

REQUEST FOR QUALIFICATIONS (RFQ)
MIXED WASTE PROCESSING FACILITY & RECYCLING SERVICES
INCLUDING DESIGN, CONSTRUCTION AND OPERATIONS OF FACILITY
RFQ NUMBER 2015-08



ECUA BOARD MEMBERS

Dr. Larry Walker, Chairman, District Five
Ms. Vicki Campbell, Vice Chairman, District One
Ms. Lois Benson, District Two
Mr. Elvin McCorvey, District Three
Mr. Dale Perkins, District Four

Mr. Pat Johnson ESCAMBIA COUNTY PROJECT MANAGER

Mr. Randy Rudd, ECUA PROJECT MANAGER

Issued November 18, 2014

LEGAL ADVERTISEMENT

Applications for qualification for proposing for the Mixed Waste Processing Facility and Recycling Services Project for Escambia County and the Emerald Coast Utilities Authority, RFQ Number 2015-08, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, December 18, 2014, at which time only the names of the applications will be read aloud.

Escambia County and the ECUA are soliciting qualification statements from interested contractors experienced in the design, permitting, equipment system supply and turnkey facility installation and operation of a source separated recyclables and solid waste processing plant. While this is a joint Escambia County / ECUA project, the ECUA is issuing the RFQ. The submitted qualifications (or Responses) will be utilized to select the most qualified firms for ensuing negotiations of a Term Sheet leading to a Service Agreement. No interpretation of the meaning of the RFQ or other qualification documents will be made to any Applicant orally. Every request for such interpretation should be made in writing and addressed to ECUA, Attention: Amy Williamson, P.O. Box 15311, Pensacola, FL 32514 (e-mail: Amy.williamson@ecua.fl.gov) and to be given consideration must be received at least five (5) business days prior to the date fixed for Application submittal. Submissions received after the closing time will be returned unopened.

The Request for Qualification (RFQ) may be viewed at the following location free of charge:

- ECUA Purchasing and Stores Division, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL, 32514, between the hours of 8 a.m. and 5 p.m., Monday through Friday, telephone 850-969-3350, fax 850-969-3384, or the web www.ecua.fl.gov

The Request for Qualification (RFQ) packages may be obtained by contacting Amy Williamson, Senior Purchasing Agent, at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, 850-969-6531 or via email at Amy.williamson@ecua.fl.gov or on the web at www.ecua.fl.gov.

The ECUA and the Board of County Commissioners (BCC) reserves the right to waive informalities in any RFQ response; reject any or all applications; offer additional prequalification periods; and prequalify those applicants which in its judgment are responsible applicants with all decisions being made based upon what the ECUA believes to be the best interest of its ratepayers and citizens, in the reasonable exercise of its discretion. The ECUA and BCC shall also have the right to prequalify applicants and then later decide not to proceed with the contemplated Project.

Advertised November 13, 2014

ESCAMBIA COUNTY / EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR QUALIFICATIONS (RFQ) FOR MIXED WASTE PROCESSING FACILITY & RECYCLING SERVICES

Escambia County and the Emerald Coast Utilities Authority (ECUA) plans to receive sealed qualifications for the design, permitting, financing, construction, and long-term operation, of a facility as described herein. The plant will include the turnkey supply of all equipment and include all site work, installation, start-up, and acceptance testing of the facility that will recover materials from the current and future ECUA- and Escambia County (County)-generated recyclables and/or Municipal Solid Waste (MSW) streams.

As the first step in this process, the ECUA is issuing this Request for Qualifications (RFQ) to help develop, with the assistance of the County, a shortlist of qualified firms for interviews. Ultimately, it is expected that one firm will be chosen for detailed negotiations of a Service Agreement. Responses to this RFQ are to be addressed to ECUA Purchasing and Stores Manager, 9255 Sturdevant Street, Pensacola, Florida 32514 and clearly marked "**MIXED WASTE PROCESSING FACILITY & RECYCLING SERVICES RFQ RESPONSE TO RFQ Number 2015-08.**" Qualifications will be accepted until **2:00 P.M. local time, December 18, 2014.**

The Statement of Qualifications (Qualifications) submitted under this RFQ are subject to public inspection only to the extent allowed by Section 119.071, Florida Statutes, and other applicable law. Qualifications will be evaluated, and those submitting qualifications may be requested to provide presentations of their proposed services and experience.

Documentation provided must be specific and the data given must be clear and comprehensive. Documentation provided must pertain specifically to the entity that, at this time would be expected to propose on and implement the project, not an affiliated company, parent firm or entity.

An opportunity for site visit(s) will be scheduled by addendum to this RFQ. The site visit date will be scheduled in early December, 2014. No formal pre-qualification conference will be held as part of this RFQ process.

Escambia County and the ECUA reserve the right to accept or reject any or all Qualifications and to select a shortlist of firm's to enter into detailed negotiations of a Service Agreement.

The RFQ may be requested from Amy Williamson, Senior Purchasing Agent, ECUA at phone: 850-969-6531; via email at Amy.williamson@ecua.fl.gov; or on the web at www.ecua.fl.gov.

REQUEST FOR QUALIFICATIONS

Table of Contents

1.	REQUESTED SERVICES AND CURRENT OPERATIONS.....	1
1.1	Background on Escambia County and the ECUA and Pertinent Services and Facilities.....	1
1.2	Process of Contracting for Services through the RFQ	8
1.3	Overview Description of County and ECUA Site Options	10
1.4	Purpose	15
1.5	Proposed Scope of Work	15
2.	FACILITY DEMANDS	16
3.	THE PROCUREMENT TEAM AND CONTACT PERSON	19
4.	PROCUREMENT PROCESS	19
4.1	Process Overview.....	19
4.1.1	Objectives	19
4.1.2	No Formal Pre-RFQ Submittal Briefing Meeting.....	20
4.1.3	RFQ and Qualification Submittal	20
4.1.4	RFQ Evaluation and Determination	21
4.1.5	Preliminary Procurement Schedule	22
4.2	Qualification Requirements.....	22
4.2.1	Approach.....	22
4.2.2	Corporate Experience Requirements	22
4.2.3	Technical Criteria	23
4.2.4	Managerial (including Operational) Criteria	24
4.2.5	Financial Criteria	24
4.2.6	Qualifications Submittal Requirements	25
4.3	Submittal Process	28
4.3.1	Qualifications Submittal Format.....	28
4.3.2	Letter of Transmittal	28
4.3.3	Corporate Overview and Proposed Organization Structure	29
4.3.4	Technical and Managerial Qualifications and Experience	30
4.3.5	Financial Capability.....	30
4.3.6	Representations and Certifications	30
4.4	Procedures and Policies	30

4.4.1	Interpretations and Addenda	30
4.4.2	Contractor Acknowledgement	31
4.5	Rights of Escambia County and the ECUA.....	31
4.6	Qualified Contractor Incurred Costs.....	32
4.7	Accuracy of Information.....	32

Exhibits

Exhibit 1	– Location of Escambia County (Pensacola, Florida region).....	1
Exhibit 2	– Summary of Existing DSWM Facilities and Programs.....	3
Exhibit 3	– Existing Perdido Landfill FDEP Permits	4
Exhibit 4	– Potential Quantities of Project-Related Materials	6
Exhibit 5	– General Service Map of the ECUA Collection in Escambia County.....	7
Exhibit 6	– MWPF Services RFQ Schedule.....	9
Exhibit 7	– Current Site Layout	11
Exhibit 8	– Potential Facility Site at the County Perdido Landfill.....	12
Exhibit 9	– Aerial View of the CWRF.....	13
Exhibit 10	– CWRF Site Layout.....	14
Exhibit 11	– Potential Facility Site at CWRF	14
Exhibit 12	– Perdido Landfill Composition of Incoming Waste Percent by Weight ..	18
Exhibit 13	– Summary of the 10 largest Subcategories of the Waste Stream	18

APPENDIX A – RFQ Submittal Forms

Qualifications Form QF-1 – Reference Facility Experience

Qualifications Form QF-2 – Statement of Ownership

Qualifications Form QF-3 – Affidavit from Applicant

Qualifications Form QF-4 – Company/Guarantor Letter of Intent

APPENDIX B – Preliminary Pricing Sheet

APPENDIX C - Draft of Project Term Sheet

APPENDIX D – PLF Tonnages FY11/12 through FY13/14

APPENDIX E – County Flow Control Ordinance

APPENDIX F – Waste Composition Study for Escambia County, FL

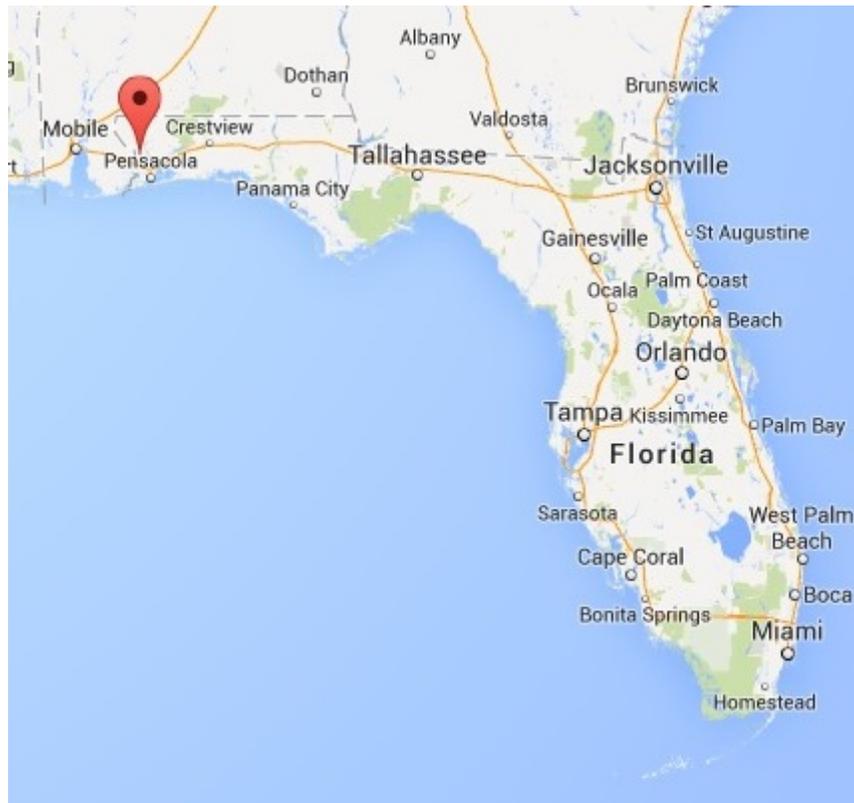
1. REQUESTED SERVICES AND CURRENT OPERATIONS

1.1 Background on Escambia County and the ECUA and Pertinent Services and Facilities

Introduction

Exhibit 1 locates the City of Pensacola in the far northwest corner of the State of Florida. Pensacola is the County seat of Escambia County.

Exhibit 1 – Location of Escambia County (Pensacola, Florida region)



A County Ordinance 2007-39 (Appendix E – County Flow Control Ordinance) requires all commercial and residential solid waste generated in the County to be delivered to the Perdido Landfill (Landfill or PLF), which is located in Escambia County (County) at 13009 Beulah Road, Cantonment, Florida 32533. In addition, the County has a Non-Exclusive Franchise Agreement for the transportation of Commercial Solid Waste which designates all commercial waste to PLF as well.

Escambia County and the ECUA are interested in developing a project that involves a Mixed Waste Processing Facility (Facility) as specified in this RFQ. ECUA and the County are cooperating in the development effort initiating with this RFQ process.

Perdido Landfill

The PLF was first permitted as a solid waste management facility in 1981, and the site has a total area of approximately seven hundred (700) acres. Three hundred (300) of the 700 acres is available for development of a waste processing/recovery project. The PLF is owned and operated by the County and is authorized to operate a Class I Landfill, Class III Landfill, Yard Waste Recycling, Waste Tire Collection Center, and Landfill Gas Management System, with an approximately 104-acre total disposal area. Current infrastructure includes:

- Improved roads
- Site security
- 16,000 sq ft commodity storage building
- 440/3 phase power supply
- 10" water supply line
- Seven mile HDPE pipeline to International Paper
- One manual inbound scale
- One automated inbound scale
- One manual outbound scale
- Household Hazardous Waste Facility
- End-of-Life Electronics
- Permitted Class-I landfill (receives approximately (770tpd)
- Permitted Class-III landfill
- Landfill Gas Collection Control System generating excess renewable fuel supply which could be made available for a CNG project
- Landfill Gas to Electricity Facility operated by Gulf Power
- Landfill Gas Flare System
- One Citizen's Convenience Center
- Waste Tire Collection
- Fleet Maintenance Shop
- Yard Trash/Vegetation Processing
- Recycling Drop Off

Exhibit 2 summarizes the Escambia County Department of Solid Waste Management (DSWM) facilities and programs. Exhibit 3 lists the active Florida Department of Environmental Protection (FDEP) Landfill permits.

Exhibit 2 – Summary of Existing DSWM Facilities and Programs

Facilities/Programs	Description
Palafox Transfer Station (PTS)	<ul style="list-style-type: none"> • Accepts Class I, Class III, and other wastes. • Waste is delivered to the PLF.
Perdido Landfill (PLF)	<ul style="list-style-type: none"> • Accepts Class I, Class III, and C&D debris. • Disposal footprint is approximately 104 acres. • Average acceptance rate is approximately 770 TPD.
On-Site Inactive Recycling Facility	<ul style="list-style-type: none"> • Formerly processed Single-stream recyclable materials collected from Drop-Off Recycling Program. • Current recycling delivered to a private contractor in Escambia County.
Drop-Off Recycling Program	<ul style="list-style-type: none"> • 9 drop-off sites • Fiber only accepted
Yard Waste Processing Facility	<ul style="list-style-type: none"> • Commercial haulers and citizens drop-off yard waste • Low-grade mulch and wood chips are produced and primarily used on site.
Waste Tire Collection Center	<ul style="list-style-type: none"> • Trailers are filled and then removed and replaced by a contractor. • Processing does not occur at the PLF.
Citizen Convenience Center (CCC)	<ul style="list-style-type: none"> • Self-haulers drop off their waste at the CCC at the PLF. Spotters remove prohibited materials from self-hauled waste at the CCC before the waste is landfilled in the Class I area.
Household Hazardous Waste Center	<ul style="list-style-type: none"> • The Household Hazardous Waste Center at the PLF collects household hazardous waste from County residents. The collected waste is disposed of by a hazardous waste disposal contractor.
End of Life Electronics Recycling	<ul style="list-style-type: none"> • Quarterly regional roundups occur at various locations in the County. • Commercial and large quantities can be scheduled to drop-off at the PLF. • Citizen drop-off at Electronics Section of CCC.
Gas-to-Energy Program	<ul style="list-style-type: none"> • Two reciprocating engines convert collected PLF gas to electricity.
Borrow pit soil operation	<ul style="list-style-type: none"> • Source of soil for landfill operations.

Exhibit 3 – Existing Perdido Landfill FDEP Permits

Solid Waste Management Facility DEP File No.	
Class I Landfill	0000667-021-SC
Closed Class III Landfill	0000667-022-SO
Waste Tire Collection Center	0000667-023-WT
Landfill Gas Management	0000667-024-SO
Other Department Permits at this Facility DEP File No.	
Stormwater Management System ERP	17-0000667-018-EI
Wetland Impacts ERP	17-0000667-019-DF
Title V Air Operation	0330246-008-AV

The PLF has accepted an average of approximately 240,000 tons per year (TPY) (approximately 770 tons per day [TPD]) in the past 3 fiscal years. Appendix D presents waste streams and the associated tonnage received at the PLF in the past 3 fiscal years (FY11/12 through FY13/14). The PLF operates from 5:00 AM to 5:00 PM Monday through Saturday and is closed New Year’s Day, Independence Day, Thanksgiving, and Christmas.

PLF is under contract to provide landfill gas (LFG) to Gulf Power, which operates an electrical generation plant. The contract period has approximately 15 years remaining. Currently two Caterpillar reciprocating generators are operational. PLF is generating approximately 600 scfm of landfill gas over and above the current flow required to operate the two generators. This additional resource could potentially be made available for this project if applicable. The County is open to discussions for beneficial reuse of this excess landfill gas or biogas generated as a result of this project.

Palafox Transfer Station

Approximately half of the waste received at the PLF originates at the Palafox Transfer Station (PTS) at 2906 North Palafox Street, Pensacola, FL. Unlike the PLF, large recyclable metals, white goods, waste tires, and yard waste are not accepted at the PTS. Waste brought to the PTS is weighed, inspected, loaded into transfer trailers, and transported to the PLF for final disposal. Waste is transferred by County staff to the Perdido Landfill. Hours of operation are Monday – Friday 5:30 am – 2:00 pm. Current infrastructure includes:

- One inbound manual scale
- One outbound manual scale

- 11,000 sq ft tip floor
- One pit scale

Equipment utilized at this facility include:

- One full time CAT 966 loader
- One relief CAT 966 loader
- One skid steer loader
- Four full time semi-tractors
- One relief semi-tractor
- Five Keith walking floor trailers

Recycling

The PLF has several waste diversion programs including Drop-Off Recycling, End-of-Life Electronics, Yard Waste, Waste Tires, and Household Hazardous Waste. The Drop-Off Recycling Program (approximately 12 tons per week) owned and operated by the County is comprised of collecting recyclables from 9 drop-off locations in the County. The following materials are collected from drop-off bins:

- Cardboard
- Junk mail
- Other paper
- Magazines
- Newspapers

The recyclables from the nine (9) drop-off locations are managed at a facility not owned or operated by the County.

