

REQUEST FOR PROPOSALS
Lucas County Solid Waste Management District
Division of Lucas County Sanitary Engineer
Materials Recovery Facility Development / Operation Services

ISSUED BY:
The Lucas County Solid Waste Management District
Division of Lucas County Sanitary Engineer
1011 Matzinger Road
Toledo, OH 43612
(419) 213-2230

PROPOSAL DEADLINE
Wednesday, February 29, 2012
4:00 p.m. EST

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REQUEST FOR PROPOSALS
Lucas County Solid Waste Management District
Transfer/Processing recycling materials

I. PURPOSE

The Lucas County Solid Waste Management District (the District) is seeking the services of a Vendor with the necessary professional and technical experience, expertise and capacity to assist the District and the City of Toledo in receiving, transferring and processing recycling materials that will be delivered to the District's recycling facility at 1011 Matzinger Road, Toledo, Ohio or other location in Toledo, Ohio. The development shall include transitioning and processing of the City of Toledo's single stream recyclables that will be delivered to the site under an existing agreement with Republic Services (**see attachment A**), the District's commingled bottles/cans as delivered by the District and host recyclables that may be received.

Interested Vendors are invited to submit a proposal that meets the requirements described in Section VIII Proposal Requirements and Section X Additional Information and Details.

This RFP covers processing for single stream recyclables from the City, commingled bottles and cans from the District and potential host recyclables. The Lucas County Solid Waste Management District is committed to providing cost-effective and environmentally safe solid waste management services for those who live and work in the District. As part of these services, the District provides recycling drop-offs at many locations in the District. That material is collected in two separate streams, commingled bottles and cans and commingled fiber. The City of Toledo is the largest municipality in the District and curbside recycling is required in Toledo for the District to be in compliance with the Solid Waste Management Plan. The City provides every other week curbside single stream recycling to approximately 95,500 households in the City. The City collection program uses 96 gallon Toter carts to all households to enable automated collection by the District under agreement with the City as well as a collection services agreement with a hauler. Toledo's single stream curbside collection was fully implemented in 2010.

II. BACKGROUND

The Ohio Solid Waste Disposal Act, effective June 24, 1988, mandated that all counties establish a Solid Waste Management District and a Solid Waste Policy Committee. Each Solid Waste Management Policy Committee is responsible for preparing, adopting and submitting to the Ohio EPA a solid waste management plan and then must update the plan periodically.

In response, the Board of Commissioners of Lucas County formed the Lucas County Solid Waste Management District, in accordance with Section 3734.52 of the *Ohio Revised Code*. The District oversees the District Solid Waste Plan and its implementation. The District's programs include an extensive recycling drop-off network, an outreach and education initiative in partnership with Keep Toledo/Lucas County Beautiful (KTLCB), a business technical assistance program in partnership with the University of Toledo, solid waste and recycling services in partnership with various private sector profit and not-for-profit vendors and facility operators, and an overall partnership with area municipalities including the City of Toledo in meeting the recycling access needs of the District.

The District's website link to programs/services is as follows:

<http://www.co.lucas.oh.us/index.aspx?nid=749>

Early in 2008, the District purchased the former Lake Erie Recycling facility at 1011 Matzinger Road with plans to base its operations there including administrative offices for District Staff as well as KTLCB (Keep Toledo/Lucas County Beautiful) Staff, its recycling drop off collection vehicles (4 front load recycling packer trucks and support vehicles), and processing and/or transfer arrangements for the District and City of Toledo's recyclables. The District is now seeking an experienced partner to work with the District to develop and operate the recycling, processing and/or transfer operations at the District's site.

III. DISTRICT RESPONSIBILITIES

Certain services shall be performed or furnished by the District and/or the City of Toledo. These services include:

1. The District will deliver or cause to be delivered, all District collected recyclable material to the site (Hours of Operation: 4am-2pm, Sun-Sat). The District's total tonnage [Commingled fiber (approx. 77%) and Commingled bottles and cans (approx. 23%)] have grown steadily from less than 7,000 tons per year in 2002 to approximately 10,000 tons in 2011. District present dual stream tonnage is projected to operate at a rate of 610 tons per month for Commingled fiber and 225 tons per month for Commingled bottles and cans. (**see attachment B** for historic District tons)
2. The District and the City of Toledo will coordinate delivery of all of the City's curbside single stream recyclables (approx. 1700 tons/month) to the site (Hours of Operation: 8am-5pm, Mon-Fri and Saturday on Holiday weeks). The City single stream curbside collection program serves approximately 95,500 homes and small businesses with 60-96 gallon Toter carts. (**see attachment C** for historic City tons)
3. The City of Toledo curbside carts will be equipped with RFID tags for tracking participation. The City users have a rewards program (My Republic Rewards). In the long term, 25,000 to 40,000 tons per year is anticipated as recycling incentive systems reach an increased performance and other host recyclables are brought to the facility.
4. The District will make available all existing information which may be pertinent to the work herein described all of which Vendor may rely upon in performing services.
5. The District will cooperate with the Vendor and respond as needed in a timely manner.
6. The District will arrange for and hold within a reasonable time any necessary meetings, including providing meeting facilities and serving of required public and private notices.
7. The District will respond within a reasonable time to the Vendor's requests for written decisions or determinations, pertaining to the work, so as not to unreasonably delay the services of the Vendor.

IV. PROJECT SCOPE AND TERM

The desired services for providing transfer/processing of recycled materials to the Lucas County Solid Waste Management District and the City of Toledo shall include the following:

RECYCLING PROCESSING OPERATIONS SUPPORT

1. Effective no later than December 15, 2012, Vendor shall assume responsibility for operating the recycling handling activities at 1011 Matzinger Road or other location in Toledo, Ohio, giving priority to processing and/or transferring all District and Toledo recyclables delivered to the site.
2. Vendor shall propose a business arrangement that provides revenue share to the District and City on recyclable materials processed by the operation (See Section X).

