 2016 at 4:00 PM. HRRRA Responses will be sent by e-mail to all parties that submitted Statements of Interest.

HRRRA must receive RFQ Submissions no later than 4:00 PM on August 12, 2016 by electronic mail to HRRRA at jeniannucci@hrrra.org. HRRRA will confirm by electronic mail receipt of each submission.

HRRRA may extend the RFQ Submission deadline for such period of time as HRRRA deems appropriate.

RFQ Submissions received after the applicable RFQ Submission deadline may be returned unopened.

5.2 RFQ Submission Requirements

RFQ Submissions must be in compliance with the requirements set out in this RFQ. Each RFQ Submission must be e-mailed in (2) separate .pdf documents:

- A .pdf marked "Financial Information", (as set out in **Section 4(j)**); if the RFQ Respondent requests confidential treatment of the "Financial Information," the RFQ Respondent should mark the "Financial Information" submission as "Confidential," and HRRRA will endeavor to treat the "Financial Package" as financial information given in confidence as contemplated in Section 1-210(5)(B) of the Connecticut Freedom of Information Act, and
- A .pdf marked "Technical and Commercial Information", which must contain one the remaining portions of the RFQ Submission requirements. HRRRA will endeavor to keep the information contained in the "Technical and Commercial Information" package confidential until a contract with the successful bidder is executed or negotiations for the award of such contract have ended, whichever occurs earlier, as contemplated in Section 1-210(24) of the Connecticut Freedom of Information Act.

Each document must include the name and address of the RFQ Respondent on the first page.

RFQ Respondents should follow the format set out in **Section 5.3** to facilitate evaluation of RFQ Submissions. Such RFQ Submissions should contain concise written material that enables a clear understanding and evaluation of the RFQ Respondent's capabilities.

RFQ Submissions submitted in any other manner or form may be rejected. Only the information required for an RFQ Submission should be submitted in the packages. Supplementary information included in the package that is not specifically required pursuant to this RFQ may be disregarded. RFQ Respondents should therefore review the RFQ and ensure that the appropriate information is submitted.

5.3 Content and format for RFQ Submission

Cover page(s): To include identification of RFQ Respondent and Submission Form
Table of Contents
Chapter 1- General Information

1.1 Description of RFQ Respondent

Identify the nature of the business and the form and ownership of the RFQ Respondent’s business structure (e.g., corporation, partnership, joint venture, consortium, special purpose vehicle).

1.2 Description of Project Lead for the RFQ Respondent

Identify the individual who will be responsible for leading the Project, including title and any relevant experience.

1.3 Contact Person

Provide a single contact person for all future communication between HRRRA and the RFQ Respondent. Please identify the contact person’s name, title, organization, address, telephone

Chapter 2 – Technical and Operational Capability

RFQ Respondents must provide evidence of their ability to design, built, commission, operate and maintain the Facility.

Chapter 3 – Project Management Capability

RFQ Respondents must provide evidence of their ability to project manage the implementation of the Project.

Chapter 4 - Financial Capability

RFQ Respondents must provide evidence of their ability to procure and finance the Facility. RFQ Respondents should note that information and materials submitted to demonstrate financial capability should be in a separate package marked “Financial Information”.

6 REVIEW AND EVALUATION OF SUBMISSIONS

6.1 RFQ Submission Review

RFQ Submissions will be reviewed to ensure that all of the information requested is included and that the RFQ Submission is, therefore, complete. The completeness review will ensure that (i) the required contents have been submitted and (ii) that such contents have been submitted in the format as set out in this RFQ. Failure to provide a substantially complete RFQ Submission may result in the RFQ Submission not being evaluated for content. A substantially complete RFQ Submission means an RFQ Submission that, in HRRRA’s unqualified subjective discretion, represents a good faith effort to meet the requirements as set out in this RFQ.

6.2 RFQ Submission Evaluation

All substantially complete RFQ Submissions will be evaluated by HRRRA and its legal and financial advisors using the criteria set out in **Section 6**. If any RFQ Respondent fails to meet any of the evaluation criteria required to pass the RFQ Submission evaluation as set out in **Section 7**, HRRRA may disqualify the relevant RFQ Respondent.