Curbside, drop-off, and commercial collection of recycling are ongoing within the City of Pensacola (COP) and unincorporated areas of Escambia County. Managing recyclable materials from the COP, ECUA, and private companies will be at the sole discretion of these entities.

The Yard Waste Processing Facility at the PLF accepts yard waste from commercial haulers and self-hauling citizens. This material is processed on-site, and beneficially reused for site maintenance and daily operations. Only a small fraction of the yard waste generated in the County is received at the PLF.

A Waste Tire Collection Center is located at the PLF. Approximately 500 tons of tires are managed annually through contracted waste tire handler. Recycling waste tires may be included in the project if applicable.

Emerald Coast Utilities Authority (ECUA)

The ECUA was created by State Legislation in 1981 to acquire, consolidate, manage, and operate the water and wastewater systems in and around Pensacola, Escambia County, Florida. ECUA's service area is in Escambia County, which is located in the far northwestern part of Florida. ECUA owns and operates a water

supply and distribution system and wastewater collection and treatment system (collectively the "System") serving the City of Pensacola and several surrounding communities.

ECUA provides for the collection of solid waste in part of Escambia County through the ECUA Sanitation Department and Fleet Services Department. The ECUA Sanitation Department serves the unincorporated Escambia County, providing residential sanitation collection services to approximately 74,000 customers.

The ECUA has a fleet of more than 350 vehicles. Currently seventy-five of those vehicles are fueled by compressed natural gas (CNG). Last year the ECUA purchased over 426,000 diesel gallon equivalent (DGE) of CNG to fuel those existing seventy-five CNG vehicles. An additional 250,000 gallons of diesel fuel and 85,000 gallons of gasoline were purchased by the ECUA during FY 2013. ECUA purchases 10-15 CNG fueled replacement vehicles each year; therefore, it is anticipated that the use of CNG will increase in future years. ECUA is interested in exploring the possibility for the Project potentially providing a source of such renewable fuel through biogas.

MSW and SSR Tonnages

The recent historical tonnages of MSW that have been landfilled are presented in Appendix D. Tonnage data for Source Separated recyclables (SSR) that have been collected by ECUA are summarized in Exhibit 4.

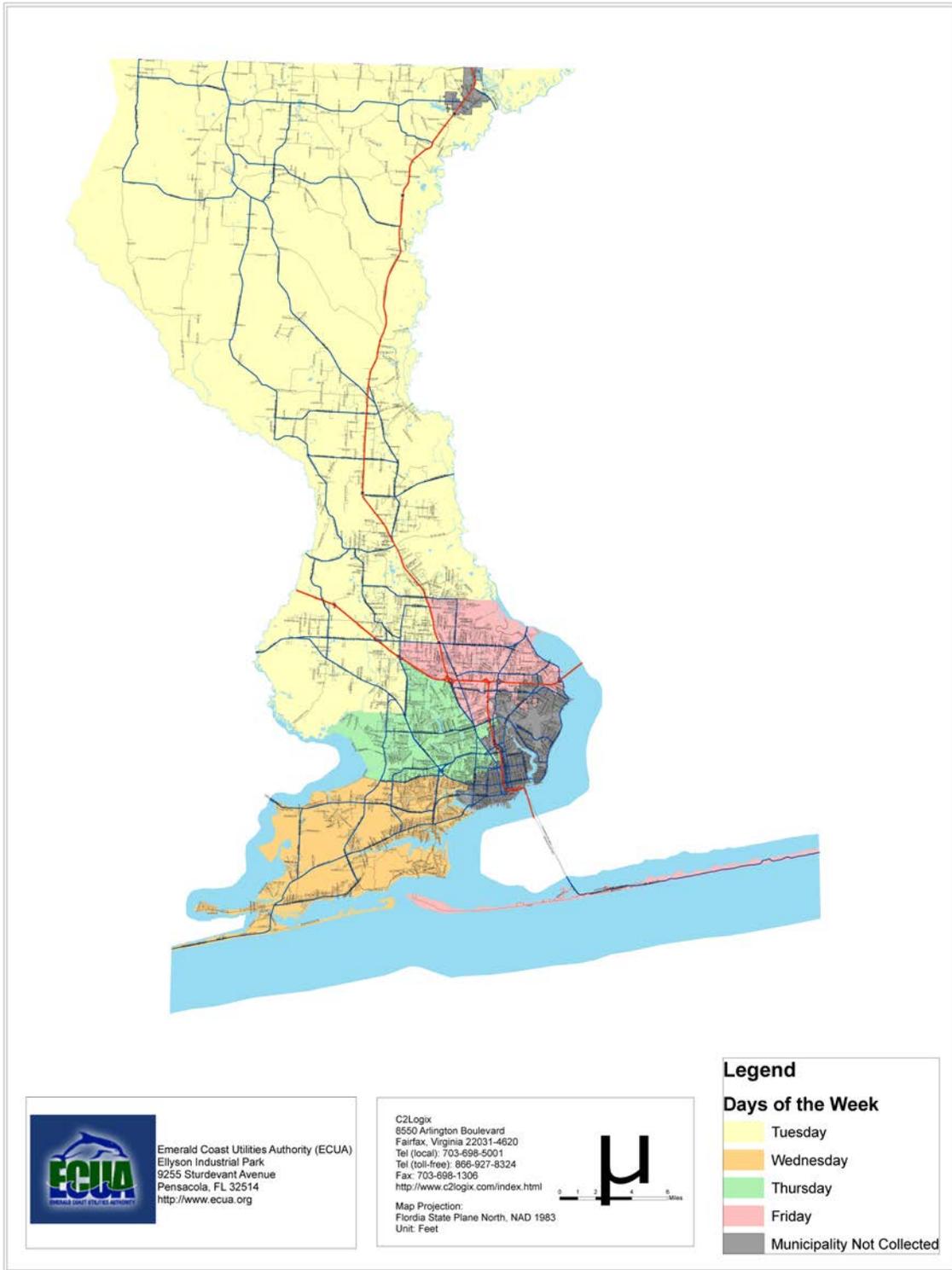
Exhibit 4 – Potential Quantities of Project-Related Materials

	FY 14 Tonnages	FY 13 Tonnages	FY 12 Tonnages
SSR- total	14,000	13,000	12,000

NOTE: The Fiscal Year starts on October 1.

The Sanitation Department of ECUA can provide approximately 12,000-14,000 tons of curbside collected single stream recyclables (SSR) from Escambia County annually. The ECUA also currently collects approximately 6,000 tons of SSR from Santa Rosa County. The amount of SSR collected by the ECUA from Santa Rosa County will presumably increase on or around January 2, 2015, which is the time ECUA anticipates beginning to provide curbside collection services for SSR in defined areas of Santa Rosa County. The ECUA currently collects approximately 90,000 tons of MSW annually from residential and commercial customers, which is included in the tonnage information for Escambia County.

Exhibit 5 – General Service Map of the ECUA Collection in Escambia County



1.2 Process of Contracting for Services through the RFQ

This is a RFQ solicitation, and pending review of the RFQ submittals and the associated additional technical, business and financial information, a Request for Proposals (RFP) is NOT planned to be issued. At this time, and after shortlisting of Applicants for more detailed review, one Preferred Contractor (consisting of a single entity or a combined Proposal from multiple entities with one lead entity) is anticipated to be selected to ultimately enter into final negotiations to provide the system and services required. Subject to finalization during the evaluation and negotiations process, the primary objective and expected services are summarized as follows:

Primary Objective: To hire a private contractor to complete the detailed design, permitting, financing, equipment supply and installation, site and building construction, start-up, testing and long-term operation of a turnkey facility to serve the needs of the entire County. ECUA and the County can provide the Contractor with single stream recyclables and MSW as feedstocks from its internal operations. Other locally generated feedstocks in the region may also be available which are not controlled by either the ECUA or County. Depending upon the technology proposed, the ECUA and/or the County could also be a customer for biogas produced by the project.

As one siting option, the ECUA can provide land adjacent to the Central Water Reclamation Facility (CWRF) for the Facility. Additionally, land at the Landfill can also be provided by Escambia County as a Facility site. The Applicant may also be interested in other locations not controlled by either the ECUA or County. Regardless, the Applicant is free to select the location(s) it deems most suitable for its operations, and it shall indicate that location in its submittal. The Applicant could also provide a submittal in which the facilities required to accomplish the goals of this RFQ are located at multiple sites within Escambia County, Florida.

This RFQ expects the Proposer's Facility to involve new technologies that have been successfully demonstrated. A certain level of proven experience is required, and subject to the waste streams to be processed and materials to be recovered and marketed. The Landfill will be available for non-recovered residues, and must be utilized by the contractor, for all such wastes that are not recovered for recycling or other reuse opportunities.

This RFQ is not designating any specific technology to be utilized to produce the recovered materials that are expected to be recycled and integrated into the general marketplace. Rather, the RFQ allows the "deemed-to-be qualified" contractors the opportunity to make their specific presentation of capabilities to be considered by the ECUA and the County, and to address the required needs in a complete and comprehensive written response to this RFQ. It is expected that some type of mechanical separation, sorting or processing of the SSR and MSW streams to extract materials capable of being recycled through traditional means will take place prior to disposal at PLF or any additional recycling process.

While subject to change, the current RFQ schedule is presented in Exhibit 6.

Exhibit 6 – MWPF Services RFQ Schedule

<u>Event</u>	<u>Date</u>
Advertise RFQ	November 18, 2014
RFQ available	November 18, 2014
Qualifications Due , addressed to: ECUA Purchasing and Stores Manager 9255 Sturdevant Avenue Pensacola, FL 32514	December 18, 2014 2:00 p.m.
Up to three Applicants shortlisted as the most Qualified Contractors for initial negotiations of a Term Sheet	December 31, 2014
Negotiations of Detailed Term Sheet Completed with the intent to select a Preferred Contractor	January 30, 2015
Agenda Package reflecting Preferred Contractor and documentation for Selection submitted to ECUA Board	February 11, 2015
Preferred Contractor and business arrangement submitted to ECUA Board for Selection and Approval	February 26, 2015
Based on ECUA Board Action, the Preferred Contractor and business arrangement submitted to Escambia County BCC for Approval	March xx, 2015
Based on ECUA Board and County Board action, negotiations of detailed Service Agreement for the Facility to be Completed	April 15, 2015
Commercial Operations of Facility	Within 24 months of signing of the Service Agreement

This RFQ is not designating any specific technology to be utilized to produce the recovered materials that are expected to be recycled and integrated into the general marketplace rather, the RFQ allows “deemed to be qualified contractors” the opportunity to make their specific presentation of capabilities to be considered by the ECUA and Escambia County, and to address the required needs in a complete and comprehensive written response to the RFQ.

Escambia County and the ECUA have control of certain single stream recyclables (which are included in the Source Separated Recyclables quantified in this RFQ) and MSW as described in Section 2.1 through the collection efforts of their sanitation and solid waste departments (as further discussed in Section 2.2). The Landfill, shown in Exhibit 7, is the primary disposal site for all in-County MSW and waste flow control exists within the County. Therefore, the quantities of these waste types are generally known at this time.

1.3 Overview Description of County and ECUA Site Options

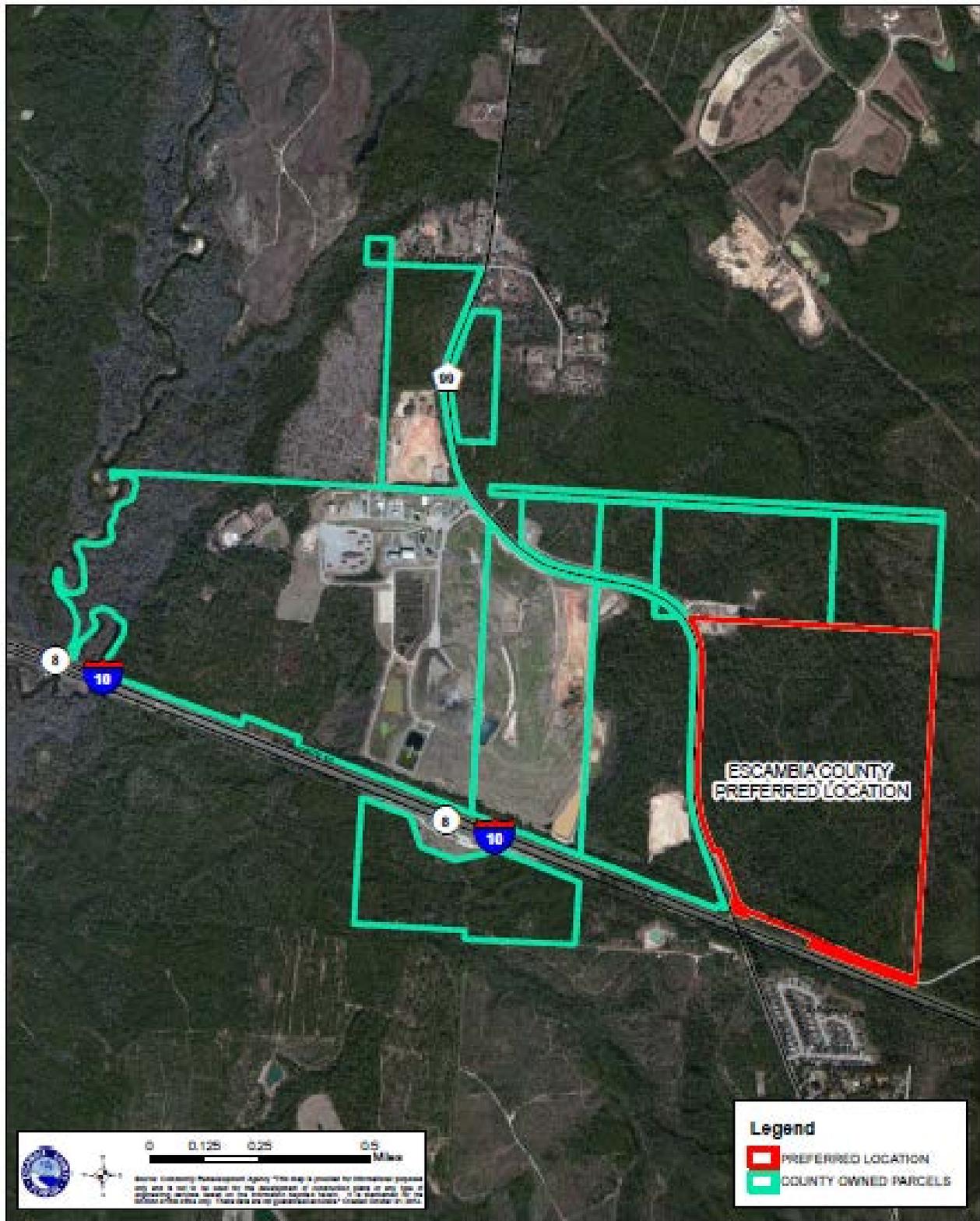
Regarding the site location options, site delineation is to be provided by the Applicant and indicated as such in their submittal. The County prefers this project to be located on approximately 300 acres of Escambia County property adjacent to the existing Landfill site as shown in Exhibit 8. Upon approval by the County, this acreage can be donated for this project. Infrastructure listed in Section 1.1 above is in close proximity to this property, easily accessible and offers several amenities for a waste processing facility, i.e. improved roads, commodity storage, disposal site, site security, adequate buffer, etc. Additionally, the Landfill site is under the jurisdiction of the County whereby economic development incentives are available for project development.

The County site is located approximately seven miles from Interstate 10 interchange. Over 50% of the seven mile roadway is planned four lane construction within the next three years by FDOT. The County site is adjacent to the proposed Interstate 10 and Beulah Rd interchange as well. International Paper is approximately seven miles from this location. Also near this site is a high pressure natural gas distribution supply line.

Exhibit 7 – Current Site Layout



Exhibit 8 – Potential Facility Site at the County Perdido Landfill



The ECUA currently operates three wastewater treatment plants (WWTP) in Escambia County with the largest called the CWRF with a 22.5 million gallons per day (MGD) design capability.

CWRF is a new WWTP located approximately 15 miles inland (out of the floodplain) and provides for reuse of the majority of the reclaimed water by power companies and industries. The CWRF is pictured in Exhibit 9.

Exhibit 9 – Aerial View of the CWRF



A more detailed presentation of the CWRF site, with all of the key structures identified, is presented in Exhibit 10. As currently conceived, and depending upon the size of the ultimate project and the feedstocks utilized, the project could be located in the center-left of Exhibit 11, immediately above the truck scales.