3. Vendor shall make arrangements for transferring single stream recyclables to a pre-arranged single stream MRF or process said recyclables at site no later than December 15, 2012. Estimated volumes noted in Section III.2. above.
4. The District's commingled fiber (approx. 610 tons/month) is currently being processed at 1011 Matzinger Road under an agreement with Fondessy Enterprises (**see attachment D**). Vendor shall make provisions and considerations such that the four (4) District Solid Waste Trucks will be parked inside a building at Matzinger Road or vendor shall propose alternate indoor storage arrangements at the Matzinger Rd. Site.
5. Vendor shall transfer/process the City's recyclables (approx. 1700 tons/month at start of contract) and District's commingled bottles and cans (approx. 225 tons/month) no later than December 15, 2012.
6. Vendor shall assume responsibility for arranging necessary financing required for facility capital improvements, market arrangements, and operating arrangements to receive, transfer and process the City and District's recyclables.
7. Vendor shall provide receiving, transfer, processing and marketing services for the following types of incoming material in both single stream and dual stream loads, including all materials currently accepted by the City and District, at a minimum as follows:

<ul style="list-style-type: none">• Newspapers including all flyers• Cardboard• Pizza boxes• Magazines and catalogs• Residential mail/junk mail• Office paper• Kraft paper bags• Box board (cereal boxes, beverage cartons)• Phone books• Gift wrapping paper• Shredded office paper	<ul style="list-style-type: none">• All closed mouth plastic containers• #3 through #7 household plastic• Aluminum cans• Other aluminum• Aluminum foil• Steel cans• Tin cans• Other household scrap metal• Green glass• Amber glass• Clear glass• milk cartons and drink boxes
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- Acceptable contamination levels (out-throws) shall be - less than 6% (trash and other prohibited materials).
- Favorable consideration will be given to proposals that include the ability to accept any or all of the following materials as optional as part of the commingled recyclables streams – clean bagged plastic film, other glass and ceramics.
- Proposers are encouraged to provide for the recycling of other additional materials as optional alternatives for the District to consider.

PROPOSED CONTRACT TERM

Contract Term of ten (10) years is proposed with an effective date no later than December 15, 2012 to allow for vendor financed capital improvements.

V. VENDOR EXAMINATION OF THE REQUEST FOR PROPOSAL

The prospective Vendor shall carefully examine the entire Request for Proposal and any addenda thereof, all related materials and data referenced in the Request for Proposal, and shall become fully aware of the nature of the request and the conditions to be encountered in

performing the requested services.

If Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this Request for Proposal, they shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda. Any addendums issued as a result of a request for clarification can be accessed on the Lucas County Support Services website at <http://www.lucascountyoh.gov/Bids> or by calling (419)213-2230 and requesting a copy by mail.

The last day that the District will receive written question and clarification requests shall be February 22, 2012 at 12:00 Noon EST.

Written question and clarification requests shall be sent to the attention of:

Christopher Pizza, District Manager
Lucas County Solid Waste Management District
1011 Matzinger Road
Toledo, OH 43612
cpizza@co.lucas.oh.us
(419) 213-2201 fax

VI. EVALUATION OF RESPONSES

The District/City selection team will evaluate responses based upon the qualifications of the vendor and the individuals involved to perform the required services, the specific proposal submitted, and the cost allocation (expense/revenue) of the services.

The Solid Waste Management District reserves the right to reject any and all proposals, and to negotiate with more than one Vendor.

The review process will be conducted in two (2) stages. Stage 1 concerns itself with the contents of an envelope marked "Statement of Qualifications and Technical Proposal". Stage 2 concerns itself with the contents of an envelope marked "Pricing Proposal."

Stage 1 of the evaluation process will review the qualifications of the submitting Vendor(s) and their capacity to provide the requested services. Stage 1 will also evaluate the prospective Vendor(s) understanding of the project and specific mandatory conditions. The appropriate proposal materials shall be placed by the Vendor in a Vendor-provided envelope marked "Statement of Qualifications and Technical Proposal". Those materials will be used in the evaluation process to score the Vendor's submittal as follows:

Qualifications	Maximum Points	20
Experience Doing Similar Work	Maximum Points	10
References for Similar Work	Maximum Points	10
Understanding of Project/District	Maximum Points	30

Proposals that successfully complete Stage 1 by scoring 55 or more points of the possible 70 will be deemed "Qualified" and their proposal will proceed to Stage 2.

Stage 2 of the evaluation process will only be executed for those proposals that the District

deems "Qualified."

Partial submissions or late submissions shall be determined to be non-responsive and shall be designated as "Non-Qualified."

Stage 2 of the evaluation process will review the "Qualified" Vendor(s) pricing document and required tax form. A project pricing document and the Personal Property Tax Statement form shall be placed in a Vendor-provided envelope marked "Pricing Proposal."

As part of this Stage 2 evaluation process, a "Qualified" prospective Vendor(s) may be required, at its expense, to orally present its proposal at the time and place specified by the District.

Stage 1 Review

Stage 1 of the evaluation process will review the qualifications and technical proposals of submitting vendors. Specific evaluation criteria in this stage used to award points as provided for above will include:

- * Required number of copies (or electronic media) and all attachments.
- * Easily reproduced, recycled-content quality paper, single spaced, clearly formatted with type face that is easily read or electronic media (w/ .pdf files).
- * Determination that the submission meets minimum qualifications outlined in the Request for Proposals.
- * Submission clearly defines the company's specific qualifications. The District reserves the right to determine which submissions are most qualified. At any time during the review, and at any level of the review, the District may request additional information from the Vendor(s). Such information requests and Vendor(s)' responses must always be in writing and will be considered to be part of the Vendor's proposal. Information may be requested from sources other than the written submission to evaluate the Vendor(s).
- * Ability to meet the timelines and requirements requested for service.
- * Overall responsiveness, viability and completeness of the submission as well as the likelihood that, in the District's opinion and at the District's discretion, the submission best meets or exceeds the District's specifications.
- * Title page and signed transmittal letter with all key contact information has been included.
- * An explanation of the vendor's management, operating and financing capacity to carry out the project has been included.
- * Narrative that relates the vendor's understanding of the project, its technical approach to the project, its programs and related experience.
- * Technical Approach and Activity Schedule has been included.
- * Resumes and Reference Projects with Contact Information have been included.

Submissions which do not meet all of the above first stage review submission requirements will be deemed "Non-Qualified" and will not be reviewed for Stage 2.

Stage 2 Review

Stage 2 of the evaluation process will review the pricing proposals of submitting vendors. Specific evaluation criteria in this stage used to award points will include, but will not be

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limited to:

- * Pricing Document has been completed and included.
- * Personal Property Tax Statement has been completed and included.
- * All other required forms have been completed and included
- * Net benefit (net cost and/or revenue) to the District and City for the best services

Those materials will be used in the evaluation process to score the Vendor's price submittal as follows:

Pricing Document	Maximum Points	30
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This request for proposals delineates the specific documents that will need to be placed in each of the required envelopes - "Statement of Qualifications and Technical Proposal" and "Pricing Proposal."