Meeting the criteria is an ongoing requirement that will continue after the RFQ Submissions have been submitted and evaluated. RFP Respondents may be required to include an acknowledgement with their RFP Submissions that they continue to meet the RFQ evaluation criteria.

6.3 Clarifications

During the evaluation of RFQ Submissions, HRRRA may request that any RFQ Respondent provide further clarification of any part of its RFQ Submission. HRRRA may disqualify the relevant RFQ Respondent if the clarification reveals:

- that information contained in the RFQ Submission is materially inaccurate; or
- information that may materially adversely affect the ability of the RFQ Respondent making the relevant RFQ Submission to deliver the Project.

RFQ Respondents should make no assumption in an RFQ Submission that HRRRA has any knowledge of the RFQ Respondent (or its team members), or of the experience, expertise or performance of the RFQ Respondent (or team members) on projects other than provided in a RFQ Submission.

7 EVALUATION CRITERIA

This section sets out the evaluation criteria that RFQ Respondents must meet.

7.1 Technical Capability

Each RFQ Respondent must show that it has the technical capability, experience and expertise (either directly or through the use of other parties such as consultants or contractors etc.) to design, construct, if necessary, and operate the System. Appropriate experience in similar projects is essential.

7.2 Financial Capability

Each RFQ Respondent must show that it has strong credit backing, and can directly or indirectly successfully arrange any necessary financing for the Project, and arrange the required security on completion and performance, by providing:

- (a) complete disclosure of any incidents of default on projects and the current status of such incidents;
- (b) complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the RFQ Respondent from implementing the Project; and
- (c) the RFQ Respondent's and related entity's latest audited (or reviewed, or certified, as applicable) financial statements available as at the date of the RFQ Submission.

7.3 Project Management Capability

Each RFQ Respondent must show that it has the ability to manage a project of the nature and scope of the Project.

8 OTHER MATTERS

8.1 Cost and Expenses of RFQ Respondents

All costs and expenses incurred by an RFQ Respondent in the preparation and delivery of its RFQ Submission or in providing any additional information necessary for the evaluation of its RFQ Submission will be borne solely by the RFQ Respondent.

8.2 Changes to RFQ Respondents

If there is a material change in the information provided to demonstrate technical, financial and

project management capabilities of a RFQ Respondent which has made an RFQ Submission, the applicable RFQ Respondent must notify HRRRA in writing by delivery or e-mail (at the Submission Address), within five (5) working days of any such addition, deletion or change. HRRRA has the right to disqualify any such RFQ Respondent and/or to reject the RFQ Submission of any such RFQ Respondent if HRRRA considers that the addition, deletion or change may have a material adverse impact on the ability of the RFQ Respondent to carry out the Project.

8.3 Examination and Interpretation of Documents

Each RFQ Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, and any conditions that may in any way affect its RFQ Submission.

8.4 Rights of HRRRA

Notwithstanding anything else in this RFQ, HRRRA has the right to change the dates, deadlines and requirements described in this RFQ, to reject any or all RFQ Submissions, to disqualify any RFQ Respondent, to change the limits and scope of the procurement process and/or Project, to cancel this RFQ or the procurement process and/or Project or to elect not to proceed with the procurement process and/or Project for any reason whatsoever, without incurring any liability for costs and damages incurred by any RFQ Respondent.

8.5 No Collusion

At all times, each RFQ Respondent will be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud. HRRRA has the right to disqualify any RFQ Respondent and/or reject any RFQ Submission where it finds any evidence that an RFQ Respondent has taken part in collusive or fraudulent behavior.

8.6 HRRRA's Right to Verify

HRRRA may independently verify any information in any RFQ Submission. HRRRA has the right to disqualify any RFQ Respondent and/or to reject the RFQ Submission of any RFQ Respondent whose RFQ Submission contains any false or misleading information. HRRRA also has the right to disqualify any RFQ Respondent and/or to reject the RFQ Submission of any RFQ Respondent, who, in HRRRA's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the evaluation of the relevant RFQ Respondent's RFQ Submission.