Exhibit 10 – CWRP Site Layout

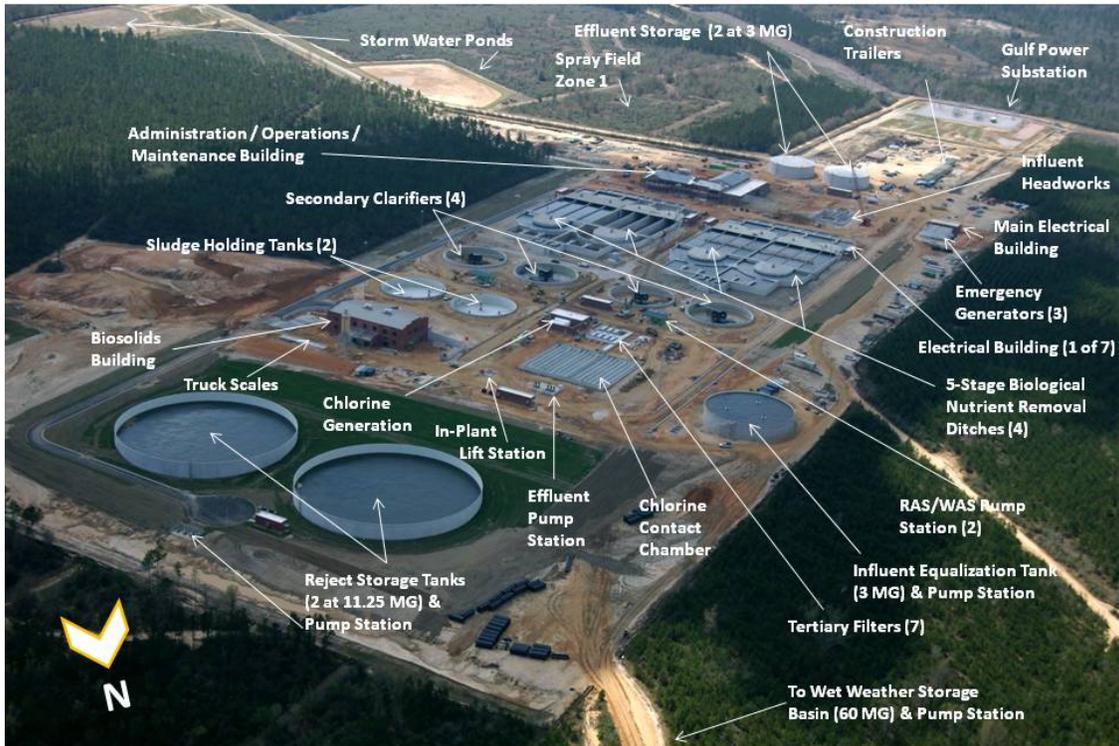


Exhibit 11 – Potential Facility Site at CWRP



1.4 Purpose

On behalf of the County and ECUA, the ECUA is taking the lead on this procurement. Together they are requesting statements of qualifications from interested companies (hereinafter referred to as "Applicant" or "Applicants") that ultimately might be deemed as "Qualified Contractors" relative to the potential design, permitting, construction and operation of Mixed Waste Processing Facility (Facility). The Facility could be located on a site owned by ECUA adjacent to the new CWRP, or at a site near the County Landfill, or another site selected by the Applicant and clearly described in the RFQ response.

Applicants who participate in, and comply with, the RFQ process and submit appropriate responses ("Qualifications") will be evaluated in accordance with the procedures and criteria set forth in this RFQ.

However, depending on the merits, performance guarantees and pricing to be developed during the ensuing negotiations process, it is anticipated that Escambia County and the ECUA will select and enter into a Full Service Design/Build/Operate Agreement for the Facility with one of the Qualified Contractors that, in the sole judgment of the ECUA and County, submits a response to this RFQ deemed to be in the best interests of the ECUA and County. To be eligible to enter into any agreement, the selected Qualified Contractor (called the "Preferred Contractor") must continue to meet the Qualifications Criteria (defined hereafter) set forth herein until and through contract execution and financing of their Facility. This condition would be stipulated in any final negotiated Term Sheet (see Draft of Project Term Sheet in Appendix C) and initially negotiated with the most Qualified Contractor.

1.5 Proposed Scope of Work

Based on an RFQ being issued in mid-November of 2014 as noted in Exhibit 6, the Draft Term Sheet negotiations will commence before the end of the 2014 and concluded in January 2015. Based upon ECUA Board and County Board actions in early 2015, a Service Agreement regarding the Facility is currently anticipated to be negotiated and signed at the end of the first quarter of 2015.

A number of important activities will need to be completed during the course of the initial term of the Service Agreement, which will be Conditions Precedent to the Service Agreement and include such things as the permitting and financing of the Facility. The ECUA and County desire to make the Contractor selection process and the transition away from the current ECUA single stream processing agreement and the landfilling of MSW as smooth as possible. Therefore, the ECUA expects that the Applicants to this RFQ and all of the selected Qualified Contractors will provide a qualified project and management team able to undertake such a proposal effort and all of the requisite skills to design, permit and then construct and operate the Facility.

2. FACILITY DEMANDS

In addition to providing services for the SSR and MSW generated in the County, it is anticipated that the Facility would be available for the Contractor to service other non-County locations and offer services at this privately-owned Facility.

The Contractor will be responsible for all funding, design, permitting, construction and operations of the Facility.

The Facility must be funded, permitted, constructed and be ready for commercial operational within 24 months of the Commencement Date of the Service Agreement. A to-be-negotiated liquidated damage payment will be charged the Contractor in the event the 24 month deadline is not met by the vendor.

The County and ECUA will provide no capital funding for the Facility and this project. The RFQ response should include sufficient information to demonstrate the Applicant's ability to fund (or obtain funding) for the design, permitting and construction of the proposed Facility.

As part of finalizing the Term Sheet related to the Project, the County and ECUA will negotiate the tipping fee for all Source Separated Recyclables and MSW delivered by the County and ECUA, or either's designee. The Contractor will determine the tipping fees for all other non-County MSW delivered to the Facility from third party suppliers. [Refer to Appendix B for example of the Preliminary Pricing Sheet that will be negotiated with the shortlisted Applicant's as part of their respective Term Sheets prior to selection of the Preferred Contractor]. The Contractor will pay the County and ECUA a negotiated fee for the value of the SSR delivered to the Facility. The Applicant's offer, and the filling-in of Appendix B, will be part of the Project Term Sheet negotiations process.

The Landfill currently operates from 5:00 AM to 5:00 PM Monday through Saturday and is closed New Year's Day, Independence Day, Thanksgiving and Christmas. Exhibit 4 presents waste stream Composition Study conducted in July 2013.

The County and ECUA will guarantee to the delivery of a minimum of 200,000 tons per year (TPY) of residential and commercial MSW, including the SSR quantities. The Contractor will be able to accept delivery of MSW from other sources. However, any tonnages from out-of-county third-party waste delivered to the Facility, would be used to off-set any annual shortage in tonnage not delivered by the County or ECUA, if such circumstances were to exist.

The County prefers to locate the Facility on County property located near the existing Landfill. As part of the Term Sheet establishing the framework for a Service Agreement, if the landfill site is elected by the Applicant, the County will negotiate with the selected Contractor to provide County-owned land. However, as noted earlier in this RFQ, ECUA also has land available at its CWRF and is willing to negotiate, as part of the Term Sheet and Service Agreement, placing the proposed Facility at that location. The Applicant is also free to pursue other suitable locations within the County and final selection will be part of final negotiations of the Term Sheet.

As part of the financial considerations associated with the Project, the selected Contractor will pay Escambia County a “per ton host fee” for all tons of MSW and SSR delivered to the Facility from out-of-County generating sources. Additionally, as an option that might be elected by Escambia County, a per ton host fee for all in-County waste might also be enacted. The finalization of these host fees will be part of the negotiations process to be conducted with the Qualified Contractors.

Any Applicant must currently be operating a commercial scale facility within the United States, which utilizes the proposed technology or combination of technologies, and is processing a minimum of 100,000 tons of MSW annually. Tours of such existing facilities must be made available to County/ECUA representatives upon request, during the RFQ response period evaluation and selection process. The number of annual jobs created at such existing commercial scale facility (ies) should be included in the RFQ response of the Applicant.

In the RFQ response, the Applicant may elect to provide a single technology or mixture of technologies integrated to provide a viable functional processing system. Such system must have a design capacity to process approximately 250,000 TPY of MSW, including the SSR. The Applicants proposed Facility must clearly illustrate the methodology that will be used to achieve a seventy-five percent (75%) diversion rate for the County as determined by State of Florida Statutes. Waste-to-energy or waste-to-fuel technology that meets State of Florida definitions as recycling are acceptable for illustrating such potential and such methodology, if selected, will be written into the Term Sheet and detailed Service Agreement. The County / ECUA preference is to maximize mechanical and biological recovery (including AD) prior to waste-to-fuel or thermal conversion.

Applicants should express in the RFQ response any additional capabilities that could be integrated into the Facility design with respect to the processing and recycling of other waste streams, such as Class III bulk waste, construction and demolition (C&D) waste, yard waste, wastewater sludge, tires, electronic waste and so on.

The County conducted a study in July–August 2013 at the County Landfill to estimate the composition of waste disposed of in the lined Landfill cells. This report, presented in Appendix F, did not include any SSR. Exhibit 12 presents a breakdown of the major waste categories received at the Landfill based on this study. Exhibit 13 summarizes the 10 largest subcategories of the waste stream based on the results of the composition study.

Exhibit 12 – Perdido Landfill Composition of Incoming Waste Percent by Weight

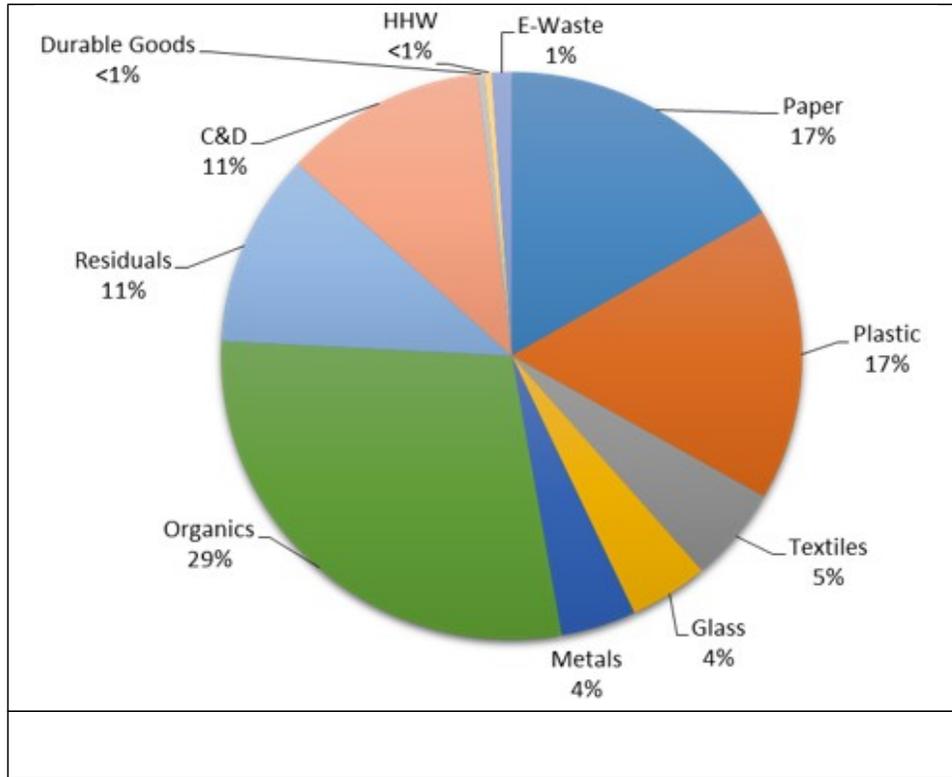


Exhibit 13 – Summary of the 10 largest Subcategories of the Waste Stream
 (Based on Results of Waste Composition Study Conducted July-August 2013)

Number	Component	Category	Total Waste Sorted (% by weight)
1	Soiled Paper	Organic	10.8
2	Food Waste	Organic	9.46
3	Corrugated cardboard	Paper	6.72
4	Fines 1 to 2 inches	Residual	5.44
5	Other plastic films	Plastic	5.37
6	Fines <1 inch	Residual	5.23
7	Diapers and sanitary waste	Organic	3.81
8	Yard Waste	Organic	3.58
9	Pasteboard	Paper	2.93
10	Clear PET #1	Plastic	2.73

3. THE PROCUREMENT TEAM AND CONTACT PERSON

The County and ECUA will set up a Joint Evaluation Committee (Joint Committee) that will review all submittals to this RFQ and make recommendations to their respective Boards.

Requests for information during the RFQ process must be made to the ECUA's RFQ Coordinator. No interpretation of the meaning of the RFQ or other pre-qualification documents will be made to any party orally. Requests for additional information or clarifications of the RFQ must be made in writing to the RFQ Coordinator, at the address below, no later than five business days prior to the date fixed for Qualifications Submittal.

ECUA, Attention: Amy Williamson, P.O. Box 15311. Pensacola, FL 32514 (e-mail: Amy.williamson@ecua.fl.gov)

Other Escambia County or ECUA staff, elected officials and Escambia County or the ECUA's agents and advisors, shall not be contacted.

4. PROCUREMENT PROCESS

4.1 Process Overview

4.1.1 Objectives

The ultimate intent of the ECUA and the County is to solicit qualified Applicants that have expertise in permitting, designing, financing, constructing and operating waste processing and recycling projects. The primary objective is to reduce the landfilling of in-County waste streams and increase recycling to assist the County to maintain compliance with the state goal. Applicants having experience with the actual operation, maintenance and/or management of such requested processing/materials recovery facilities is valuable experience to be presented.

Being able to show that the Applicant has successfully negotiated contracts for at least the design/construction of such an offering will be critical in the evaluation, with private funding and operations experience noted as additional evaluation criteria in Section 4.2.

Applicants that demonstrate in their RFQ responses their technical, managerial and financial resources sufficient to satisfy the ECUA and the County will be invited as the most qualified Contractors to further negotiate their Term Sheet offering with the Joint Committee. It is important to also note that the Joint Committee will lead the development of the drafting of the detailed Term Sheet with ultimately, a Preferred Contractor selected for review and potential approval by the ECUA Board and County Board. Thereafter, a negotiation process will be undertaken pursuant to the procedures and requirements stated in the negotiated Term Sheet, including

markup and negotiations of a Service Agreement.

4.1.2 No Formal Pre-RFQ Submittal Briefing Meeting

At this time, and as indicated in Section 1.2, there will not be a formal pre-RFQ submittal meeting. However, if submitted in writing by December 4, 2014, relevant questions regarding this RFQ, and the RFQ process, will be answered.

Copies of all questions and responses will be sent to all companies having requested the RFQ as an addendum to the RFQ. The identity of companies submitting questions will not be disclosed in the addendum. Only written responses provided by ECUA, in consultation with Escambia County, should be considered to be part of the RFQ requirements. Contractors shall direct all questions to the RFQ Coordinator identified in Section 3. This will assure that consistent and accurate information is disseminated.

However, one optional site visit to both the CWRf site and the Landfill site will be scheduled on December 1, 2014. The ECUA, and potentially the County, may require interested contractors to sign a waiver of liability agreement during the site visit, as it will not assume any liability for personal injury during such visit. An employee or agent of the ECUA and the County will escort each tour during their respective inspections. Answers to questions during the inspections should not be relied upon. To obtain answers that can be relied upon, questions from prospective contractors must be submitted in writing as described in Section 3 by December 4, 2014.

4.1.3 RFQ and Qualification Submittal

The responses to this RFQ are due to the ECUA on or before 2:00 PM local time on December 18, 2014, at the following address:

ECUA – Purchasing and Stores Manager
9255 Sturdevant Street
Pensacola, FL 32514

Applicants shall submit one (1) original that bears original signatures wherever signatures are required and that volume shall be clearly marked "Original", plus eight (8) additional hard copies of the original. Two electronic copies of the response to this RFQ in its entirety shall be included on two CD.

Place each copy of the Qualifications in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information on the outside of the envelope:

"SEALED STATEMENT OF QUALIFICATIONS - IMPORTANT"

"RFQ Number CC 2015-08 MIXED WASTE PROCESSING FACILITY & RECYCLING SERVICES"

"Thursday, December 18, 2014, 2:00 PM"

YOUR COMPANY NAME

The delivery of the RFQ response to the above address on the above date and prior to the specified time is the sole responsibility of the submitting entity. The ECUA shall not be responsible for delays caused by the selected delivery service. Any response to this RFQ delivered after the specified time will not be accepted and will be returned unopened to the contractor with a notation, "this Statement of Qualifications was received after the delivery time designated for receipt in the RFQ". NOTE: Submittals will not be accepted by fax or email.

4.1.4 RFQ Evaluation and Determination

While this is an ECUA-issued RFQ, the Joint Committee will select up to three finalists from the Applicants submitting responses to this RFQ. That selection will be based on the responses provided and the criteria listed herein. Finalists (Qualified Contractors) will begin negotiations of the detailed Term Sheet with the Joint Committee, following notification of selection. Following completion of Term Sheet negotiations, the Joint Committee will rank vendors, and their qualifications and Term Sheet proposals, along with the recommendation of a Preferred Contractor, will be submitted to the ECUA Board and the County Board of Commissioners for their respective approvals. The final Service Agreement will be a contract between the Preferred Contractor and Escambia County.