The Board of Commissioners shall make the award by resolution based on the Maximum Points earned as described above. It should be noted that this award shall be for the provision of professional and technical services and, therefore, need not be the prospective Vendor(s) submitting the highest/lowest cost proposal. The City and Board of Commissioners may choose to sign separate contracts with the selected vendor or work through a single contract, depending on the pricing submitted in the Pricing Proposal (see Form 9, Pricing Proposal Forms).

VII. COMPENSATION (Expenses/Revenue)

The selected Vendor shall enter into an Agreement with the District to provide the services described in this Request for Proposals. Expenses for transfer/processing services shall be provided at a not-to-exceed cost per ton basis to the District. All vendor expenses shall be included in the not-to-exceed cost per ton amount. Details of processing costs shall be presented with a method for providing rebates and/or revenue share to the District and City based on market pricing applied to all tons delivered by the District and City. It is desired that net revenues to the District and City be maximized in hopes of identifying floor, trigger and/or ceiling pricing related to Official Board Markets (Chicago) or better. With single stream volume increasing substantially in 2010, it is believed that an extended term agreement will compel Vendors to provide the most cost effective solution with the Vendor's investment in a single stream processing facility in the City of Toledo.

Scenarios of costs and/or net revenues (expenses/revenues) shall be presented in the format provided to reflect market conditions (incl. data from January, 2010 through December, 2011) based on past and projected volumes. See Section X.

VIII. SUBMITTAL OF PROPOSALS

In order to be given consideration, two separately sealed envelopes with inclusion of content on 1) electronic media (.pdf files on CD, DVD or flash drive) or 2) three (3) copies, printed on recycled-content paper, of the prospective Vendor's proposal must be received at the following location on or before the indicated time and date:

**4:00 p.m. EST
Wednesday, February 29, 2012**

Attn: Christopher Pizza
Lucas County Solid Waste Management District
One Government Center, Suite 800
Toledo, OH 43604

Late proposals shall be returned to the prospective Vendor(s) unopened.

Format and Content

The proposals shall be written in a clear and concise manner and shall be formatted as noted in these subsections and address those items in Section X. The subsections shall be divided between two separately sealed envelopes. One envelope shall be marked "Statement of Qualifications and Technical Proposal" and the second envelope shall be marked "Pricing Proposal." The District must receive one (1) original "Statement of Qualifications and Technical Proposal" envelope and two (2) additional copies (or electronic media) in the sealed envelope. The District must receive one (1) original "Pricing Proposal" envelope and two (2) additional copies (or electronic media) in the sealed envelope. The proposal and its copies shall be organized into the following subsections and placed in the corresponding sealed envelopes:

Qualifications/Technical Proposal Envelope

1. Title page
2. Vendor Qualifications and Capacity
3. Experience Summary
4. Project Understanding, Approach, Technical Proposal and activity schedules
5. Resumes
6. References

Pricing Proposal Envelope

1. Pricing document
2. Personal Property Tax Statement
3. District Required Forms

The remainder of this subsection defines the contents requirements for each of the aforementioned components.

STATEMENT OF QUALIFICATIONS/TECHNICAL PROPOSAL ENVELOPE

1. Title Page – Quals and Technical Proposal Envelope

The proposal's Title Page shall contain "Lucas County Solid Waste Management District, Transfer/Processing Recycling Materials" and the name, address, and telephone number of the Vendor(s) submitting the proposal.

2. Vendor Qualifications and Capacity – Quals/Technical Proposal Envelope

In this section, the prospective Vendor should include that information it deems appropriate to convince the District that it has the qualifications and capacity to provide the required services and that the required services will be provided in a timely and cost effective manner.

In addition, this section should provide the following information:

- A. Each proposal must specify the name of the vendor submitting the proposal, Federal Tax ID number, street address, mailing address, telephone number, and the key individual who will be responsible for the project, if awarded. If the vendor has its home office in another state, and a regional office in or for Ohio, the proposal must identify street address, mailing address, and telephone number of each. A statement that the

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Vendor(s) and all members of its team are licensed to do business in the State of Ohio.

- B. A statement as to the Vendor's background, management structure, and management systems, particularly as it relates to solid waste and recycling and comprehensive solid waste planning and the implementation of integrated solid waste systems.
- C. The Vendor's and any sub-Vendor(s)' experience on projects of similar nature and size.
- D. The names of all persons who will be assigned to the project by the Vendor and the members of its team, including any sub-Vendors, the role each of these persons will play in the project, and the degree to which these persons will be committed to the project (substitution of proposed and approved team members will not be permitted without the District's approval).
- E. Evidence that the prospective Vendor(s) can obtain all of the insurance coverage and a statement setting forth the names and addresses of the persons and/or entities that will provide such insurance coverage. The following are the insurance requirements for the project and are to be provided by the selected Vendor as a non-reimbursable cost:
 - 1. *Professional Liability Insurance*, limits of such insurance to be no less than one million dollars (\$1,000,000) per occurrence;
 - 2. *General Liability Insurance*, limits of such insurance to be no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate, covering bodily injury, personal injury, and property damage, and written on an occurrence basis;
 - 3. *Workers Compensation Insurance*, as provided under the laws of the State of Ohio; and
 - 4. *Automobile Insurance*, covering all owned or leased vehicles with a combined single limit of no less than one million dollars (\$1,000,000) per accident.
 - 5. The contract shall include a HOLD HARMLESS AGREEMENT - To the fullest extent permitted by law, the Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the Lucas County Board of Commissioners and all other Lucas County Boards, agencies and departments, their elected and appointed officials, employees and volunteers and others working on behalf of the any Lucas County Board, agency, and department against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from any Lucas County Board, agency, or department, their elected and appointed officials, employees, volunteers or others working on behalf of the any Lucas County Board, agency, or department, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
 - 6. The following "County of Lucas Insurance Requirements" will also become part of the contract (noted as 6a and 6b).