8.7 Failure to Comply

Failure to comply with any requirements of this RFQ may result in disqualification of the RFQ Bidder and/or the rejection of its RFQ Submission.

8.8 No Communications with HRRRA Staff and Member Representatives

Except as otherwise authorized by this RFQ, during the period while Phase I of the RFQ process is active (i.e., from the date HRRRA issues the RFQ until the date HRRRA selects the successful Respondent with which to negotiate a contract), firms and individuals contemplating or preparing RFQ Submissions are prohibited from contacting HRRRA staff or HRRRA member representatives or their alternates in an ex parte manner to discuss the RFQ submission process. A firm's RFQ Submission shall be rejected if any of the foregoing ex parte communications take place.

HRRA MSW Tonnage

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Jan	13,991.82	13,727.56	11,998.20	10,412.62	10,204.23	10,816.98	10,909.90	9,521.05	8,709.97	8,193.26
Feb	11,251.01	12,261.85	10,559.05	9,082.72	9,656.34	9,759.96	8,305.92	7,648.06	7,070.96	7,626.85
Mar	13,586.03	12,938.48	12,094.95	12,008.02	11,809.91	10,632.01	9,199.49	8,507.43	8,415.64	9,077.68
Apr	14,243.86	13,532.91	12,384.76	13,461.21	11,212.42	10,269.20	10,373.68	10,330.16	8,796.55	8,669.38
May	15,100.68	14,417.45	12,821.08	11,285.47	12,081.01	11,825.87	11,536.19	10,632.45	10,095.92	9,103.14
Jun	14,857.04	14,134.43	13,508.79	12,956.37	12,998.70	11,246.95	11,665.08	9,908.25	10,776.39	
Jul	14,906.13	14,853.30	13,476.26	12,118.43	11,142.45	11,818.05	11,885.87	11,457.12	10,613.73	
Aug	15,374.94	13,819.58	12,872.00	12,195.33	12,835.18	12,154.61	10,442.51	9,504.43	9,308.83	
Sep	13,488.56	14,498.57	12,926.01	11,601.53	12,916.11	10,816.64	10,090.83	9,830.16	9,562.86	
Oct	15,192.78	13,708.95	12,579.84	11,516.97	11,226.64	11,417.38	11,022.28	10,320.11	9,101.82	
Nov	14,305.49	12,253.76	12,116.02	11,829.98	12,497.05	12,158.28	9,445.19	8,872.00	9,051.83	
Dec	13,698.66	13,982.09	12,323.62	11,949.55	11,610.69	10,727.36	10,068.41	10,111.75	9,176.60	
Total Tons YTD	169,997.00	164,128.93	149,660.58	140,418.20	140,190.73	133,643.29	124,945.35	116,642.97	110,681.10	42,670.31