Specifically, after the RFQ responses have been received, the Joint Committee will evaluate the Qualifications, based on the Qualification Criteria contained in Section 4.2 of this RFQ (which includes the certifications and representations contained in the attached Qualification Forms) and the other requirements of this RFQ including, without limitation, Section 4.4.4.

Any Applicant who does not meet or exceed each of the Qualification Criteria stated in Section 4.2 of this RFQ may not be deemed a Qualified Contractor.

The Joint Committee will review the submissions and ultimately present a Preferred Contractor recommendation to the Escambia County Board of County Commissioner and the ECUA Board which shall consider the recommendations.

Among other criteria, Applicants may not be deemed qualified if:

- 1) The Applicant fails to submit a responsive RFQ submittal, including failure to provide all required documentation;
- 2) The Applicant fails to meet the Technical Experience Requirements;
- 3) The Applicant fails to meet the corporate experience requirements;

- 4) The Applicant fails to provide operational experience data on the technology;
- 5) Reasonable grounds exist that Applicant is involved in collusion among other applicants;
- 6) The Applicant, or any of its principals, is currently disbarred from bidding on public entity work in any state; and
- 7) The Applicant or an affiliate has been placed on the convicted vendor list following a conviction for public entity crime within the past 36 months.

Determination of each Applicant's pre-qualification status rests solely with the Joint Committee. The final selection decision being made based upon what the governing boards of the ECUA and County believe to be in the best interests of its ratepayers and citizens, in the reasonable exercise of their discretion. Neither the ECUA nor the County discriminates on the basis of race, color, national origin, sex, religion, age, marital status, or disability/handicapped status in employment or provision of service.

4.1.5 Preliminary Procurement Schedule

The preliminary timetable for the RFQ phase of this procurement process is shown in Exhibit 6. However, all of these activities and dates are subject to change.

4.2 Qualification Requirements

4.2.1 Approach

Responses to this RFQ will be evaluated on the basis of all the criteria set forth in this RFQ, including the technical, managerial (including operational experience) and financial criteria as summarized below. Each Applicant shall provide all requested information or shall give an explanation for any requested information not provided. The following sets forth the qualifications criteria (Qualification Criteria) that will be reviewed and considered as part of the selection process to establish the list of up to three Qualified Contractors for ensuing negotiations of a final Term Sheet for each.

4.2.2 Corporate Experience Requirements

Applicant shall provide all information requested in the attached Contractor Experience Questionnaire in addition to the requested information detailed below. Failure to provide this information may result in the Applicant not being prequalified to bid on this Project.

- 1) Years in business under the same corporate name.
- 2) Proof of licensure in the State of Florida, or ability to obtain such.
- 3) Proof that applicant is registered to do business in the State of Florida, or ability to obtain such.
- 4) Summary of claims and lawsuit history for the past five years.
- 5) Recent work experience and projects similar to scope noted.
- 6) Provide a statement of bonding capacity, name of Surety Company, with agent contact persons, and telephone numbers and confirmation that the

entity issuing all bonds is duly licensed and authorized to issue all of the required bonds by the Florida Department of Financial Services, Offices of Insurance Regulations. Define current maximum approved bonding program, allowable single project limit and current bonded work backlog.

- 7) Provide a statement that Applicant has not defaulted on a project nor failed to complete a project within the past five years. If this is not the case, explain and provide project contact information.
- 8) Provide a statement whether Applicant has or has not been involved in litigation as a plaintiff against an owner, design firm or construction contract administration firm, or served the owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routine change order requests, in the past five years. If Applicant has, explain and provide contact information. List any lawsuits or administrative actions to which the Applicant is currently a party or has been a party (either as a plaintiff or defendant) during the past five years.
- 9) With respect to previous projects completed or ongoing, provide a statement that the Applicant, as well as all of its affiliated companies, is not involved in any dispute, formal claim, or litigation with the owner, nor any authority or organization with which the owner has a vested interest. If this is not the case, please explain.
- 10) Provide a statement that the Applicant endorses a drug free work place.

4.2.3 Technical Criteria

The Applicant, or members of its implementation team, must demonstrate to the satisfaction of the Joint Committee that it has the technical experience as described in more detail in the following areas:

- At least two years' of experience in the management and the construction of waste processing and recovery projects
- At least one reference facility, with a preferred throughput capacity of at least 100,000 TPY, where the Applicant was responsible for at a minimum the design and construction. Reference facility preferred to be located in the United States and use the same technology used in the applicant's submittal to this RFQ. Include the diversion rate, of the reference facility and methodology used to determine it. If multiple processes are being proposed to meet the 75% diversion goal, multiple reference facilities that operate one or more of those processes can be submitted.
- Demonstrated ability through Acceptance Testing to meet environmental compliance (in accordance with USEPA and applicable state regulatory requirements) and materials recovery production performance guarantees and processing throughput at a reference facility. Compliance with applicable FDEP regulations shall be a requirement in any Service Agreement.
- Demonstrated ability to successfully design and then integrate upgrades and/or changes into the Facility as part of expansions or renovations of such plants.

The Applicant will be evaluated on the basis of their experience in designing and constructing SSR and/or MSW recovery facilities. Experience in operation of solid waste and other recycling facilities will also be considered. Other facilities demonstrated or with an understanding of the principal design, handling and processing issues could include, for example, a municipal solid waste-derived fuel, anaerobic digester (AD) systems and/or biomass fuels.

Warranty/Guarantee of Work: As part of the Term Sheet and for further development within the Service Agreement, it will be required that all work and Facility performance shall be fully guaranteed by the Contractor for a period of 20-30 years of operations from the date of Commercial Acceptance, unless otherwise stipulated in writing prior to the Acceptance Date. During this period, which will be part of the Service Agreement, all defects shall be addressed by the Contractor in a satisfactory manner at no cost to the ECUA or the County. Since ECUA and the County are the main beneficiaries of the service provided, the ECUA and County may conduct independent inspections, at its own expense, of the work at any time prior to the completion of the construction/testing phase of the project.

4.2.4 Managerial (including Operational) Criteria

The Applicant, or members of its implementation team, must demonstrate to the satisfaction of the Joint Committee that it has the following managerial and operational experience associated with the proposal technology as described in more detail in the following sections:

- At least one facility of comparable size to the potential Facility where it was responsible for planning, coordination, permitting and management of such facility (of an installed capital cost of at least \$20,000,000) on a similar operating SSR or mixed waste processing facility; and
- Present qualified personnel for the project that have experience in successfully managing capital improvement budgets and projects on the reference facility while minimizing operational downtime.

It is preferred that the Applicant demonstrate actual experience in MSW and/or SSR handling and processing and track record of working in a public-private partnership. Applicants also will be evaluated on the basis of the proposed management team experience in facilities of this type and their corporate strength in support of project requirements, including the ability to complete the negotiations of complex and detailed contracts and financing instruments.

4.2.5 Financial Criteria

Applicants will be evaluated on the basis of their capability to perform their financial obligations under the anticipated Facility capital improvement, operation and maintenance agreements and related Facility contracts relating to waste delivery, materials production and sale, and residue disposal, while assuring the performance

guarantees under the Service Agreement.

Applicants may demonstrate their financial capabilities through a third-party Project Guarantor. However, the Project Guarantor must provide evidence that it has, or would be able to achieve, either:

- (1) At least an investment grade rating on its long term debt or
- (2) A net worth of at least \$10,000,000, *i.e.* exclusive of goodwill, as reflected in its audited financial statements.

It will be required that the Project Guarantor must be able to continually satisfy this financial test rating until the execution date of the Project Agreement. Thereafter, the maintenance of the rating will be governed by the Service Agreement and the Guaranty (substituting the rating of the selected Project Guarantor for the rating set forth in the form of the Guaranty).

All financial data must be stated in U.S. dollars. As an additional business item, the selected Qualified Contractors, at the time of signing their respective negotiated Term Sheet, will need to provide the County a bid bond equivalent to 6 months of projected Facility tipping fees based on ECUA/County MSW/SSR projected deliverables, a payment and performance bond in the amounts of 6-months of projected facility tipping fees charged to ECUA/County and, as the Facility operator with obligations to both ECUA and Escambia County, an annually renewable letter of credit in the amount of approximately 25 percent of the annual projected Facility-related tipping fees charged to ECUA/County.

4.2.6 Qualifications Submittal Requirements

In addition to the corporate information described in Section 4.2.2, the following sets forth the qualification submittal requirements that an Applicant will have to provide to be considered a Qualified Contractor.

4.2.6.1 Technical Experience and Submittal Requirements

In order to demonstrate to ECUA and the County that an Applicant meets the above criteria, each Applicant must submit a listing and description of its overall experience with projects of the type expected to be eventually proposed and experience on similar contract operation and maintenance projects. At a minimum for the reference facility, the Applicant contractor shall provide the following information:

- 1) The name of the project and its location.
- 2) Description of the feedstock type(s) and preprocessing technologies used
- 3) Project capital costs.
- 4) Annual operating costs per unit throughput.

- 5) The actual annual throughput of each unit over the last two (2) operating years.
- 6) Type and quantity of recyclables recovered over the last two (2) operating years.
- 7) Contractor's role in the project (development, capital improvements, operation, maintenance, etc.).
- 8) Contract start and end dates (for each role described).
- 9) Current status of the project.
- 10) Any claims or litigation arising out of the project, current status and/or resolution.
- 11) A listing of all notices of violations issued by regulatory agencies, including OSHA, related to the facility over the last three (3) operating years.
- 12) Identification of the contractor's customer(s) or public partners and current contact information.
- 13) Type and quantity of other materials (e.g. organics) recovered over the last two (2) operating years.
- 14) Type and quantity of fuel(s) produced over the last two (2) operating years, including the energy value.

4.2.6.2 Managerial Experience Submittal Requirements

In order to indicate that he/she meets the above criteria on an on-going basis, the Applicant shall submit the following

- 1) Descriptions of its experience in managing capital improvements on the reference facility; and
- 2) A proposed organization chart with resumes and experience of key personnel demonstrating their qualifications with the design and coordination of capital improvements.

If the Applicant desires to use the qualifications of a subcontractor to meet any of the managerial qualifications, then the Applicant must fully accept the responsibility for the subcontractors and indemnify the ECUA and County for any and all obligations arising out of the use of the subcontractor. Furthermore, both the Applicant and the potential subcontractor shall be fully responsible for all obligations arising out of the use of the subcontractor. The Applicant must identify the names, addresses and telephone numbers of contacts and include written evidence from the subcontractors indicating their expected agreement to act as a subcontractor for the contractor on the ensuing project.

4.2.6.3 Financial Submittal Requirements

In order to indicate that he/she meets the above criteria, the Applicant shall submit financial information for each entity comprising the Applicant's project team, including the Project Guarantor. Financial information submitted must be presented in accordance with generally accepted accounting principles and, where available, should consist of the following:

1. A copy of the most recent Form 10-K filed with the Securities and Exchange Commission ("SEC") and all 10-Q's since the last 10-K. If a Form 10-K is not filed with the SEC, the following should be submitted:
 - a. Financial statements for the past three (3) fiscal years, including income statements, balance sheets and statements of changes in financial position. If three (3) years of financial statements are not available, the following minimum information should be provided:
 - i. A copy of the last two quarterly financial reports.
 - ii. A copy of the latest annual report(s).
 - b. Full information concerning any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions within the past five (5) years, including comparable information for related companies and principals of companies, and any actual and pending litigation in which the Qualified Contractor is involved.
2. If the Applicant or any member of the Applicant's team is a partnership or joint venture, full information concerning the nature and structure of the partnership or joint venture, including:
 - a. Date of formation of the joint venture or partnership, together with copies of joint venture or partnership agreements plus amendments; and
 - b. A description of the obligations of the partners, specifically addressing if the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project.
3. The rating of outstanding corporate debt, if applicable; and
4. An affidavit from a surety and bank, respectively, indicating that it is willing to issue (1) a bid bond, (2) a payment and performance bond, and (3) a renewable letter of credit for the project in the amounts contemplated in Section 4.2.5 of this RFQ, for the benefit of Escambia County and ECUA.

4.2.6.4 Supplemental Information and Requirements

- A. Escambia County or the ECUA will not be liable in any way for any costs incurred by any Applicant in the preparation of its RFQ submittal or the Qualified Contractors' or Preferred Contractor's participation in any subsequent discussions and negotiations.
- B. Escambia County and the ECUA, upon receipt of the response to this RFQ, shall have the right to investigate work performed by the Applicant on projects referenced by the Applicant, or any other projects performed by the Applicant; this includes requesting additional and clarifying information. Investigations will be performed by the Joint Evaluation Committee, which may include site visits and interviews with project owners and construction contract administration staff.
- C. Escambia County and the ECUA reserve the right to waive informalities in any RFQ response; reject any or all applications; offer additional prequalification periods; and prequalify those applicants which in its judgment are responsible applicants with all decisions being made based upon what Escambia County and the ECUA believes to be the best interest of its ratepayers and citizens, in the reasonable exercise of its discretion. Escambia County and the ECUA shall also have the right to prequalify applicants and then later decide not to proceed with the contemplated Project.

4.3 Submittal Process

4.3.1 Qualifications Submittal Format

In order to assure uniformity of the Qualifications being submitted, and to facilitate the evaluation process, all submittals should be organized in sections and labeled following the outline presented in Sections 4.3.2 through 4.3.6.

4.3.2 Letter of Transmittal

Responses to this RFQ shall include an introductory letter addressed to:

ECUA, Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, FL 32514-0311
Attn: PURCHASING AND STORES MANAGER

The letter shall contain the following items:

- 1) The Applicant's expression of interest in being selected to provide the services;
- 2) A statement acknowledging receipt of all RFQ addenda, if any issued;
- 3) Designation of the anticipated authorized signatory to the Project Agreement and Project Guarantor;

- 4) A statement of the commitment of the key personnel identified in the response to this RFQ to the extent required to meet the ECUA's procurement process, schedule and negotiation requirements;
- 5) A statement that the Applicant meets the Qualification Criteria and overview of key points regarding the contractor's qualifications;
- 6) A statement that the Applicant will comply with all applicable federal, state, and local laws and regulations;
- 7) A statement that the applicant, if deemed qualified and selected, is willing and able to provide the services expected to be ultimately negotiated in the Service Agreement; and
- 8) A statement that Applicant agrees and acknowledges that only upon selection, award and execution of the Service Agreement, and then subject to the terms and conditions provided in such Service Agreement, will the ECUA and County be deemed to have and in fact made an election to contract with the private sector for the provision of services contemplated under the RFQ, and the Service Agreement.

4.3.3 Corporate Overview and Proposed Organization Structure

In this section provide a description of the Applicant's general corporate overview, proposed organizational structure and other pertinent information, including the following:

- 1) Name and corporate headquarters address of the Applicant.
- 2) Description of the Applicant's legal structure.
- 3) Designated contact person and contact information for subsequent correspondence.
- 4) Description of the Applicant's proposed organizational structure including contractual relationships among the Applicant's affiliates, subcontractors and parents.
- 5) An organizational chart or diagram clearly indicating its key management positions.
- 6) A short business history of the Applicant.
- 7) A description of how the various aspects of the SSR-MWPF will be performed, which affiliates or subcontractors would perform each aspect and from which offices such services would be performed.

4.3.4 Technical and Managerial Qualifications and Experience

The intent of this section is to provide information that clearly demonstrates that the Applicant meets the Qualification Criteria as set forth in Section 4.2.6 of this RFQ.

Therefore, the Applicant shall clearly and completely describe how it meets the requested criteria. In this section, the Applicant shall supply all the information requested in Section 4.2.6.1 and Section 4.2.6.2., including the detailed information on the reference facilities where the Applicant has successfully performed the requested services as requested on the RFQ Forms # QF-1 contained in Appendix A of this RFQ.

4.3.5 Financial Capability

In order to demonstrate the Applicant's ability to meet the financial criteria as stated in Section 4.2.6.3 of this RFQ, the Applicant shall include in this section of the RFQ, the Qualification Form # QF-2 and QF-3 contained in Appendix A of this RFQ.

Additionally the Applicant shall discuss its financial strengths and provide a copy of the latest 10k, 10Q and annual report in Appendix A to the RFQ.

4.3.6 Representations and Certifications

The Statement of Qualifications Form QF-4 contained in Appendix A of this RFQ shall be filled in, signed and included in this section of the Statement of Qualifications.

4.4 Procedures and Policies

The RFQ generally defines the requirements for insurance, proposal security, liability, licensing (including being a State of Florida Licensed Contractor) and other County/ECUA contract provisions. The following sections describe certain other pertinent policies of which the Applicant should be aware.

4.4.1 Interpretations and Addenda

Escambia County and the ECUA will only issue responses to written inquiries and may from time to time provide any other corrections or amendments it deems necessary via written addenda issued prior to the RFQ due date.

No interpretation, explanation or clarification of this RFQ by any official, employee, consultant, attorney or other representative of Escambia County or the ECUA will be considered authoritative or binding on Escambia County or the ECUA unless contained in a written addendum to this RFQ. Escambia County or the ECUA will not be bound by any information, explanation, clarification or other interpretation, oral or written, by whomever, that is not incorporated into a written addendum to this RFQ. All addenda will be distributed to each interested firm that has requested a

copy of this RFQ. All addenda shall become part of this RFQ and all parties shall be bound by such addenda.