**COUNTY OF LUCAS
CONTRACTOR INSURANCE**

6a INSURANCE

1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -
General Aggregate Limit - \$2,000,000
Products-Completed Operations-
Aggregate Limit - \$2,000,000
Personal and Advertising
Injury Limit - \$1,000,000
Each Occurrence Limit - \$1,000,000
Comprehensive Automobile Liability
Bodily Injury & Property Damage Liability Limit
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees

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engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

6b. INDEMNITY

1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

2 NON PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 6b.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

3 It is expressly understood and agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 6b.

5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

- F. A list of the prospective Vendor's current engagements and those of the members of its team, including any sub-Vendor(s) that the Vendor believes will enhance and/or negatively impact the Vendor's ability to perform the work. For each engagement, the following shall be provided:
1. The engagement's time schedule; and
 2. The nature of the work and its potential enhancement and/or negative impact on the District's work
 3. The names of the persons assigned to these engagements that are also being proposed for the project.

3. Experience Summary – Quals/Technical Proposal Envelope

In this section, the prospective Vendor should include that information it deems appropriate to convince the District that it has sufficient direct experience, either with the District and its programs or with programs operated within the District by communities and/or other service providers such that the Vendor understands the specific program management requirements, organizational challenges and working methods used by the District, its communities and its operating partners in order to meet the District's program objectives during the period of service. The response to this section shall include:

- A: A list of the Vendor's and sub-Vendor(s)' solid waste and recycling related engagements for a period up to the past five years. For each engagement, the following information shall be provided:
- 1: Name of client and contact information (phone/email..);
 - 2: Nature of work performed and its relevance to the District Work; and
 - 3: Date of project completion.

4. Project Understanding, Approach, Technical Proposal and Activity Schedule – Quals/Technical Proposal Envelope

In this section, the prospective Vendor should indicate its understanding of the project goals, of the environment in which the project is to be performed, and of the role of the Vendor in the project in relation to other parties. The prospective Vendor should also include in this section the manner in which it proposes approaching the project and the provision of the required services. Finally, the Vendor shall include a detailed Technical Proposal and **Activity Schedule**, which includes, but is not limited to, each phase of the project. This Technical Proposal and Activity Schedule should include detailed descriptions of each portion of the work to be completed, the time table for accomplishing elements of each of the required tasks, including task completion dates, project milestones, daily and ongoing operating procedures, and other information which the Vendor regards as necessary or appropriate.

5. Resumes – Quals/Technical Proposal Envelope

This section of the prospective Vendor(s) proposal should contain the resumes of all key members of the proposed Vendor's project team, including sub-Vendor(s). A resume should be included for each person listed in the "Capacity" section of the proposal.

6. References – Quals/Technical Proposal Envelope

The prospective Vendor should include a minimum of three references for which the proposed key personnel have provided services similar to those required on the project. For each reference, the following information shall be provided:

- A. Vendor's name and mailing address;
- B. Contact person's name, title, telephone number and email address;
- C. Dates on which the services were performed;
- D. Description of the services provided; and
- E. Proposed key personnel who were involved in the provision of services.

PRICING PROPOSAL ENVELOPE

1. Pricing Document - Pricing Proposal Envelope

A "Pricing Document" shall be submitted by the prospective Vendor and included in the prospective Vendor's proposal in the "Pricing Proposal Envelope."

The prospective Vendor shall include the following in its Pricing Document (see Section X and Form 9, Vendor's Pricing Proposal Forms):

- A. Financial arrangements for covering operating costs for Vendor services (ie processing fees expressed in \$/ton) that includes all necessary expenses including any proposed use of the existing facilities and equipment at 1011 Matzinger Road if not in conflict with current agreements;
- B. Financial arrangements for sharing revenue with the District (& City) from the sale of Recyclable Materials [ie rebates to District (& City) for recycling material expressed in \$/ton or percentages of \$/ton];
- C. Specific business methods for determining the revenues and/or market values from the sale of Recyclable Materials and verification of those revenues and/or market values;
- D. Any annual escalation factors and/or other annual events that affect these financial arrangements as well as options for floor, trigger and/or ceiling pricing;
- E. Any other fees, expenses and/or revenue streams that the District should be prepared to accommodate in the business arrangements.
- F. Factors being considered to employ local residents at local site(s) to enhance the City income tax base, hence economic development.
- G. Completed Required Forms including Form 9, Vendor's Pricing Proposal Forms.
- H. Sign the document. Proposals with unsigned pricing documents shall not be

considered.

2. Delinquent Personal Property Tax Statement - Pricing Proposal Envelope

In accordance with Section 5719.042 of the Ohio Revised Code, prospective Vendor(s) and any sub-Vendor(s) shall certify that the company they represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof. Each vendor shall complete a Personal Property Tax Statement Form (as attached) and include it in the "Pricing Proposal Envelope."

3. Required Forms – Pricing Proposal Envelope

All forms listed below shall be completed (attached):

- Form 1 Non-Discrimination and Equal Employment Opportunity Affidavit
- Form 2 Non-Collusion Affidavit
- Form 3 No Findings for Recovery Affidavit
- Form 4 Compliance Affidavit for Businesses – Child Support
- Form 5 Best Bid Criteria Form
- Form 6 Lucas County Compliance Affidavit – Campaign Contributions
- Form 7 Lucas County Contract Transparency Disclosure – Contributions
- Form 8 Ohio Department of Public Safety – Homeland Security
- Form 9 Vendor's Pricing Proposal Forms

IX. GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all proposals submitted in response to this request for Proposal:

1. All proposals submitted shall be in effect for one hundred and twenty days (120) from the proposal submission date.
2. Neither the District nor its agents shall assume liability for any costs incurred by the prospective Vendor(s) in the preparation or evaluation of its proposal.
3. The District reserves the right to consider any and all elements entering into the questions of determining the responsibility of the prospective Vendor(s) and its capacity to provide the required services.
4. The District reserves the right to reject any and all of the submitted proposals.
5. All amounts shall be in exact dollars without reliance on estimates or contingencies.
6. Joint ventures are permissible. However, one Vendor must be clearly defined as the party having responsibility and the remaining Vendors as having secondary responsibility.
7. Corrections of errors in a proposal after the proposal submission due date shall not be permitted except for mathematical errors which are clearly evident to the District or its agents. Such corrections shall be accomplished within two business days of the proposal submission due date.
8. The District/Vendor expense/revenue payments will occur monthly.

9. Vendor shall extend an offer of recognition to the Union (AFSCME) as the exclusive collective bargaining representative of the Vendor's employees for the operation of the materials recovery facility.