Schedule 1 - Tonnage History 2010-13

Transfer Station Tonnage By Month/Year

	Newtown TS				Danbury TS				Ridgefield TS				Total			
	2010	2011	2012	2013	2010	2011	2012	2013	2010	2011	2012	2013	2010	2011	2012	2013
January	1,021.13	1,083.79	1,048.87	947.11	8,540.27	8,290.44	8,910.35	9,171.88	851.22	830.00	857.76	790.91	10,412.62	10,204.23	10,816.98	10,909.90
February	874.06	951.83	912.32	766.57	7,533.61	7,947.30	8,140.12	6,906.82	675.05	757.21	707.52	632.53	9,082.72	9,656.34	9,759.96	8,305.92
March	1,233.67	1,314.46	1,023.61	836.89	9,750.42	9,418.06	8,825.85	7,601.33	1,023.93	1,077.39	782.55	761.27	12,008.02	11,809.91	10,632.01	9,199.49
April	1,108.46	1,294.16	929.85	964.45	11,362.45	8,936.28	8,523.90	8,487.78	990.30	981.98	815.45	921.45	13,461.21	11,212.42	10,269.20	10,373.68
May	1,067.59	1,435.46	1,129.35	1,047.72	9,273.75	9,507.71	9,812.12	9,483.93	944.13	1,137.84	884.40	1,004.54	11,285.47	12,081.01	11,825.87	11,536.19
June	1,353.33	1,537.11	1,137.47	1,103.52	10,349.92	10,273.02	9,241.83	9,567.87	1,253.12	1,188.57	867.65	993.69	12,956.37	12,998.70	11,246.95	11,665.08
July	1,188.35	1,307.90	699.87	1,000.29	9,791.96	8,881.27	10,217.16	9,825.04	1,138.12	953.28	901.02	1,060.54	12,118.43	11,142.45	11,818.05	11,885.87
August	1,221.82	1,468.40	898.11	994.21	9,908.91	10,190.69	10,332.87	8,511.53	1,064.60	1,176.09	923.63	936.77	12,195.33	12,835.18	12,154.61	10,442.51
September	1,113.05	1,419.11	879.63	936.76	9,392.40	10,210.66	9,135.61	8,507.71	1,096.08	1,286.34	801.40	646.36	11,601.53	12,916.11	10,816.64	10,090.83
October	1,298.88	1,168.94	946.38	1,037.88	9,159.19	8,973.48	9,669.69	9,306.30	1,058.90	1,084.22	801.31	678.10	11,516.97	11,226.64	11,417.38	11,022.28
November	1,331.38	1,183.00	1,112.61	947.15	9,310.98	10,095.17	10,014.31	7,880.09	1,187.62	1,218.88	1,031.36	617.95	11,829.98	12,497.05	12,158.28	9445.19
December	1,377.18	1,045.00	956.39	980.33	9,398.20	9,446.32	8,886.99	8,459.01	1,174.17	1,119.37	883.98	629.07	11,949.55	11,610.69	10,727.36	10,068.41
Total YTD	14,188.90	15,209.16	11,674.46	11,562.88	113,772.06	112,170.40	111,710.80	103,709.29	12,457.24	12,811.17	10,258.03	9,673.18	140,418.20	140,190.73	133,643.29	124,945.35

Schedule 1 - Tip Fee History

HRRRA TIP FEE HISTORY

	CY 04	CY 05	CY 07	CY 08	CY 09	CY 10	CY 11	CY 12	CY 13	CY 14	CY 15	CY 16
MSW												
Transfer fee	\$5.06	\$5.15	\$5.32	\$5.43	\$5.44	\$5.53	\$5.58	\$5.67	\$5.72	\$5.87	\$5.98	\$5.98
Transport fee	7.49	7.62	7.87	8.03	8.05	8.19	8.26	8.39	8.47	8.69	8.85	8.85
Disposal fee	61.41	62.45	64.53	65.87	66.06	67.11	67.69	68.78	69.48	70.05	69.89	69.89
HRRRA Program fee	0.55	0.55	0.56	0.58	0.62	0.69	0.77	0.77	0.79	0.81	1.00	1.00
MSW Tip Fee	\$74.51	\$75.77	\$78.28	\$79.90	\$80.16	\$81.52	\$82.29	\$83.60	\$84.45	\$85.42	\$85.73	\$85.73

	FY04/05	FY05/06	FY07/08	FY08/09	FY09/10	FY10/11	FY11/12	FY12/13	CY 13	CY 14	CY 15	CY 16
RECYCLING												
Sliding Scale tip fee	\$39.96	\$41.05	\$47.16	\$44.88	\$49.68	\$50.27						
Less Revenue Sharing	-5.25	-16.00	-16.50	-29.07	-39.24	-9.41						
HRRRA Admin Fee	3.80	13.46	8.34	23.19	28.56	-1.86	7.00	10.00	10.00	10.00	10.00	5.00
Recycling Tip Fee	\$38.51	\$38.51	\$39.00	\$39.00	\$39.00	\$39.00	\$28.50	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00