4.4.2 Contractor Acknowledgement

By submitting a response to this RFQ, each Applicant agrees and acknowledges that neither Escambia County nor the ECUA is electing, and will not be deemed to have elected, to contract for private operations of the Facility. Only upon selection, award and execution of the contemplated Service Agreement and then subject to the terms and conditions provided in such agreements, will Escambia County and the ECUA be deemed to have and in fact made an election to contract with the private sector for the provision of services contemplated under the RFQ and the Draft Term Sheet as provided herein.

4.5 Rights of Escambia County and the ECUA

This RFQ constitutes an invitation to submit Qualifications to the ECUA and the County, but does not obligate the ECUA or Escambia County to procure or contract for any of the services as generally contemplated in this RFQ. If the responses to this RFQ are determined to be in their best interest, the ECUA and County may elect to secure the services of the Preferred Contractor and select and enter into a Service Agreement referenced in this RFQ. The ECUA and the County, including its agents and designated representatives, reserves and holds at its sole discretion, various rights and options, including without limitation, the following:

- 1) To waive any minor informalities in the RFQ.
- 2) To prepare and issue modifications and/or addenda to the RFQ prior to the receipt of contractor qualifications that may expand, restrict, or cancel any portion or all work described in this RFQ
- 3) To receive questions from contractors and to provide such answers as it deems appropriate.
- 4) To reject any or all responses to this RFQ.
- 5) To change the date for receipt of this RFQ or any deadlines and dates specified in this RFQ.
- 6) To change the procurement and /or selection process.
- 7) To conduct investigations with respect to the information provided by each Applicant and to request additional information to support such Applicant's responses and submittals.
- 8) To seek clarifications from each Applicant.
- 9) To select as Qualified Contractors, and the preferred Contractor, from those Applicants who, in the judgment of Escambia County and the ECUA, are in Escambia County's and ECUA's best interest.
- 10) To cancel this RFQ with or without the substitution of another RFQ, with or without cause upon mutual agreement of the ECUA and

Escambia County without liability to the ECUA or Escambia County.

- 11) To request recertification of any or all of the Qualification Criteria contained herein from any or all Qualified Contractors at any time or times.

4.6 Qualified Contractor Incurred Costs

All costs and expenses involved with the preparation and submission of a response to this RFQ, and the Applicant's participation in the entire RFQ process if deemed a Qualified Contractor or the Preferred Contractor, shall be borne solely by the Applicant and shall not, in any case, be reimbursed by the ECUA or the County.

4.7 Accuracy of Information

The ECUA assumes no responsibility for the completeness or the accuracy of the specified technical and background information presented in this RFQ or as otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the ECUA will not be bound by or responsible for any explanation or interpretation of the RFQ or subsequent documents other than those given in writing. In no event shall an Applicant, rely on any oral statement by the ECUA or the County, their staff, agents, advisors or consultants.

APPENDIX A
RFQ Submittal Forms

- **QF-1 Reference Facility Experience**
- **QF-2 Statement of Ownership**
- **QF-3 Affidavit of Qualified Contractor**
- **QF-4 Company/Guarantor Letter of Intent**

**QUALIFICATIONS FORM QF-1
Reference Facility Experience**

Name	Address/Location
Contact Name	Phone
Contract Start Date	Contract End Date

Description of Facility:

Description of Responsibilities including capital improvement projects executed:

Facility Performance Data (as applicable): {Provide five years of operating data}

Most Recent Three (3) Years of Operating Data			
	2012	2013	2014
On-Line Availability			
Design Capacity (TPH)			
Process System Operations (Actual Hrs/Year Operated)			
Annual Throughput (Tons)			
% of Annual Capacity			
Annual Recovered Materials (Tons)			
% of Annual Tons Processed			
Primary Recovered Materials & Tons Per Year			
1.			
2.			
3.			
4.			
5.			
Residue (est. wt. tons/year)			

Where applicable, and if data is available, attach summary of recent recyclables recovery rate test data at the MWPF (permit limits and actual performance, by

commodity)

Where applicable, and if data available, attach summary of the testing of MWPF residue composition and fines/organics fraction testing results for the most recent year of operation that such data has been generated and is available.

For any reference facility where the public sector partner has a major role in the MWPF project, provide the Acceptance Test results conducted for the public sector that is thus deemed to be public information.

QUALIFICATIONS FORM QF-2

Statement of Ownership

The Applicant shall set forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class, or all partners in the partnership who own ten percent (10%) or greater interest therein; if none, the Applicant must state "none." If one or more such stockholder or partner is itself a corporation or partnership, the stockholders owning ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership shall also be listed; if none, the Proposer must state "none." This disclosure shall be continued until names and addresses of every individual stockholder, and individual partner exceeding the ten- percent (10%) ownership criteria of each corporation or partnership listed has been identified. Multiple copies of this form may be provided as required.

NAME

ADDRESS

Signature of Applicant

Date

Name of Applicant (Print or Type)

Date

State of _____)

)ss.

County of _____)

I certify that I know or have satisfactory evidence that _____ and _____, are the persons who appeared before me and they acknowledged that they signed the document, an oath stated that they were authorized to sign it and acknowledged it as the _____ and the _____, respectively, of _____, a corporation, to be the free and voluntary act of such party for the uses and purposes as mentioned.

Dated _____ Notary Public in and for Florida,
residing at:

[SEAL OR STAMP]

My appointment expires _____

- 6) The Statement of Qualifications is not intended to secure an unfair advantage of benefit from the ECUA or in favor of any person interested in the proposed contracts.
- 7) All statements contained in the Statement of Qualifications are true, correct and complete.
- 8) The Applicant hereby certifies that no officer of the companies comprising the Applicant, or any affiliates of the companies comprising the Applicant, has been convicted of fraud by the federal government or by any government entity in the State of Florida or any other state within the last ten (10) years.
- 9) Neither affiant nor any member of the Applicant has divulged information regarding said Statement of Qualifications or any data relative thereto to any other person, firm, or corporation.
- 10) The Applicant hereby certifies that neither the Applicant nor its parent is in Chapter 11 Bankruptcy nor is the Applicant or its parent in Chapter 7 Bankruptcy.
- 12) The Applicant hereby certifies the truth and accuracy of the above statements under the pains and penalties of perjury.
- 13) The Applicant acknowledges receipt of addenda:

NAME

ADDRESS

Signature of Applicant's Authorized Representative

Date

State of _____)

)ss.

County of _____)

I certify that I know or have satisfactory evidence that _____ and _____, are the persons who appeared before me and they acknowledged that they signed the document, an oath stated that they were authorized to sign it and acknowledged it as the _____ and the _____, respectively, of _____, a corporation, to be the free and voluntary act of such party for the uses and purposes as mentioned.

Dated

Notary Public in and for Florida
State residing at:

[SEAL OR STAMP]

My appointment expires _____

QUALIFICATIONS FORM QF-4
Company/Guarantor Letter of Intent
(To be typed on Company's letterhead) (Date)

ECUA, Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, FL 32514-0311
Re: RFQ for Mixed Waste Processing Facility & Recycling Services

Dear _____:

Herewith, we _____ (the names of both Company and Project Guarantor to be specified here), are submitting our Letter of Intent to ECUA / Escambia County. As delineated in our RFQ, we are prepared to make the following commitments to ECUA / Escambia County:

1. We are capable and prepared to enter into contract(s) to design, finance, build and test (and operate) a Facility at a selected site for ECUA/County;
2. We certify that ECUA / Escambia County can rely on information provided in our RFO response as true and accurate. Furthermore, we will assume, to the extent we are shortlisted as a Qualified Contractor, and then selected as the Contractor, to be the party responsibility as permit applicant, assume the cost of permit applications at the time of our selection, and we will submit, as the applicant, any permit applications required from us or that are prepared by ECUA and prepared upon the basis of technical information we will provide in our Proposal, provided that permit applications are prepared in accordance with standard industry practices. We will provide to ECUA / Escambia County in as expeditious a manner as practical, all reasonable requests for environmental performance data, equipment specifications, supporting information, and the like necessary to complete the environmental permit applications; and
3. We certify that the Project Team (the Company, the Project Guarantor, major subcontractors, equipment suppliers, licensees, etc.) as identified in the RFQ will, if selected, maintain their respective roles in the Project. We further understand that additions or deletions to the Project Team or material changes in the role of Project Team members, unless approved by ECUA / Escambia County, can be reason to suspend or terminate negotiations with the Company.

Sincerely,

Name
Title
(Chief Executive Officer) (Chief Financial Officer)

APPENDIX B – PRELIMINARY PRICING SHEET

(Not to be submitted with the RFO and will need to be presented and negotiated only with each of the Qualified Contractors)

The Contractor shall bear all direct and indirect costs associated with the Facility construction including design, permitting, construction, operation and maintenance, and other related direct and indirect costs. The Contractor shall receive the contracted tipping fee (\$/ton) for every ton of MSW and SSR received, and will also pay the County the Landfill tipping fee (\$/ton) for all Residue delivered to the Landfill from the Facility.

The Contractor is required, to share revenues generated from the sale of recyclables with ECUA and the County. The Contractor shall be required to pay a Host Fee (\$/ton) for all waste received at the Facility from out-of-County generating locations.

Cost Items and Basis of Payments (for Initial Negotiations)				
No.	Item	Payment To	Cost Basis	Qualified Contractor's Proposal
1	Tipping Fee for In-County MSW delivered to the Facility	Contractor	\$/ton of In-County MSW Delivered	
2	Tipping Fee for In-County SSR delivered to the Facility	Contractor	\$/ton of In-County SSR Delivered	
3a	Revenue sharing with County/ECUA from sale of recyclables derived from MSW originating in the County	ECUA/County	% of the Gross Revenues from Material Sales	
3b	Revenue sharing with County/ECUA from sale of recyclables from SSR originating in the County	ECUA/County	% of the Gross Revenues from Material Sales	
3c	Option: Revenue sharing with County/ECUA from sale of combined recyclables from MSW/SSR generated in the County regardless of feedstock	ECUA/County	% of the Gross Revenues from Material Sales	
4	Host fee payment to County for out-of-County MSW or SSR delivered to Facility	County	\$/ ton of the Out-of-County Received	
5	Other: _____			

APPENDIX C

DRAFT OF PROJECT TERM SHEET

**FOR AGREEMENT TO
PROVIDE MIXED WASTE PROCESSING FACILITY
AND RECYCLING SERVICES**

between

ESCAMBIA COUNTY / ECUA

AND

APPLICANT (RESPONDING TO THE RFQ)

**DRAFT OF PROJECT TERM SHEET
FOR
USE IN DEVELOPING A DETAILED AGREEMENT TO PROVIDE A
MIXED WASTE PROCESSING FACILITY AND RECYCLING SERVICES**

Note: Attachment A to this Term Sheet contains definitions of certain terms used, but not defined, herein.

I. GENERAL

- Service Recipient: ECUA and Escambia County
- Service Provider: Applicant (“Company”)
- Scope of Services: As set forth in III below
- Security for Performance: By the Scheduled Commencement Date, the Company shall provide to Escambia County the Operating Period Security in one of the following forms, to be elected by Escambia County in its sole discretion: (a) as beneficiary, a Letter of Credit from a Qualified Commercial Bank in the amount of \$x,000,000, (b) the Company shall deposit \$x,000,000 in an escrow fund, to be managed by an escrow agent to be selected by Escambia County pursuant to an escrow agreement or (c) a combination of Letter of Credit and escrow fund which in the aggregate total \$x,000,000

Security in this amount, unless it is reduced at Escambia County’s discretion, to remain in place, and replenished to the face amount of the Letter of Credit or full amount of the escrow requirement, as applicable, within 30 days by the Company, during term of the Contract.

- Term: 20 to 30 years from the Scheduled Commencement Date, to be the Initial Term, with increases in the fee structure to be presented by the Applicant in negotiations.

Renewable by Escambia County / ECUA for 5-year extension upon the same terms and conditions, provided, however, that the per Ton Processing Charge amounts set forth in Section VII herein, shall be escalated from the Contract Date to the first day of the extension in accordance with CPI (or as negotiated between the parties) and shall be escalated by such index for each year thereafter.

II. TRANSITION PERIOD (time period after Contract Date and prior to Commencement Date)

- Company Responsibilities: Provide Escambia County with the Operating Period Security as described in Section I above.

Obtain permits, to the extent necessary to operate the Facility as of the Commencement Date.

Submission of Required Insurance to Escambia County.

Commencement of all 90-Day Diligence Review Period Responsibilities.

Supplying of key Company personnel contact information.

Transition of all Management responsibilities.

- Prepare and deliver to Escambia County / ECUA a detailed health and safety plan.
- Conduct initial meetings with State DEP Division of Waste Management in preparation for permit and operations plan.

• Escambia County / ECUA Responsibilities:

The submission of key ECUA and Escambia County personnel contacts information.

• Commencement of 90-Day Company Diligence Review Period Responsibilities (as described more fully in Attachment C):

- Review all environmental compliance areas of the system

• Commencement Date:

- The Company shall commence operation of the Facility within twenty-four (24) months of the effective date of the Contract (the "Scheduled Commencement Date").

- Failure of the Company to begin operation of Facility by the Scheduled Commencement Date shall result in the Company paying Escambia County / ECUA Delay Damages in the amount of \$xx.xx per Ton of Acceptable Waste received at the County Landfill [or \$xx,xxx per day for) each day of such delay. Escambia County / ECUA may invoice the Company for such damages on a monthly basis, and in any event, will be due and payable by the Company within thirty days of receipt of the invoice.

• Right to Terminate:

Failure of the Company to pay Escambia County / ECUA such damages by the end of the thirty days following the receipt of an invoice shall constitute an Event of Default upon which Escambia County / ECUA may terminate the Agreement without further cure opportunity.

Failure of the Company to complete its responsibilities within 180 days of the Scheduled Commencement Date and to begin operation

of the Facility shall constitute an Event of Default and Escambia County / ECUA (individually or jointly) may terminate the Agreement, unless due to Escambia County / ECUA fault, Act of God or delay from permitting agency in obtaining necessary modifications to permits for existing facilities which delay is in no way caused by the Company.

III. COMPANY PERFORMANCE REQUIREMENTS

- Scope of Services (as more fully described in Attachment C):

Accept and process all MSW and SSR collected by ECUA and Escambia County vehicles or franchised haulers and delivered to the Facility, in accordance with Contract Standards. The Company can accept waste from outside the boundaries of the County without the written consent of Escambia County or the ECUA. However, a host fee will be paid to Escambia County for all tonnage processed at the Facility from out-of-County generating sources.

Mixed Waste Processing Facility (MWPF)

-design, permit, finance, construct, equipment procurement, operation and maintenance

Limitation on areas available for Company to fulfill responsibilities as agreed to by the parties during negotiation. The Company shall have the exclusive right to utilize the area where the MWPF is to be constructed. ECUA shall have the sole right to utilize all other areas owned by ECUA.

IV. SCHEDULE FOR PERFORMANCE FOR EACH ELEMENT OF CONTRACT SERVICES AND CONSEQUENCES OF DELAY

- Commencement Date:

Failure of the Company to commence operation of the Facility by the Scheduled Commencement Date shall result in the Company paying Escambia County and ECUA delay damages in the amount of \$xx.00 per Ton of Acceptable Waste diverted from the Facility each day of such delay as set forth in Section II above.

- MWPF (Facility):

Failure to achieve 75% diversion of MSW including SSR delivered or available for delivery to the Facility as measured over a 90 day period which shall be no later than the 12 months following the Commencement Date, shall result in a payment of \$xxx,000 by the Company.

If 75% diversion over a 90-day period is not achieved by the end of the 24th month following the Commencement Date, then Company shall be responsible for payment of Facility Delay Damages equal to \$xx.00 per Ton of MSW and SSR which should have been diverted to reach that diversion rate, on a monthly basis, until that diversion rate is achieved. The Company will be given a \$xxx,000 credit toward any such penalties, provided, however, in no event will the \$xxx,000 or any uncredited balance thereof be returned to the Company.

The 90-day demonstration period shall not commence prior to the Facility Commencement Date (as such term is defined in Appendix A). The date upon which the Company satisfies its 90-day requirement (at 75 percent diversion) shall constitute the Facility Acceptance Date.

V. COMPANY PERFORMANCE GUARANTEES/DAMAGES

- Receiving Guarantee:

The Company shall receive and process/dispose of all Acceptable Waste delivered to vendor operated scale house or utilize the BCC operated scale house at no charge located at the Perdido Landfill. Failure of the Company to receive and process or dispose of all such waste (including such waste not accepted at the scale house due to the inability of the Company to receive and process/dispose of the waste) shall require the Company to pay Escambia County / ECUA any lost revenues resulting from the inability of Escambia County / ECUA to deliver such waste, as well as, any incremental additional cost incurred by Escambia County / ECUA resulting from the Company's failure.