X. ADDITIONAL INFORMATION AND DETAILS

The following details should be taken into consideration when preparing proposals

1. The District is the owner of the facility at 1011 Matzinger Road, Toledo, Ohio and ownership shall remain with the District.
2. The selected vendor may utilize a portion of the facility at 1011 Matzinger Road if not in conflict with current agreements, with all costs borne by the vendor (including, but not limited to utilities, labor, supplies, materials, and all equipment and facility repairs and replacements as needed during the term of the agreement). Vendors should become familiar with the existing equipment and consider its potential use during the contract period.
3. The office portion (front end of the building) of the site shall be reserved for District related functions.
4. If use of the Matzinger Road facility is proposed, Vendors shall account for four (4) District owned solid waste trucks being housed in a building each night or in an alternate enclosed covered location on the site, to be supplied by the vendor. Normal operations have three of the four trucks on the road collecting dual stream from drop off sites each day (Sun-Sat hours: 4am-2pm).
5. Vendors may consider another site in the City of Toledo for receiving materials (Toledo single stream and District commingled bottles and cans) short term, however, Vendors shall indicate plans to receive and process recyclables at 1011 Matzinger Road or other Toledo, Ohio location and market the same with revenue returned to the District and City. Should another location be proposed, the facility would be under ownership of the District upon completion of the contract.
6. The selected vendor will be responsible for all costs associated with the weighing, receiving, transferring, processing and marketing of materials. Toledo materials will be delivered during the week, Monday-Friday (and Saturday on City Holiday weeks) and District materials will be delivered seven days per week with hours of operations from 4am-2pm.
7. Materials from the City of Toledo and the District shall be accounted for separately and distinguished between single stream & dual stream (commingled fiber vs. commingled bottles and cans). Expenses and revenues for each shall also be identified with the intent of allocating expenses/revenues to each entity. Reporting will be provided monthly and include vendor entry of tonnage data on a District approved web based information system.
8. The intent of the contract is to provide an economic benefit to the District and City to offset collection costs and adhere to the Solid Waste Management Plan in a cost effective manner for the citizens of Lucas County.

*Lucas County Solid Waste Management District
Request for Proposal*

9. The selected vendor will receive payments from mills and markets for sale of recyclable materials and be responsible for all costs to operate and transfer/process materials delivered to site from Toledo and the District.
10. Vendors shall note how fees (& revenues) are determined and the basis and clarify if it comes from revenue from recyclables and if not, from what source.
11. Vendors shall indicate how revenue/expenses are verified and how the City and District will be ensured that they are maximizing its revenue. Include detailed information on what is viewed as risks for the Vendor and City/District as the Vendor is expected to secure all necessary financing for any improvements to accommodate these services. Indicate proposed floor, trigger, ceiling and/or formula pricing with examples based on projected volumes and relationship to specific stock pricing through OBM-Chicago yellow sheet or other acceptable method.
12. Vendors shall present a business plan that quantifies all operating costs and revenue split between the Vendor and the City/District. The premise is that the District and City of Toledo would participate in providing materials to the site; however, the revenues/expenses will be identified separately.
13. Vendors shall provide a clear description of their vision for the short term (6-9 months) and long term (up to 10 years) to include time to start up and receive as well as ability to ramp up with increased recyclable materials collections. Provide a schedule with sufficient detail to the best of your knowledge for handling Toledo single stream, District commingled bottles and cans as well as host recyclables and any impact on the District drop off commingled fiber as currently processed under an existing agreement.
14. This request for proposals is related to the recyclable materials collected by the District and City of Toledo. Should there be a desire to use a portion of 1011 Matzinger Road or other location in Toledo, Ohio for hosting recyclable collections beyond District and City materials, please indicate vision, volume and materials desired and considerations to the District for use of site. Should a second site in the City of Toledo be used for these purposes, all costs will be borne by the selected vendor and the volume will not be detrimental to the collection of materials in this contract.
15. Vendor shall estimate projected tonnage of merchant recyclables brought to facility as host tons by year.
16. Vendor shall note how the District and City will receive reports on recyclables by listing of commodity and marketing channels and note current value of the commodity you are receiving from the market.
17. Vendor shall detail back up plans for receiving recyclables should the facility not be able to process during an interruption.
18. A performance bond or letter of credit will be needed to protect the public agencies against contractor failure to perform. The value of the performance bond or letter of credit will need to cover the public agency's additional costs should your operations terminate, transition costs to find a new vendor, and the loss of revenue share on

*Lucas County Solid Waste Management District
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recycling market value. Propose a suggested value for the performance bond or letter of credit should you be awarded the contract – and which method you prefer (bond or letter of credit).

19. Proposal shall detail scale operation that provides the ability for the driver of the County and City trucks being weighed to remotely read the scale weight while sitting in the vehicle and that a scale ticket will be provided.
20. Proposal shall describe the handling and end-location of the residue from processing the recyclables.
21. Vendor shall confirm that you will be taking all the recyclable materials identified in the RFP. Indicate any additional materials that you believe you may be able to add either now or during the course of this contract.

Delinquent Personal Property Tax Statement - Pricing Proposal Envelope

.....FORM ATTACHED.....

Lucas County Solid Waste Management District
Request for Proposal

DELINQUENT PERSONAL PROPERTY TAX STATEMENT

(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)
affirm that at the time that I submitted the bid for _____
(BID TITLE)
to the Board of Lucas County Commissioners on _____ that
(DATE)
_____ was / was not charged with delinquent
(NAME OF COMPANY) (CIRCLE ONE)
Personal Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due Lucas County is
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of, _____ 20__.

(SEAL)

(NOTARY)

My Commission Expires:

(Date)

Required Forms – Pricing Proposal

.....FORMS ATTACHED.....

- Form 1 Non-Discrimination and Equal Employment Opportunity Affidavit
- Form 2 Non-Collusion Affidavit
- Form 3 No Findings for Recovery Affidavit
- Form 4 Compliance Affidavit for Businesses – Child Support
- Form 5 Best Bid Criteria Form
- Form 6 Lucas County Compliance Affidavit – Campaign Contributions
- Form 7 Lucas County Contract Transparency Disclosure – Contributions
- Form 8 Ohio Department of Public Safety – Homeland Security
- Form 9 Vendor's Pricing Proposal Forms

Lucas County Solid Waste Management District
Request for Proposal

Form 1

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

_____ being first duly sworn, deposes and says that
(Name)

he/she is _____ of _____ the party
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

(Signature)

(Affiant)

(Company/Corporations)

(Address)

(City/State/Zip Code)

Sworn to and subscribed before me this _____ day of _____, 20__-__.