- Landfill Diversion Guarantee:

Following the Acceptance Date, landfill diversion will be measured by the percentage of Acceptable Waste that is diverted from the landfill, on a quarterly basis. At that point going forward throughout the term of the Contract, failure to divert at least 75% of Acceptable Waste from the landfill, on a quarterly basis, will result in a payment obligation of \$XX per ton of waste which should have been diverted to reach that target which shall be paid within 30 days of invoice issued at the end of each quarter or if not paid, which Escambia County / ECUA will offset against subsequent Service Fee payments, provided that, if not paid within 30 days and such amount exceeds the next Service Fee installment, Escambia County / ECUA may draw upon the Letter of Credit. The Company shall be given a proportional credit against any such damages if the diversion rate for a quarter exceeds 75% or shall be reimbursed to the extent landfill diversion damages had been previously paid during such year. Any resulting payment obligations or credits will be reconciled at year-end, with any resulting payments due at that time. Any positive credit for the year will not carry over into the next year. If the parties agree to an alternative structure that would firmly secure (e.g., priority, bankruptcy proof, etc.) the Company's

damage payment obligations, damages will be paid annually rather than quarterly.

Following the Acceptance Date, failure of the Company to achieve an annual recycling rate of 75% of the Tons of Acceptable Waste received at the Facility shall constitute an Event of Default for which Escambia County / ECUA (individually or jointly) may terminate the Agreement without further opportunities.

• **Applicable Law:** The Company shall comply with all requirements of Applicable Law including all permit conditions and shall pay all fines and costs associated with the Company's failure to comply with Applicable Law, and shall make all operational and capital modifications necessary to achieve compliance.

• **No Nuisance:** The Company shall not create an odor, noise, vector, litter or any other nuisance condition. Upon any failure of the Company to comply with this requirement, the Company shall make all operational and capital modifications necessary to achieve compliance.

• **Right of Set-Off:** Escambia County / ECUA shall have the right to set-off any performance damages owed to Escambia County / ECUA from future Service Fees payable by Escambia County / ECUA.

**VI. ESCAMBIA COUNTY /
ECUA DELIVERY
COMMITMENT**

Escambia County will deliver or cause to be delivered at least 100,000 Tons of Acceptable Waste per year. ECUA will deliver or cause to be delivered at least 100,000 Tons of Acceptable Waste per year. Notwithstanding the foregoing, in the event Escambia County / ECUA delivers less than 200,000 combined Tons of Acceptable Waste in a year, any waste delivered from outside Escambia County would be counted and used to offset any shortage in tonnage from the County or ECUA prior to any penalties assessed to the Escambia County or ECUA. Escambia County / ECUA make no guarantees or commitments with respect to the nature or characteristics of the Acceptable Waste which will be delivered to the Facility.

Escambia County will deliver or will direct haulers with whom it has franchise agreements, to deliver 100,000 tons per year of Acceptable Waste to the Facility.

ECUA will deliver all residential and commercial MSW it collects within Escambia County to the Facility. ECUA will also deliver all SSR it collects within Escambia County and Santa Rosa County to the Facility.

The parties to establish a protocol for periodic, collective review of waste flow data and for investigations where necessary if there is

any suspicion of violations of franchise requirements by any hauler. Primary responsibility for investigations shall rest with the Company and Escambia County and the ECUA shall provide reasonable assistance.

**VII. ESCAMBIA COUNTY /
ECUA PAYMENT
OBLIGATIONS**

- Payments: ECUA and the County shall pay the Company a monthly Service Fee in accordance with the following formula:

Processing Charge for each ton of Acceptable Waste accepted by the Company during the previous month.

Each component of the Service Fee are is addressed below:

[TO BE NEGOTIATED BASED ON APPENDIX B!]

- Monthly Invoices and Reconciliation: The Company shall invoice Escambia County and ECUA for Service Fees on a monthly basis, on or after the first day of the succeeding month. Escambia County and ECUA's payments shall be due and payable within thirty (30) days of receipt of the invoice.

- Year-end Reconciliation: Within 30 days after the end of each Year, the Company will provide Escambia County and ECUA with a statement reflecting the total tonnage of Acceptable Waste delivered to the Facility and Residue delivered to the Landfill, as well as all fee and revenues due Escambia County associated with revenue sharing and host community fees. Within 60 days after the end of each Year, the Company will provide Escambia County and ECUA with a statement reflecting the total fees paid by Escambia County and the ECUA to the Company for that Year. To the extent the Processing Charge paid by Escambia County and the ECUA during such Year exceeds the amount owed by Escambia County and the ECUA during such Year, the excess amount of Processing Charge paid by Escambia County and the ECUA for that Year shall be or shall be paid to Escambia County and the ECUA within 30 days of invoice. To the extent the fees paid by Escambia County and the ECUA during such Year is less than the amount owed by Escambia County and the ECUA for that Year, such shortfall shall be paid by Escambia County and the ECUA during the next billing period.

VIII. PERMITTING

Company is responsible for obtaining, maintaining, modifying and renewing all permits required for the design, construction and operation of the Facility. Company shall be the permit holder for the MWPF. The Company shall be responsible for all reporting, fines, fees and costs associated with any permits. The Company shall assume the risk of delay, non-issuance and the imposition of unanticipated conditions with respect to all permits and governmental approvals; to the extent such failure is in no way due

to the Company.

Nothing in the Contract shall be construed to require the Company to undertake any action that is inconsistent with the permits for the Facility.

IX. DESIGN REQUIREMENTS

The Company shall design all new facilities and facility modifications in accordance with the Contract Standards at its sole cost. Escambia County and the ECUA shall have the right to review and comment upon all design documents and the Company shall discuss any such comments with Escambia County and the ECUA. The Company shall have sole design responsibility and liability.

X. CONSTRUCTION REQUIREMENTS

The Company shall have exclusive responsibility for all construction means, methods, techniques, sequences and costs. The Company shall perform all construction work in accordance with the Contract Standards. Escambia County and the ECUA shall have the right to observe and inspect all construction work to ensure that it complies with the Contract Standards.

XI. OPERATION AND MAINTENANCE REQUIREMENTS

- Minimum Requirements:

The Company shall operate and maintain the Facility in accordance with the Contract Standards.

- Maintenance:

The Company shall: (i) perform all normal and ordinary maintenance of the machinery, equipment structures, improvements and all other property; (ii) perform all capital repair and replacement of the machinery, equipment structures, improvements and all other property; (iii) keep the facilities in good working order, condition and repair, in a neat and orderly condition; and (iv) maintain the aesthetic quality of the facilities. The Company shall not defer maintenance, repair and replacement of equipment. The Company shall maintain a spare parts inventory in accordance with good industry practices.

- Records, Logs and Reports:

The Company shall maintain records and logs and provide Escambia County and the ECUA monthly reports concerning: tonnages received and processed, actual tonnages recycled (by commodity), tons landfilled, operational challenges encountered, accidents, environmental credits generated and sold, maintenance performed, regulatory notices received, audited financial statements, and other reasonably requested information.

- Staffing:

The Company has sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete

and sole responsibility as a principal for its agents, all subcontractors and all other persons and entities that the Company or any subcontractor hires to perform or assist in performing any services or obligations. The Company shall be responsible for training the Facility Manager, each facility manager, operations supervisors and other necessary staff to perform the Contract Services. The Company shall maintain a minimum staffing level as agreed to by the parties. The Company shall not staff its operations below the minimum staffing level without the written approval of Escambia County and the ECUA. If Escambia County has a reduction in force as a direct result of the Facility, the Company will establish a priority preference of new staff hires for the project to qualified candidates that were released by the County for the reason noted herein.

- Facility Manager: The Company shall appoint a full time facility manager who shall be appropriately trained, licensed and experienced in the management and operation of facilities, and shall be appropriately familiar with the day-to-day operation, maintenance, repair and replacement activities of the facilities so as to knowledgeably interact and communicate with Escambia County and the ECUA regarding the facilities and to perform and oversee the performance of the operation of the facilities. To the extent practicable, not fewer than 30 days prior to the date on which any candidate for facility manager from time to time during the Term is proposed by the Company to assume managerial responsibility for the facilities, the Company shall: (1) provide Escambia County and the ECUA with a comprehensive resume of the candidate's licenses, training, experience, skills and approach to management and customer relations; and (2) afford Escambia County and the ECUA an opportunity to interview the candidate with respect to such matters and to provide any comments on their fitness for the position to the Company.

- Professional Standards: The Company shall comply with cooperative, courteous and professional standards in its dealings with Escambia County and the ECUA, customers (including haulers), and the general public.

- Receiving Hours: The Company shall be open to accept Acceptable Waste from 5:00 a.m. to 6:00 p.m. on Mondays through Fridays, 6:00 a.m. to Noon on Saturdays, except the Company shall not be required to accept Acceptable Waste on the following holidays: Christmas, Thanksgiving, New Year's, and July 4th. In addition, the Company shall be open to accept Acceptable Waste during days and hours of emergency conditions (*e.g.*, following hurricanes), as necessary.

- Escambia County / ECUA and Visitor Access: Designated Escambia County / ECUA personnel, accompanied by Company representative(s), shall have access to the Facility during normal operating hours, without advance notice, provided they follow the safety procedures established by the Company as more fully described below. Non-designated Escambia County / ECUA

personnel may have such access upon 24 hours advance notice to the Company.

Escambia County / ECUA may have visitors tour the MWPF under the following conditions: the Company must be given the names of the visitors at least 7 business days in advance, and the Company reserves the right to screen non-Escambia County or non-ECUA personnel who tour the MWPF.

In connection with such inspections or visitations, Escambia County / ECUA shall, on its own behalf, and on behalf of its agents and representatives, comply and cause its agents and representatives to comply, with all Rules and Regulations, including a requirement that each person, inspecting or visiting a facility sign a statement agreeing (i) to assume the risk of the inspection or visitation, but not the risk of injury due to the intentional or negligent acts or omissions to act of the Contractor, and (ii) not to disclose or use (consistent with Applicable Laws) any confidential information relating to the Contractor's private business operations at the facility. However, neither Escambia County / ECUA, nor its agents and representatives shall be held liable for any damage or injury which may result from any disclosure that might occur by any person (other than Escambia County / ECUA, its officers, members, employees, and agents) inspecting or visiting any Facility. Visitors will be required to review and sign the Company's health and safety plan and agree to abide by conditions established therein during site visits. The health and safety program will implement personal protective equipment and may not allow entry to certain designated areas solely based on protection of personal health and safety of a visitor.

- Hazardous Waste or Substances:

The Company shall be solely responsible for the proper treatment and/or disposal of any hazardous waste that is inadvertently delivered to the Facility and not rejected at the time of delivery.

XII. EVENTS OF DEFAULT, TERMINATION RIGHTS AND REMEDIES

- Company Default:

Without Opportunity to Cure:

Each of the following shall constitute an Event of Default by the Company upon which Escambia County or the ECUA (individually or jointly) may declare the Agreement terminated without opportunity for cure:

- Failure of the Company to begin operations within 180 days of the Commencement Date, unless due to Escambia County or ECUA fault, Act of God or delay from permitting agency in

obtaining necessary modifications to permits for existing facilities (due to no fault of the Company);

- Failure to obtain and maintain any required Security Instrument;
- Failure to meet the 75% annual landfill diversion target after 24 months of operation;
- Abandonment of the Facility;
- Insolvency, voluntary bankruptcy or involuntary bankruptcy; or
- Failure to pay the Facility Delay Damages as required by Section I.

With Opportunity to Cure:

Each of the following, after notice and opportunity to cure, shall constitute an Event of Default upon which Escambia County or the ECUA (individually or jointly) may declare the Agreement terminated:

- Failure or refusal to pay any amount required to be paid to Escambia County or the ECUA within 60 days following the due date; or
- Failure or refusal to perform any material obligation under the Agreement (unless excused by Escambia county or ECUA fault or Uncontrollable Circumstance), after a 60 day opportunity to cure.

• Escambia County / ECUA
Default:

Each of the following shall constitute an Event of Default by Escambia County or the ECUA upon which the Company may terminate the Agreement without opportunity to cure:

- Insolvency, voluntary bankruptcy or involuntary bankruptcy.

Each of the following, after notice and opportunity to cure, shall constitute an Event of Default by Escambia County or the ECUA upon which the Company may terminate the Agreement:

- Failure or refusal to pay an undisputed amount required to be paid to the Company within 60 days following the due date.
- Failure to perform any other material obligation under the Agreement (unless excused by Company fault or Uncontrollable Circumstance), after a 60 day opportunity to cure.

In any such case, the Company would be entitled to receive back its Letter of Credit, in addition to any other remedies.

- Termination by Law: If this Agreement is terminated as a result of a successful procurement law challenge, each party shall bear its own costs and neither party shall have any rights or remedy with respect to the other party.
- Interest: Interest shall run on any amounts over 30 days past due at the legal rate of ___% until paid.
- Liquidated Damages Upon Default, and Limit to Company Liabilities: Upon an Event of Default by the Company, Escambia County and the ECUA shall be entitled to the entire balance of the Letter of Credit existing at that time as liquidated damages.

The Company's liabilities to Escambia County and the ECUA upon an Event of Default shall be limited to a liquidated damage payment of \$5,000,000 plus damages demonstrated by Escambia County and the ECUA resulting from the Company accepting anything other than Acceptable Waste into the Facility during its operations, any indemnification (third party) obligations, any amounts previously due Escambia County or the ECUA including but not limited to performance damages, and any environmental remediation costs caused by the Company's operations.

- Conditions to Drawing on Security Under Non-Default Circumstances:

It shall be a condition to the right of Escambia County and the ECUA to draw on the Letter of Credit for the payment of any amounts Escambia County or the ECUA contends it is due under the Contract (other than as a result of an Event of Default) that:

(1) Escambia County or ECUA give the Company written notice of the amounts which it contends are due and the grounds upon which Escambia County or ECUA contends any payment is due,

(2) The Company be given 15 days from its receipt of such notice to pay the amounts due from other sources besides the Letter of Credit, or to present any materials it desires in its defense.

Upon the satisfaction of these conditions, Escambia County or ECUA shall have the right to draw the amount of penalties or damages so assessed, or some lesser amount based upon any materials submitted by the Company.

In the event that subsequent to any drawing on the Letter of Credit it is determined by any court of competent jurisdiction in a final non-appealable decision that such drawing was in excess of the amount of damages determined to be due to Escambia County or ECUA by the Court, Escambia County or ECUA shall pay the amount wrongfully drawn in excess of the amount determined by the Court to the Company, in addition to any other remedies the Court imposes.

The conditions to drawing on the Letter of Credit set forth above shall not apply to a draw on the Letter of Credit following an Event

of Default.

XIII. DISPUTE RESOLUTION

- **Forum for Dispute Resolution:** All Legal Proceedings related to the Agreement, the Facility, or to any rights between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts located in Pensacola, Florida.
- **Governing Law:** The validity, construction and effect of the Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Florida. Florida law shall govern regardless of any language in any attachment or other document that the Company may provide.
- **Non-Binding Mediation:** Either party may request Non-Binding Mediation of any dispute arising under the Agreement prior to the initiation of any civil action. The non-requesting party may decline such a request in its sole discretion.

XIV. REQUIRED INSURANCE

At all times during the Term, the Company shall obtain and maintain required insurance. Required Insurance shall include those coverages set forth in Attachment B hereto.

XV. UNCONTROLLABLE CIRCUMSTANCES

Except as expressly provided under the terms of the Agreement, neither party to the Agreement will be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it is caused by Uncontrollable Circumstances. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration.

Uncontrollable Circumstances may include:

- Changes in Law
- Force majeure events or Acts of God
- Other acts, events or circumstances beyond the reasonable control of the affected party

Uncontrollable Circumstances shall not include:

- Market risk
- Interest rate and all other financing risks
- Company strikes
- Subsurface conditions

- Failure to secure patents
- Under-estimating costs
- Existence of non-existence of environmental credits, incentives or benefits or markets for such credits, incentives or benefits
- Commodity pricing fluctuation

The Company shall be entitled to appropriate schedule and performance relief (not price relief), as applicable, in the event of the occurrence of an Uncontrollable Circumstance in accordance with the terms and conditions to be set forth in the Agreement.

XVI. INDEMNIFICATION BY THE COMPANY

The Company shall indemnify, defend and hold harmless Escambia County and the ECUA from, and pay the full amount of, any loss-and-expense (including, without limitation, damages, fines, penalties and attorneys' fees) arising from: (i) any failure by the Company to perform its obligations under the Agreement; or (ii) the negligence or willful misconduct of the Company or any of its employees or subcontractors.

XVII. WAIVER OF IMPOSSIBILITY OF PERFORMANCE

The Company waives its rights to assert the defenses of impracticability and impossibility of performance against any claim by Escambia County or ECUA regarding the failure to comply with its obligations under the Agreement, even though such performance and operation may involve technological or market breakthroughs or overcoming facts, events or circumstances which may be different from those assumed by the Company in entering into the Agreement and agrees that sufficient consideration for such waiver has been provided by Escambia County or ECUA.

XVIII. END OF TERM RIGHTS AND RESPONSIBILITIES

Upon the expiration or termination of the Agreement, title to the MWPF shall remain with the Company

XIX. ACTIONS OF ESCAMBIA COUNTY OR THE ECUA IN ITS GOVERNMENTAL CAPACITY, AND RESERVATION OF RIGHTS

Nothing in the Agreement shall be interpreted as limiting the rights and obligations of Escambia County or the ECUA under Applicable Law in its governmental or regulatory capacity (including police power actions to protect health, safety and welfare or to protect the environment).

Escambia County retains all issuance and approval rights it has under Applicable Law with respect to any Governmental Approval required with respect to the Facility, the design work or the operation services, and none of such rights shall be deemed to be waived, modified or amended as a consequence of the execution of the Agreement. Escambia County or the ECUA shall not be deemed to be in breach of or in default hereunder as a result of any delay or failure in the issuance or approval of any such Governmental

Approval.

Both parties reserve all rights that they may possess unless expressly waived.

XX. RESPONSIBILITY FOR PROPERTY TAXES

The Company shall, during the Term of the Agreement, pay all taxes that may be levied upon or assessed against any facilities constructed and owned by the under the Agreement unless negotiated otherwise with the Escambia County.

XXI. PROFIT SHARING

The parties may amend the fee structure and other relevant terms to incorporate a means for Escambia County and ECUA to participate in any profits generated by the Project. [TO BE NEGOTIATED.]

XXII. SUBCONTRACTORS

The Company may not use subcontractors other than pre-approved subcontractors without Escambia County or ECUA's consent. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from Federal, State, Escambia County or ECUA contracting for any services similar in scope to the services contemplated herein. The Company shall not subcontract the operation of the Facility without Escambia County and ECUA's consent.

Provided they are competitive, and to the extent permitted by law, the Company will give preference to hiring local general and subcontractors for all facilities to be constructed.

XXIII. ASSIGNMENT

The Company can assign its rights and interests in the Contract to an affiliated subsidiary or operating company. Any other assignment of interests, by either party, will require written consent from the other party.

XXIV. AMENDMENT

The Contract may be amended by mutual consent in writing.

XXV. MWPF

The Company shall not use the Facility for any purpose other than its intended purpose as described in Attachment C.

ATTACHMENT A

DEFINITIONS

“Acceptable Waste” means Municipal Solid Waste, construction and demolition debris, Source Separated Recyclable materials and any other solid waste that the current Solid Waste System is permitted to accept as of the Contract Date, and any other wastes that the System is permitted to accept in the future upon mutual consent of the parties.

“Applicable Law” means any law, rule, regulation, requirement, guideline having the force of law, permit, Governmental Approval ordinance or order, of any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time to the design, acquisition, construction, equipping, financing, permitting, ownership, possession, shakedown, testing or operation of the Solid Waste System, the transporting of Solid Waste or any other transaction or matter contemplated in the Agreement.

“Commencement Date” means the first date on which all responsibilities of the Company regarding the Facility shall be satisfied or waived, as agreed to in writing by the parties.

“Contract Date” means the date the Agreement is executed and delivered by the parties.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law; (2) Good Engineering and Construction Practice; (3) Good Industry Practice; (4) applicable operation and maintenance manuals; (5) applicable equipment manufacturers’ specifications; (6) applicable Insurance Requirements; and (7) any other standard, term, condition or requirement specifically provided in the Agreement to be observed by the Company.

“Diversion Non-Performance Damages” means the landfill diversion damages set forth in Section V.

“Diverted Tonnage” means the diverted waste tonnage which shall be calculated monthly based on the difference between the processed tonnage and the post processed residual tonnage.

“Good Engineering and Construction Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, engineering, equipping, installation, construction and commissioning practices for the design,

construction and improvement of capital assets in the municipal solid waste processing and resource recovery industry in the United States and taking into consideration good design, engineering, equipping, installation, construction and commissioning practices for industrial facilities as observed in the Southeast United States. Good Engineering and Construction Practice is not in all cases limited to a single optimum method, technique, standard and practice to the exclusion of all other generally recognized as good methods, techniques, standards and practices for such facilities observed in such region.

“Good Industry Practice” means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the municipal solid waste processing and resource recovery industry in the United States and taking into consideration good operation, maintenance, repair, replacement, and management practices for industrial facilities as observed in the Southeast United States. Good Industry Practice is not in all cases limited to a single optimum method, technique, standard and practice to the exclusion of all other generally recognized as good methods, techniques, standards and practices for such industries observed in such region.

“Municipal Solid Waste” or “MSW” means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

“90-Day Diligence Review Period” means the 90-day period during which the Company shall perform the reviews set forth in Section II and Appendix C.

“Processed Tonnage” means the measured quantity of Acceptable Waste received and processed at the Facility (by weight, in Tons) determined monthly based on scale tickets

“Post Processed Residual Waste” means the Acceptable Waste processed but not diverted (by weight, in Tons) determined monthly based on scale tickets. Post Processed Residual Waste shall be recorded at the scale house and be disposed of at PLF.

“Qualified Commercial Bank” means a domestic commercial bank or a foreign bank with a U.S. branch, whose long-term debt is rated “A3” or higher by Moody’s Investors Service, Inc., rated “A-” or higher by Fitch, Inc. or rated “A-” or higher by Standard & Poor’s Ratings Services, Inc. (if there is a split rating, the lowest of the three shall apply), and which is a bank organized and existing under the laws of the United States, is subject to federal and State banking regulatory jurisdiction and maintains banking operations in the State of Florida.

“Required Insurance” means the insurance specified in ATTACHMENT B. (To Be Developed).

“Re-directed Tonnage” means the measured quantity of non-Acceptable Waste inadvertently received at the Facility and then redirected by the Company to the PLF. This waste stream will be determined monthly based on the scale tickets associated with the Facility scale house. Re-directed waste tonnage may be recorded, for verification purposes, at the Landfill scale house before disposal at the PLF.

“Rejected and Reloaded Waste” means the measured quantity of waste unloaded at the Facility but rejected by the Company as not being Acceptable Waste. Such Rejected and Reloaded Waste will be hauled by third-parties to the PLF for disposal. Such tons will be reported monthly based on scale tickets associated with the Facility scale house. Rejected and reloaded Waste may also be recorded at the County Landfill scale house before disposal at the PLF.

“MWPF Commencement Date” means the date when the Company has demonstrated that the MWPF has operated for at least three consecutive days processing at least XXX Tons per day over a two-shift period, while achieving a diversion rate of at least seventy five percent (75%). However, it is noted that the diversion rate shall be based on the actual accumulation of all received and processed waste materials at the MWPF during such period but, with the daily fluctuation of Acceptable Waste available within the Escambia County and ECUA, must be at least YYY Tons per day processed with the generation of at least ZZZ Tons per day of recovered and marketed materials. To qualify, the diverted materials must be shipped by the Company to off-site recovered material users as either recyclable materials or any use that meets State of Florida guidelines for recycling.

“Solid Waste System” means the solid waste management facilities to be managed by the Company to process and/or recycle MSW and SSR generated by the ECUA and/or the County and all facilities developed by the Company to process, recover and/or recycle MSW and SSR, including Residue generated therefrom, including but not limited to the MWPF.

“Ton” means a short ton of 2,000 lbs.

Any “Year” shall commence as of October 1 and end September 30th, consistent with Escambia County and ECUA’s fiscal year.

ATTACHMENT B

REQUIRED INSURANCE (To Be Developed)

ATTACHMENT C

APPLICANTS ANTICIPATED SCOPE OF SERVICE (for RFQ submittal and Escambia County and ECUA evaluation purposes)

Note: Escambia County and ECUA acknowledges that the APPLICANT reserves the rights to select more efficient and available technologies for final implementation of the Facility that may differ from the specific items included in the following terms.

<u>Information Item</u>	<u>Responsibility</u>
Services to be Provided:	
A. REVIEWS TO BE COMPLETED BY APPLICANT	APPLICANT will complete a thorough evaluation of the Facility Site for ultimate acceptability for the Facility components, operations, maintenance schedules, repairs and environmental compliance history. APPLICANT will pay for all the costs for all of the initial evaluations proposed to be done after contracting, including any and all permitting of the Facility.
B. MWPF (Facility)	A new waste handling facility will be designed and constructed by APPLICANT at the selected Facility Site to process, at a minimum, 250,000 tons of MSW and SSR generated within the County. The Facility will be permitted by APPLICANT as a - _____ in accordance with State of Florida regulations. The permit will list the APPLICANT (private company name to be entered) as owner and operator as well as the financially responsible party. APPLICANT will require ____ months to get the permits, and the Facility is guaranteed by Applicant to be fully operational within 24 months from the Contract Date. The Facility will include a nominal ____ square foot building providing inside recovered materials storage of ____ (__) days. The Facility tipping floor will be capable of receiving ____ tons (____ days of storage) of MSW and SSR based on a floor area measuring ____ feet in length and ____ feet in width at an average depth of ____ feet. The MSW will be received by APPLICANT and the basis of

floor storage assumes an average density of ____ lb./cubic yard. Under normal APPLICANT operations, a maximum of ____ tons (____ days of input weight) could be stored to compensate for any unscheduled maintenance or repair issues.

Items requiring floor sorting at the Facility will generally be classified by APPLICANT into the following _____ categories:

- _____
- _____
- _____
- _____
- _____
- _____

All MSW currently hauled by ECUA to the County Landfill, and some MSW hauled by others to the County Landfill, will be sent to, and processed by, the APPLICANT.

When the Facility is operational, the final results will include:

- All post processed Residue, rejected waste loads and/or re-directed tonnage will be transported by the contractor and tipped exclusively at the PLF at the posted gate rate or tip fee negotiated and approved by the applicant and the County.
- Reduction of the County Landfill as a primary MSW disposal site
- Reduction of closure / post closure costs associated with the County Landfill operation
- Development of carbon credits for future certification projects from waste diversion from disposal, and reclamation of recyclable materials
- Potential development of alternative fuel credits from production of cellulosic biomass as a RDF or Engineered Fuel
- Potential development of alternative fuel credits from development of ethanol from cellulosic biomass
- Potential use of an Anaerobic Digestion system to develop CNG for local vehicles as an alternative

fuel.

The APPLICANT's Facility will include a system which will operate as follows:

- To be Developed based on APPLICANT info and their responsibility.

Since the Acceptable Waste (both as MSW or SSR delivered and dumped within the MWPF) could become commingled on the tipping floor at either dumping area, the integrity of measuring the 75% diversion guarantee of the incoming Acceptable Waste could become jeopardized. Therefore, the actual performance of the mechanical equipment when the MSW materials are processed must be determined as well.

Therefore, the system would be cleared and operated solely on this MSW product to determine throughput capacity and product separation data to establish, through data aggregation, a statistically valid performance profile of the installed equipment line on the MSW versus SSR fraction. In this way, the percentage processed with either the MSW or SSR can be mathematically adjusted to verify the actual performance and diversion associated with solely the Acceptable Waste. If no SSR is being received, the performance data will provide that baseline data without this isolated operation on the SSR to establish a baseline.

If after twelve months of performance monitoring based on the one-shift per week processing regime as noted above, Escambia County and the ECUA and APPLICANT's review of the data may lead the parties to agree to a less restrictive sampling and monitoring process, which could include in the simplest format, the additional consideration of all of the weight of the SSR assimilated as part of the overall diversion guarantee and thus involve a much simpler monitoring process and data presentation.

**C. APPLICANT
SUBCONTRACTORS**

(To Be Determined)

D. WASTE CAPACITY

APPLICANT represents that all of the MSW and SSR handling needs of the entire County and be achieved by APPLICANT's long-term operation of the MWPF.

The Facility of the APPLICANT provides waste handling services that include the ultimate acceptance of a minimum of 200,000 tons per year of MSW and SSR.

E. HEALTH & SAFETY PLAN

APPLICANT will retain _____ to prepare a health and

safety plan for the operation of the Facility. The health and safety plan will be prepared by certified safety professionals (CSP) and will be signed by CSP's for implementation. Once the plan is deemed acceptable by APPLICANT, it will be reviewed by ECUA and the County, and the health & safety training programs will be conducted by APPLICANT for all personnel having access to the APPLICANT facility. The program will include yearly updates by APPLICANT as a minimum with retraining where needed. The development of a new health and safety program will benefit the culture of APPLICANT enabling all employees to know that their personal health and safety are of the greatest value to us and vital to our success.

**F. BIOMASS MARKETS
THIRD-PARTY (Optional)**

APPLICANT [has/has not] represented that it has a third-party firm(s) that would purchase the biomass.

**G. APPLICANT EQUIPMENT
OWNERSHIP**

If the Contract is terminated due to lack of performance, or not renewed at the end of the initial 20-30 year Term, all equipment purchased and installed by APPLICANT as well as the Facility Site and Building improvements will be retained by the APPLICANT. Escambia County and the ECUA will have no further MSW or SSR delivery requirements.

**H. RESPONSIBILITIES OF
ECUA (or the County)**

Escambia County and ECUA's only responsibilities regard the delivery of MSW and SSR and payment of related fees.

**I. MINIMUM TONNAGE
GUARANTEE**

Together, the ECUA and the Escambia County will be responsible for guaranteeing a minimum Acceptable Waste flow of 200,000 tons per year to the Facility for the duration of the Contract effective with the Commencement Date.

J. APPLICABLE HOST FEE

The \$xx.xx per ton Host Fee will be assessed by the County on all tonnages of Acceptable Waste delivered to the Facility from non-County generating sources. This Host Fee will apply to the waste stream over the course of the Initial Term and any Agreement extensions, subsequent to the Commencement Date.

APPENDIX D – PLF Tonnages FY11/12 through FY13/14

Materials Received At Perdido Landfill October 1, 2011- September 30, 2012

Updated Through the Month of:

Program Area	#REF1 Customer Class	Material	WasteWORKS Code	# Tickets	Tons	Charge	\$ Per Ton	\$ Per Ticket
Landfill	NR	Auto Fluff	AC AF	0	0.00	0.00		
Landfill	NR	Class III	C3 CD	2,855	6,983.05	269,981.94	38.66	94.56
Landfill	NR	Class III - C&D Hurricane Ivan- N/C	C3 C&D N/C	0	0.00	0.00		
Landfill	NR	Clean Concrete	CC	773	1,138.45	0.00	0.00	0.00
Landfill	NR	HHW	HHW	80	70.57	2,406.12	34.10	30.23
Landfill	NR	Special Waste	SP WASTE	3	1.18	107.65		
Landfill	NR	Look Back Price Adjustment	LBP ADJ	0	0.00	0.00		
Landfill	NR	Load Ejection Fee	LE FEE	0	0.00	0.00		
Landfill	NR	MSW Commercial	MSW C	7,341	53,093.99	2,158,344.62	40.65	294.01
Landfill	NR	MSW Industrial	MSW I	2,321	10,419.19	423,573.53	40.65	182.50
Landfill	NR	MSW Public Ramp Commercial	MSW PR C	84	42.19	1,880.30	44.57	22.38
Landfill	NR	Sediment Basins	SED BASINS	0	0.00	0.00		
Landfill	NR	Sewage Sludge	SEW SLUDGE	221	2,846.40	242,570.22	85.22	1,097.60
Landfill	NR	Animals	SP A	131	115.64	4,700.79	40.65	35.88
Landfill	NR	Asbestos	SP AS	57	212.34	45,098.91	212.39	791.21
Landfill	NR	Contaminated Soil	SP C SOIL<	443	6,759.41	56,564.57	8.37	127.69
Landfill	NR	Non-Contaminated Soil	SP NC SOIL	0	0.00	0.00		
Landfill	NR	Documents	SP D	0	0.00	0.00		
Landfill	NR	Refractory Brick	SP REF BRK	0	0.00	0.00		
Landfill	NR	General Fill	G-Fill	297	483.75	0.00		0.00
Landfill	NR	Road Dept - Street Sweeping	ECR SWEEP	0	0.00	0.00		
Landfill	NR	Street Sweeping	ST SWEEP	0	0.00	0.00		
Landfill	NR	Street Sweeping - City of Pens	SWEEP-COP	338	3,485.87	0.00	0.00	0.00
		Sub-Totals		14,944	85,652.03	3,205,228.65	37.42	214.49
Landfill	R	MSW Public Class I	MSW P C1	1,461	1,699.64	69,277.19	40.76	47.42
Landfill	R	MSW Public Ramp	MSW PR	20,218	6,311.02	309,903.57	49.11	15.33
Landfill	R	MSW Residential	MSW RES	4,160	33,556.67	1,355,899.23	40.41	325.94
Landfill	R	Insufficient Payments	NSF	35	0.00	257.54		7.36
Landfill	R	Cash Over/Short	O/S	142	0.00	83.16		0.59
Landfill	R	Oak Grove	OG CASH	109	0.00	13,225.44		121.33
Landfill	R	Pull-Off	PULL-OFF	10	0.00	342.10		34.21
Landfill	R	Refund	RF	0	0.00	0.00		
Landfill	R	Service Charge Mixed Load	SC Mixload	13	0.00	2,667.86		205.22
Landfill	R	Public Animals	SP PA	13	4.77	210.36	44.10	16.18
Landfill	R	Tires-Small	Tire-Small	695	0.00	4,301.38		6.19
Landfill	R	Tires-Large	Tire-Large	29	0.00	506.16		17.45
Landfill	R	Waste Tires Public/Commercial	TW	354	349.20	52,851.36	151.35	149.30
Landfill	R	Tires-Transfer to Tire Pile	Tire-Transfer	90	34.23	0.00	0.00	0.00
Landfill	R	Tires from Landfill Mining Project	TIRES LM	0	0.00	0.00		
Landfill	R	Uncovered Load Surcharge	ULS	103	0.00	651.99		6.33
Landfill	R	Weight Certification	WT CERT	42	51.67	319.62	6.19	7.61
Landfill	R	Recycling Contamination	RC CONT	21	19.62	0.00		
		Sub-Totals		27,495	42,028.82	1,810,498.96	43.08	65.85
Consumer Prod	NR	Recycling Pallets	RC PAL	0	0.00	0.00		
Consumer Prod	NR	Recycling No Charge	RC RECY NC	0	0.00	0.00		
Consumer Prod	NR	Recycling Commercial	RC S/RC SS/ RC TIN	0	0.00	0.00		
Consumer Prod	NR	Recycling - Office Paper	RC -OFFICE	0	0.00	0.00		
				0	0.00	0.00		
Composting	NR	Mulch (\$7.50 per ton)	RC MULCH	0	0.00	0.00		
Composting	NR	Pallets	SP P	0	0.00	0.00		