(Seal)

(Notary)

My Commission Expires:

(Date)

Lucas County Solid Waste Management District
Request for Proposal

Form 2
NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

_____ being first duly SWORN, deposes and says that he is the _____ or authorized representative of _____ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

(Affiant Signature)

(Affiant Title)

SWORN to before me and subscribed in my presence
this _____ day of _____, 20____.

(Date) (Month) (Year)

(Notary Public)

(SEAL)

My Commission Expires

(Date)

Lucas County Solid Waste Management District
Request for Proposal

Form 3

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)
finding for recovery from the State Auditor per Ohio Revised Code
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor, complete the following section)

The amount of unresolved finding for recovery due the State Auditor is
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of, _____ 20____.

(SEAL)

(NOTARY)

My Commission Expires:

Lucas County Solid Waste Management District
Request for Proposal

Form 5
BEST BID CRITERIA FORM

This form must be completed in its entirety, and submitted with the Bid and all other documents required at the time of the Bid or response to request for proposal.

Name of Project (as identified in the "Request for Proposals"):

Submitted by:

(Name of Vendor)

(Address)

1. Please explain the experience Bidder has on projects of the nature for which Bids were solicited.

2. Please detail the continuity of the Bidder's workforce.

3. For construction projects, please describe the Bidder's participation in trade-relevant Department of Labor or State of Ohio approved apprenticeship programs, if such apprenticeship programs are available to the Bidder.

4. Please describe the Bidder's familiarity with this specific project.

Has the Bidder reviewed the specifications (and if applicable, the drawings) for the project? Yes No

Has the Bidder visited the actual site of the project? Yes No

Has the Bidder reviewed all other applicable Contract Documents? Yes No

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5. Does the Bidder provide any of the following for its employees?

OSHA-Compliant Safety Plan Yes No

EPA-Compliant Plans (if applicable) Yes No
(For asbestos & lead abatement)

5a. Has the Bidder been cited for any OSHA violations in the preceding six (6) months?

(If yes, please describe - add pages as needed) Yes No

Type of Violation (de minimis, other than serious, serious, or willful)	Nature of Violation

6. How many years has the Bidder been in the construction, professional or personal service business or the number of years in the commodities supply business? _____

7. For all construction projects completed by the Bidder in the preceding twenty-four (24) months, please complete the information in the table below (add additional pages if needed):

Project Identification	Original Contract Price	Actual Final Cost

7a. For all projects listed in #7, did the Bidder

Comply with all completion deadlines? Yes No

Provide timely response to "punch list" items and perform site clean-up in a timely manner? Yes No

Form 6



**LUCAS COUNTY AFFIDAVIT IN COMPLIANCE
WITH O.R.C. SECTION 3517.13**

Recent changes in Ohio law require Counties to obtain an additional affidavit from certain vendors regarding campaign contributions. With this affidavit you are simply affirming that you or your organization have not made campaign contributions to the Board of County Commissioners in an amount that exceeds the statutory maximum for organizations or individuals contracting with the County.

Please read the affidavit starting on page 2 for more specific details.

Additionally in order to ensure compliance with the law you must provide information regarding your business organization.

Is your organization a:

- Publicly-traded for-profit corporation
- Privately-held for-profit corporation
- Not-for-profit corporation
- Partnership
- Sole proprietorship

Please list any members of your organization with a 20% or greater ownership interest:

Please list any political action committees associated with your organization:

Lucas County Solid Waste Management District
Request for Proposal

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1)¹:
 - a. the individual;
 - b. each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - i. any combination of persons identified in (a) through (f) of this section.

¹ O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs ai above, *has made, as an individual*, within the previous twenty-four (24) months, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

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2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1) (b)²:
 - a. the individual;
 - b. each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
 - i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

3. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)³:
 - a. an owner of more than twenty per cent of the corporation or business trust;
 - b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
 - c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
 - d. any combination of persons identified in (a) through (c) of this section.

4. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(2)⁴:

² O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity listed herein in paragraph 2, subparagraphs a-i above, has made within the previous twenty-four (24) months, one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

³ O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d has made, as an individual, within the previous twenty-four (24) months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

⁴ O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision

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- a. an owner of more than twenty per cent of the corporation or business trust;
- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- d. any political action committee affiliated with the corporation or business trust.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____
day of _____, 20 _____.

NOTARY PUBLIC: _____

My Commission Expires: _____

shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any combination of the following has made*, within the previous twenty-four (24) months, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

Lucas County Solid Waste Management District
Request for Proposal

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person
this

_____ day of _____, 20 _____.

NOTARY PUBLIC: _____

My Commission Expires: _____

Lucas County Solid Waste Management District
Request for Proposal

Form 8



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

HLS 0038 2/06

*Lucas County Solid Waste Management District
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GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? <input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____
Signature

Date

**OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security**

Terrorist Exclusion List

As of July 20, 2006

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

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**OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security**

U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmat Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

**OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security**

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

**U.S. Treasury Department's Designated Charities and Potential Fundraising
Front Organizations for FTOs**

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

*Lucas County Solid Waste Management District
Request for Proposal*

**OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security**

11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
American Friends of the United Yeshiva (Kahane Chai and Kach)
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

**Form 9 Vendor's Pricing Proposal Forms
For
THE LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT
AND THE CITY OF TOLEDO**

For recycling processing services as described in this RFP:

- The District and City are seeking a revenue sharing arrangement that benefits the District and City as well as the Processor with no cost to the District and City during the term of the contract.
- The District and City require that the revenue sharing be for all delivered District and City recyclables
- All tip fees and revenue sharing must be for delivery to either the Matzinger Road (or other location in Toledo) Facility MRF (Material Recovery Facility) or RTF (Recyclables Transfer Facility) tipping floor.
- All costs must be included in the price proposal and must be offered as firm pricing and pricing/revenue share formulas suitable for conversion to contractual obligations of both parties. Other costs (e.g. management fees, estimates of costs, unspecified indirect costs, ranges of costs, etc.) are discouraged and may be grounds for disqualification of a proposal.

The Price Proposal Forms consist of Two Sets of Alternate Pricing as included in the Price Form. Vendors must submit pricing for each Option or risk disqualification:

Option 1: Price Proposal for District Bottle and Can Tons Only

Option 2: Price Proposal for City Single Stream Tons Only

The District and City are prepared to contract separately under Options 1 and 2 if needed in order to provide the most favorable economics for their recycling programs.