Materials Received At Perdido Landfill

October 1, 2011- September 30, 2012

Updated Through the Month of:

Program Area	#REF1 Customer Class	Material	WasteWORKS Code	# Tickets	Tons	Charge	\$ Per Ton	\$ Per Ticket
Sub-Totals				0	0.00	0.00		
Consumer Prod	R	Recycling Mixed	RC MIXED	2,276	1,399.35	0.00	0.00	0.00
Consumer Prod	R	Recycling Curbside	RC - CURB	2	0.00	0.00		
Composting	R	Mulch Trees	MU TREES	21	14.68	0.00	0.00	0.00
Composting	R	Yard Waste Clean	MU CLEAN	0	0.00	0.00		
Composting	R	Yard Waste Commercial	MU COMM	0	0.00	0.00		
Composting	R	Yard Waste at N/C for cover	YW ESC RD	166	2,775.36	0.00	0.00	0.00
Composting	R	Yard Waste Public/Commerical	YW	4,817	2,660.53	83,140.37	31.25	17.26
Composting	R	Yard Waste - City of Pensacola	YW COP	82	864.51	21,543.59		
Transfer Station	NR	C3 CD	T C3 CD	0	0.00	0.00		
Transfer Station	NR	MSW RES COP	T MRESCOP	2,514	15,007	730,159		
Transfer Station	NR	MSW C COP	T MSWCOP	116	117.22	5,705.97		
Transfer Station	NR	MSW RES C	T MSW C	9,926	55,595.43	2,704,652.79		
Transfer Station	NR	MSW Industrial	T MSW I	466	1,462.08	71,139.63		
Transfer Station	R	MSW RES - (ECUA)	T MSW RES	4,704	37,939.20	1,845,746.24		
Transfer Station	R	MSWRES - Residential from Santa Rosa	T MSWRES	2	4.48	217.96		
Transfer Station	NR	MSW C (ECUA)	T MSWCUEUA	1,557	7,577.88	372,797.96		
Transfer Station	NR	Weight Certification	T WT CERT	629	13,008.72	4,695.37		
Transfer Station	NR	Mixed Load	T MIXLOAD	5	0.00	1,026.10		
Transfer Station	NR	Hauler Fee (ECUA)	HAUL ECUA	15	0.00	-4,116.92		
Transfer Station	NR	Hauler Fee	HAULER FEE	0	0.00	0.00		
Transfer Station	NR	Fuel Surcharge	FUEL SC	0	0.00	0.00		
Transfer Station	NR	Transfer Tonnage from Transfer Station	TRANSFER	9,660	0.00	0.00		
Transfer Station	NR	Transfer Station - Tires	TIRES TS	2	8.67	0.00		
Sub-Totals				29,596	130,720.95	5,732,024.32		
Totals				79,399	266,114.23	10,852,433.89		

Materials Received At Perdido Landfill

October 1, 2012- September 30, 2013

Updated Through the Month of:

Program Area	Customer Class	Material	WasteWORKS Code	# Tickets	Tons	Charge	\$ Per Ton	\$ Per Ticket
Landfill	NR	Class III	C3 CD	2,753	10,232.68	408,772.79	39.95	148.48
Landfill	NR	Class III - City of Pensacola	C3 CD COP	82	457.21	19,234.82	42.07	234.57
Landfill	NR	Clean Concrete	CC	990	5,315.75	0.00	0.00	0.00
Landfill	NR	HHW	HHW	64	51.19	1,982.18	38.72	30.78
Landfill	NR	Special Waste	SP WASTE	3	19.28	1,643.04	85.22	547.68
Landfill	NR	MSW Commercial	MSW C	6,156	50,680.19	2,132,149.42	42.07	346.35
Landfill	NR	MSW Industrial	MSW I	2,160	7,145.69	300,631.48	42.07	139.18
Landfill	NR	Load Ejection Fee	LE FEE	2	0.00	424.80		
Landfill	NR	MSW Public Ramp Commercial	MSW PR C	118	49.80	2,291.33	46.01	19.42
Landfill	NR	Sewage Sludge	SEW SLUDGE	139	2,637.98	232,669.77	88.20	1,673.88
Landfill	NR	Animals	SP A	113	135.79	5,730.23	42.20	50.71
Landfill	NR	Asbestos	SP AS	33	119.93	26,371.54	219.89	799.14
Landfill	NR	Contaminated Soil	SP C SOIL<	194	2,966.94	124,894.51	42.10	643.79
Landfill	NR	Documents	SP D	0	0.00	0.00		
Landfill	NR	Refractory Brick	SP REF BRK	0	0.00	0.00		
Landfill	NR	General Fill	G-Fill	45	462.65	0.00	0.00	0.00
Landfill	NR	Road Dept - Street Sweeping	ECR SWEEP	0	0.00	0.00		
Landfill	NR	Street Sweeping	ST SWEEP	0	0.00	0.00		
Landfill	NR	Street Sweeping - City of Pens	SWEEP-COP	313	2,798.72	0.00	0.00	0.00
		Sub-Totals		13,165	83,073.80	3,256,795.91	39.20	247.38
Landfill	R	MSW Public Class I	MSW P C1	1,430	1,736.48	73,326.81	42.23	51.28
Landfill	R	MSW Public Ramp	MSW PR	17,609	5,690.17	285,705.99	50.21	16.22
Landfill	R	MSW Residential	MSW RES	6,971	62,990.14	2,642,545.74	41.95	379.08
Landfill	R	MSW Residential - COP	MSWRES COP	319	2,501.45	105,236.00	42.07	329.89
Landfill	R	Insufficient Payments	NSF	26	0.00	0.00		0.00
Landfill	R	Cash Over/Short	O/S	121	0.00	7.49		0.06
Landfill	R	Oak Grove	OG CASH	112	0.00	11,851.71		
Landfill	R	Pull-Off	PULL-OFF	0	0.00	0.00		
Landfill	R	Refund	RF	0	0.00	0.00		
Landfill	R	Service Charge Mixed Load	SC Mixload	14	0.00	2,973.60		212.40
Landfill	R	Public Animals	SP PA	24	7.80	392.25	50.29	16.34
Landfill	R	Tires-Small	Tire-Small	573	0.00	3,261.44		5.69
Landfill	R	Tires-Large	Tire-Large	29	0.00	429.52		14.81
Landfill	R	Waste Tires Public/Commerical	TW	324	276.68	42,255.21	152.72	130.42
Landfill	R	Waste Tires - COP	TW COP	14	25.19	4,614.80	183.20	329.63
Landfill	R	Tires-Transfer to Tire Pile	Tire-Transfer	115	26.02	0.00	0.00	0.00
Landfill	R	Tires from Landfill Mining Project	TIRES LM	0	0.00	0.00		
Landfill	R	Uncovered Load Surcharge	ULS	138	0.00	903.90		6.55
Landfill	R	Weight Certification	WT CERT	37	138.81	291.56	2.10	7.88
Landfill	R	Recycling Contamination	RC CONT	40	27.16	0.00	0.00	0.00
		Sub-Totals		27,896	73,419.90	3,173,796.02	43.23	113.77
Consumer Prod	R	Recycling Mixed	RC MIXED	2,156	1,409.82	0.00	0.00	0.00
Consumer Prod	R	Recycling Curbside	RC - CURB	0	0.00	0.00		
Composting	R	Mulch Trees	MU TREES	6	2.55	0.00	0.00	0.00
Composting	R	Yard Waste at N/C for cover	YW ESC RD	193	2,059.79	0.00	0.00	0.00
Composting	R	Yard Waste Public/Commerical	YW	4,052	2,393.62	63,250.74	26.42	15.61
Composting	R	Yard Waste - City of Pensacola	YW COP	166	558.77	14,410.73		
		Sub-Totals		4,417	5,014.73	77,661.47		

Materials Received At Perdido Landfill

October 1, 2012- September 30, 2013

Updated Through the Month of:

Program Area	Customer Class	Material	WasteWORKS Code	# Tickets	Tons	Charge	\$ Per Ton	\$ Per Ticket
Transfer Station	NR	C3 CD	T C3 CD	63	39.96	1,119.27		
Transfer Station	NR	MSW RES COP	T MRESCOP	2,503	14,115.32	710,723		
Transfer Station	NR	MSW C COP	T MSWCOP	122	116.27	5,867.95		
Transfer Station	NR	MSW RES C	T MSW C	10,900	67,440.20	3,395,914.48		
Transfer Station	NR	MSW Industrial	T MSW I	606	3,437.81	173,096.09		
Transfer Station	R	MSW RES - (ECUA)	T MSW RES	787	5,274.16	265,559.89		
Transfer Station	R	MSWRES - Residential from Santa Rosa	T MSWRES	2	0.00	0.00		
Transfer Station	NR	MSW C (ECUA)	T MSWC ECUA	667	2,921.55	147,100.14		
Transfer Station	NR	Weight Certification	T WT CERT	116	2,557.39	851.04		
Transfer Station	NR	Mixed Load	T MIXLOAD	4	0.00	955.83		
Transfer Station	NR	Transfer Tonnage from Transfer Station	TRANSFER	7,869	0.00	0.00		
Transfer Station	NR	Recycling Contamination	T RC CONT	56	35.29	0.00		
Transfer Station	NR	Transfer Station - Tires	TIRES TS	0	0.00	0.00		
		Sub-Totals		23,695	95,937.95	4,701,187.91		
		Totals		71,329	258,856.20	11,209,441.31		\$43.30

Materials Received At Perdido Landfill

October 1, 2013 - September 30, 2014

Updated Through the Month of:

Program Area	#REF! Customer Class	Material	WasteWORKS Code	# Tickets	Tons	Charge	\$ Per Ton	\$ Per Ticket
Landfill	NR	Class III	C3 CD	3,291	10,217.86	428,452.75	41.93	130.19
Landfill	NR	Class III - City of Pensacola	C3 CD COP	92	313.93	13,668.51	43.54	148.57
Landfill	NR	Clean Concrete	CC	781	1,485.97	0.00	0.00	0.00
Landfill	NR	HHW	HHW	21	35.62	1,182.77	33.21	56.32
Landfill	NR	Special Waste	SP WASTE	2	7.39	674.63	91.29	337.32
Landfill	NR	MSW Commercial	MSW C	5,678	45,555.06	1,983,489.40	43.54	349.33
Landfill	NR	MSW Industrial	MSW I	2,305	12,299.82	535,542.15	43.54	232.34
Landfill	NR	Load Ejection Fee	LE FEE	0	0.00	0.00		
Landfill	NR	MSW Public Ramp Commercial	MSW PR C	56	23.13	1,106.68	47.85	19.76
Landfill	NR	Sediment Basins	SED BASINS	5	87.91	3,827.60	43.54	765.52
Landfill	NR	Sewage Sludge	SEW SLUDGE	96	2,034.18	185,700.30	91.29	1,934.38
Landfill	NR	Animals	SP A	90	114.03	4,964.91	43.54	55.17
Landfill	NR	Asbestos	SP AS	20	48.88	11,127.38	227.65	556.37
Landfill	NR	Contaminated Soil	SP C SOIL<	105	875.90	38,217.06	43.63	363.97
Landfill	NR	Documents	SP D	0	0.00	0.00		
Landfill	NR	Refractory Brick	SP REF BRK	0	0.00	0.00		
Landfill	NR	General Fill	G-Fill	8	11.19	0.00	0.00	0.00
Landfill	NR	Road Dept - Street Sweeping	ECR SWEEP	0	0.00	0.00		
Landfill	NR	Street Sweeping	ST SWEEP	0	0.00	0.00		
Landfill	NR	Street Sweeping - City of Pens	SWEEP-COP	283	2,746.69	0.00	0.00	0.00
		Sub-Totals		12,833	75,857.56	3,207,954.14	42.29	249.98
Landfill	R	MSW Public Class I	MSW P C1	1,660	2,353.74	102,756.29	43.66	61.90
Landfill	R	MSW Public Ramp	MSW PR	18,634	6,303.35	323,228.29	51.28	17.35
Landfill	R	MSW Residential	MSW RES	8,018	70,258.37	3,050,010.19	43.41	380.40
Landfill	R	Flood - April Event - Residential	FLOOD	830	4,609.73	200,707.73	43.54	241.82
Landfill	R	MSW Residential - COP	MSWRES COP	328	2,261.94	98,484.81	43.54	300.26
Landfill	R	Insufficient Payments	NSF	26	0.00	0.00		0.00
Landfill	R	Cash Over/Short	O/S	89	0.00	-4.43		-0.05
Landfill	R	Oak Grove	OG CASH	107	0.00	11,818.52		
Landfill	R	Pull-Off	PULL-OFF	0	0.00	0.00		
Landfill	R	Refund	RF	0	0.00	0.00		
Landfill	R	Service Charge Mixed Load	SC Mixload	23	0.00	5,056.09		219.83
Landfill	R	Public Animals	SP PA	15	6.48	301.97	46.60	20.13
Tire Pile	R	Tires-Small	Tire-Small	462	0.00	3,573.96		7.74
Tire Pile	R	Tires-Large	Tire-Large	21	0.00	580.58		27.65
Tire Pile	R	Waste Tires Public/Commerical	TW	255	270.03	44,081.41	163.25	172.87
Tire Pile	R	Waste Tires - COP	TW COP	13	27.60	5,233.23	189.61	402.56
Tire Pile	R	Tires-Transfer to Tire Pile	Tire-Transfer	122	50.72	0.00	0.00	0.00
Tire Pile	R	Tires from Landfill Mining Project	TIRES LM	0	0.00	0.00		
Landfill	R	Uncovered Load Surcharge	ULS	2	0.00	13.56		6.78
Landfill	R	Weight Certification	WT CERT	35	46.61	285.60	6.13	8.16
Landfill	R	Recycling Contamination	RC CONT	319	311.18	0.00	0.00	0.00
		Sub-Totals		30,959	86,499.75	3,846,127.80	44.46	124.23
Consumer Prod	R	Recycling Mixed	RC MIXED	1,259	761.17	0.00	0.00	0.00
Consumer Prod	R	Recycling Curbside	RC - CURB	0	0.00	0.00		
Composting	R	Mulch Trees	MU TREES	20	27.20	0.00	0.00	0.00
Composting	R	Yard Waste at N/C for cover	YW ESC RD	172	2,041.76	0.00	0.00	0.00
Composting	R	Yard Waste Public/Commerical	YW	4,970	4,713.38	141,654.88	30.05	28.50
Composting	R	Yard Waste - City of Pensacola	YW COP	305	2,594.69	69,252.24		

Materials Received At Perdido Landfill

October 1, 2013 - September 30, 2014

Updated Through the Month of:

Program Area	#REFI Customer Class	Material	WasteWORKS Code	# Tickets	Tons	Charge	\$ Per Ton	\$ Per Ticket
		Sub-Totals		5,467	9,377.03	210,907.12		
Transfer Station	NR	C3 CD	T C3 CD	189	118.93	1,389.77		
Transfer Station	NR	MSW RES COP	T MRESCOP	2,924	15,191	791,618.56		
Transfer Station	NR	MSW C COP	T MSWCOP	143	148.49	7,737.82		
Transfer Station	NR	MSW RES C	T MSW C	12,900	84,683.07	4,412,934.02		
Transfer Station	NR	MSW Industrial	T MSW I	157	454.41	23,679.33		
Transfer Station	R	MSW RES - (ECUA)	T MSW RES	141	1,426.09	74,313.56		
Transfer Station	R	MSWRES - Residential from Santa Rosa	T MSWRES	1	-1.14	-59.41		
Transfer Station	R	Flood - April Event 2014 - Residential	T FLOOD	160	503.63	26,246.54		
Transfer Station	NR	MSW C (ECUA)	T MSWCECUA	922	4,826.30	251,504.02		
Transfer Station	NR	Weight Certification	T WT CERT	21	267.37	171.36		
Transfer Station	NR	Mixed Load	T MIXLOAD	2	0.00	439.66		
Transfer Station	NR	Transfer Tonnage from Transfer Station	TRANSFER	9,403	0.00	0.00		
Transfer Station	NR	Recycling Contamination	T RC CONT	15	9.82	0.00		
Transfer Station	NR	Transfer Station - Tires	TIRES TS	2	5.22	0.00		
		Sub-Totals		26,980	107,632.87	5,589,975.23		
		Totals		77,498	280,128.38	12,854,964.29		\$45.89