The Price Proposal for each option consists of three parts:

- A: An optional tip fee that would be charged per ton prior to the application of any revenue sharing formula or other market value based pricing.
- B: The method of establishing the value of the recyclables for revenue sharing.
- C: The Revenue Sharing Formula including the "trigger price" (the first xxx dollars that the vendor would keep prior to revenue share) and the revenue share percentage for the market value above the trigger price.

**PART A) PROCESSING TIP FEE AND ANNUAL ESCALATION RATE FOR EACH OPTION-
-ASSUMED TO BE \$0.00 IF NOT FILLED OUT**

PRICING PART A: PROCESSING TIP FEE CHARGED FOR EACH INCOMING TON. - ASSUMED TO BE \$0.00 IF NOT FILLED OUT			
For Processing Only	PROCESSING TIP FEE FOR EACH OPTION		ANNUAL ESCALATION
	OPTION 1 DISTRICT B&C TONS	OPTION 2 CITY SINGLE STREAM TONS	PER YEAR
A: Tip Fee/Ton (if applicable)	\$ _____ Ton	\$ _____ Ton	_____ % PER YEAR

**PART B) PROCESSING REVENUE SHARING FOR EACH TYPE OF MATERIAL:
IDENTIFY A METHOD FOR DETERMINING VALUE OF RECYCLABLES – REQUIRED**

PRICING PART B: IDENTIFY A METHOD FOR DETERMINING VALUE OF RECYCLABLES – CHOOSE ONE OF THOSE PROVIDED BY CHECKING BOX	
<input type="checkbox"/> Approach B.1 Average Commodity Revenue (ACR)	Revenue Sharing for all District and City Recyclables will be based on the commodity revenues received by the MRF for all recyclables delivered by the City, weighted by the percentage of each particular commodity in the average City ton of recyclables including a weighting for _____% residue (Offeror must fill in) that must be landfilled.
<input type="checkbox"/> Approach B.2 Market Index for #8 ONP	Revenue Sharing for all District and City Recyclables will be based on the #8 ONP High Side First Edition of the Month Pricing of the Official Board Markets plus \$_____ (Offeror must fill in)
<input type="checkbox"/> Approach B.3 Fixed Market Value	Revenue Sharing for all District and City Recyclables will be based on a fixed market value for all District and City Recyclables of \$_____ (Offeror must fill in) for the life of the Contract – with no deductions for residue.
<input type="checkbox"/> Approach B.4 Other	Please Specify Method:

Please Specify and Show Example on Next Sheet

**PART C) PROCESSING REVENUE SHARE FORMULA -
REVENUE SHARING TO THE DISTRICT AND CITY BASED ON TWO PARTS:**

C-1: Contractor keeps first \$XXX per ton of market revenue (based on chosen method from part B above) before revenue sharing percentage for District and City is applied – often referred to as the trigger price (the market revenue price per ton that “triggers” revenue sharing to District and City)

C-2: Revenue share percentage to the District and City above the trigger price from C-1.

PRICING PART C: PROCESSING REVENUE SHARE FORMULA FOR EACH TIER

ATTACHMENT A

RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement (“Agreement”) is made and entered into this 5th day of July, 2010 (“Effective Date”) by and between the City of Toledo (“Generator”) and Resource Recovery Systems, LLC, d.b.a. ReCommunity (“Processor”).

In consideration of the mutual covenants and undertakings of the parties hereto stated, the sufficiency of which is hereby acknowledged, Generator and Processor agree as follows:

1. DEFINITIONS

- a. “Average Commodity Revenue” (ACR), means, as applicable to the Facility, the prior month Net Revenue for each Recyclable commodity (including residue tons at current market rates for this calculation) divided by the total tons of Recyclables shipped (including residue and unaccounted for tons) over the same month.
- b. “Facility”, means the enterprise or operation owned by the Processor and located at 199 Edwin Dr., Toledo, Ohio 43609.
- c. “Floor price”, means the maximum amount the Generator will pay per ton for the recyclable materials taken to Processor (i.e., \$13 per ton).
- d. “Hours of Operation”, means the days of operation at the Facility and shall be as follows:

Monday through Friday 7AM to 4PM EXCEPT on the following:

Holiday Closings (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day)

NOTE: Additional deliveries may be arranged as required and by mutual agreement between parties, at no additional cost to the Generator.

- e. “Net Revenue” means gross revenue earned by Processor, relative to the Recyclables delivered by Generator, minus any direct costs (i.e., \$89 dollar threshold w/floorprice of \$13 per ton) of Processor.
- f. “Revenue Share”, means the percentage of value paid to the Generator when the ACR is greater than the Threshold; i.e., “Rebate”.
- g. “Rebate” is the “Revenue Share”.
- h. “Recyclables” means the single stream residential mix received from the Generator to the Processor.

- i. "Single Stream Residential Mix" means recyclable fibers and containers collected in a single receptacle cart or vehicle by the Generator and includes Cardboard, Office Paper (white and colored), Magazines, Newspapers, Junk Mail, Envelopes (manila and regular), File Folders, Computer Paper, paper bags, shredded paper in closed paper bags, Post It Notes, Card Stock, soft cover books, Aluminum Cans, Tin Cans, Glass Bottles and Jars, Plastic Bottles (water and soda/pop) P.E.T.#1 and Plastic Bottles (milk and detergent) HDPE #2, cartons (aseptic cartons for milk, juice, broth, etc) mixed plastic bottles and containers #4 - #7, and old corrugated containers.

NOTE: "Single Stream Residential Mix" does not include the following: Styrofoam, #1 or #3 plastic, plastic bagging material, plastic with no #, mirrors, window or auto glass, light bulbs, ceramics, oil or antifreeze containers, coat hangers, paint cans, textiles, hoses, ropes, wood, yard waste, food waste, tarps, tents.

- j. "Threshold" means the base cost per ton to process the Recyclables.
- k. "Tip Fee", means a charge per ton to the Generator for the Recyclables delivered to the Processor, subtracted from the Revenue Share. The Tip Fee can change based on annual Consumer Price Index increase or when the ACR results in a negative Revenue Share.

2. PRICE

- a. "Single Stream Pricing Formula" described below, shall be applicable as follows: A Threshold of \$89 per ton shall apply for the Revenue Share computation. Specifically, when the ACR is greater than the Threshold amount, Processor shall pay Generator a Revenue Share or Rebate equal to fifty (50%) percent of the amount that the ACR exceeds the Threshold (\$89 per ton). When the ACR is less than the Threshold amount, Generator pays Processor the difference between the Threshold and the ACR; EXCEPT a "floor price" of thirteen (\$13) dollars per ton will be utilized if the market adjusts downward.
- b. The Threshold amount will be adjusted annually based on the change over the previous twelve (12) month period in the Consumer Price Index-All Urban Consumers, as reported by the Department of Labor.

NOTE: A Fuel Surcharge will be added or subtracted to the Threshold quarterly based on changes in the fuel index from the Department of Energy website Midwest PADD 2 for the "#2 Diesel Fuel-Sales to End Users, Average" for Michigan applied to a base of twenty two (\$22) dollars per ton.

All invoices shall be due and payable on a net thirty (30) days from date received.

3. TERM OR DURATION OF AGREEMENT

- a. Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and expires in three (3) years. The Agreement may be extended for additional, consecutive, one year (1) periods , under the same terms and conditions, upon the written consent of both parties. Generator, however, retains the right to terminate this Agreement, at any time and for any reason, by providing Processor with a ninety (90) day written notice. Any and all outstanding balance(s) owed to Processor by Generator shall be paid within thirty (30) days of the termination date.

4. GENERATOR RESPONSIBILITIES

- a. Generator shall deliver or cause to be delivered to the Facility only Single Stream Residential Mix collected by Generator.
- b. Generator shall deliver or cause to be delivered to the Facility only Single Stream Residential Mix as described in this Agreement.
- c. Generator will deliver or cause to be delivered Single Stream Residential Mix to the Facility during the Facility's Hours of Operation specified in this Agreement and pursuant to the standards described in the following Hauler's Rules :

Driver to approach Scale House slowly.

Driver shall report to Scale House operator .

Weigh Inbound.

Weigh outbound and pick up scale ticket.

Wait for operator's ok to enter the Tip Floor for dumping.

Safety Gear shall be worn whenever driver exits cab (e.g., safety vest, protective eye wear)

Driver shall maintain safe speeds while traveling within the yard.

Driver shall not allow litter to be discharged from the body or the cab.

Driver shall not loiter in the yard.

- d. Generator shall bear the cost(s) (inclusive of transportation, re-loading, clean-up, or alternate disposal) resulting from its delivery to the Facility of any Unacceptable Load (i.e., non Single Stream Residential Mix).

5. PROCESSOR RESPONSIBILITIES

- a. Processor shall inspect all inbound loads delivered by the Generator.

- b. Processor shall receive and acquire title to the recyclables upon its acceptance of the delivery to the Facility by the Generator.
- c. Processor shall receive, process and market all Single Stream Residential Mix delivered to the Facility by the Generator.
- d. Processor shall provide Generator with a monthly report documenting the date, time, truck number, and net weight of each daily load delivered by Generator to Processor's Facility, a report of the total tons received for each month and a monthly billing summary statement.
- e. Processor shall reject and not accept title to any delivery by the Generator which contains or appears to contain non-Single Stream Residential Mix recyclables or hazardous, toxic, radioactive or similar waste or material.

6. OWNERSHIP AND TITLE TRANSFER OF RECYCLABLES

- a. Generator shall retain ownership of the Single Stream Residential Mix delivered to Processor until it is accepted by the Processor.
- b. Processor shall acquire ownership of the Single Stream Residential Mix upon its acceptance of the delivery from the Generator.

7. INDEMNIFICATION

Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. "Force Majeure" means and includes (1) an act of God or an act of war, (2) a strike or other labor disruption, or (3) an order or judgment issued by any Court which enjoins or prevents any party's compliance with its obligations under this Agreement.

8. INSURANCE

At all times during the term of this Agreement, each party shall maintain insurance (e.g., workers' compensation and commercial general liability) in coverage and amounts satisfactory to each party for the respective roles and responsibilities applicable to each under this Agreement.

9. NOTICES

All notices to be provided pursuant to this Agreement shall be in writing and delivered personally, or mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt to the following:

Processor	Resource Recovery Systems, LLC 809 West Hill St. Charlotte, NC 28208 Attn: Sean Duffy, President
Copy to	ReCommunity 809 West Hill St. Charlotte, NC 28208 Attn: General Counsel
Generator	City of Toledo 110 N. Westwood Avenue Toledo, Ohio 43607 Attn: Director of Public Service
Copy to	One Government Center Suite 2250 Toledo, Ohio 43604 Attn: Law Director

10. GOVERNING LAW

This Agreement and any issue arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Ohio.

11. VENUE

All actions and proceedings arising in connection with this Agreement shall be filed and litigated in the state and federal courts having jurisdiction over the physical location of the Facility.

12. JOINT VENTURE – THIRD PARTY BENEFICIARY

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties. Likewise, nothing in this Agreement,

express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

13. ASSIGNMENT

Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party without the consent of the other party, such consent not to be unreasonably withheld.

14. AMENDMENT

This Agreement shall not be amended, modified or supplemented EXCEPT in writing and signed by each party.

15. ENTIRE AGREEMENT

It is understood and agreed that all discussions, understandings, and concurrences heretofore had between the parties are merged and contained in this Agreement, and this Agreement is the full and complete documentation of the parties consensus with respect to the subject matter specified herein.

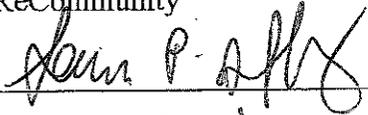
IN WITNESS HEREOF, the parties to this Agreement have signed and executed this Agreement as of the Effective Date specified in the Agreement.

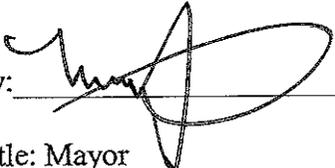
PROCESSOR:

GENERATOR

RESOURCE RECOVERY SYSTEMS, LLC
Dba ReCommunity

CITY OF TOLEDO

By: 

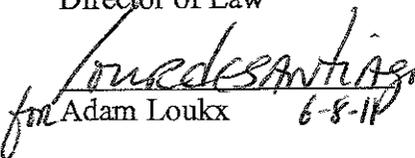
By: 

Title: President

Title: Mayor

Approved as to Form:
Director of Law

Approved as to Content:
Director of Public Service


for Adam Loukx 6-8-11

Edward A. Moore
Edward Moore

ATTACHMENT B

LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT DATA

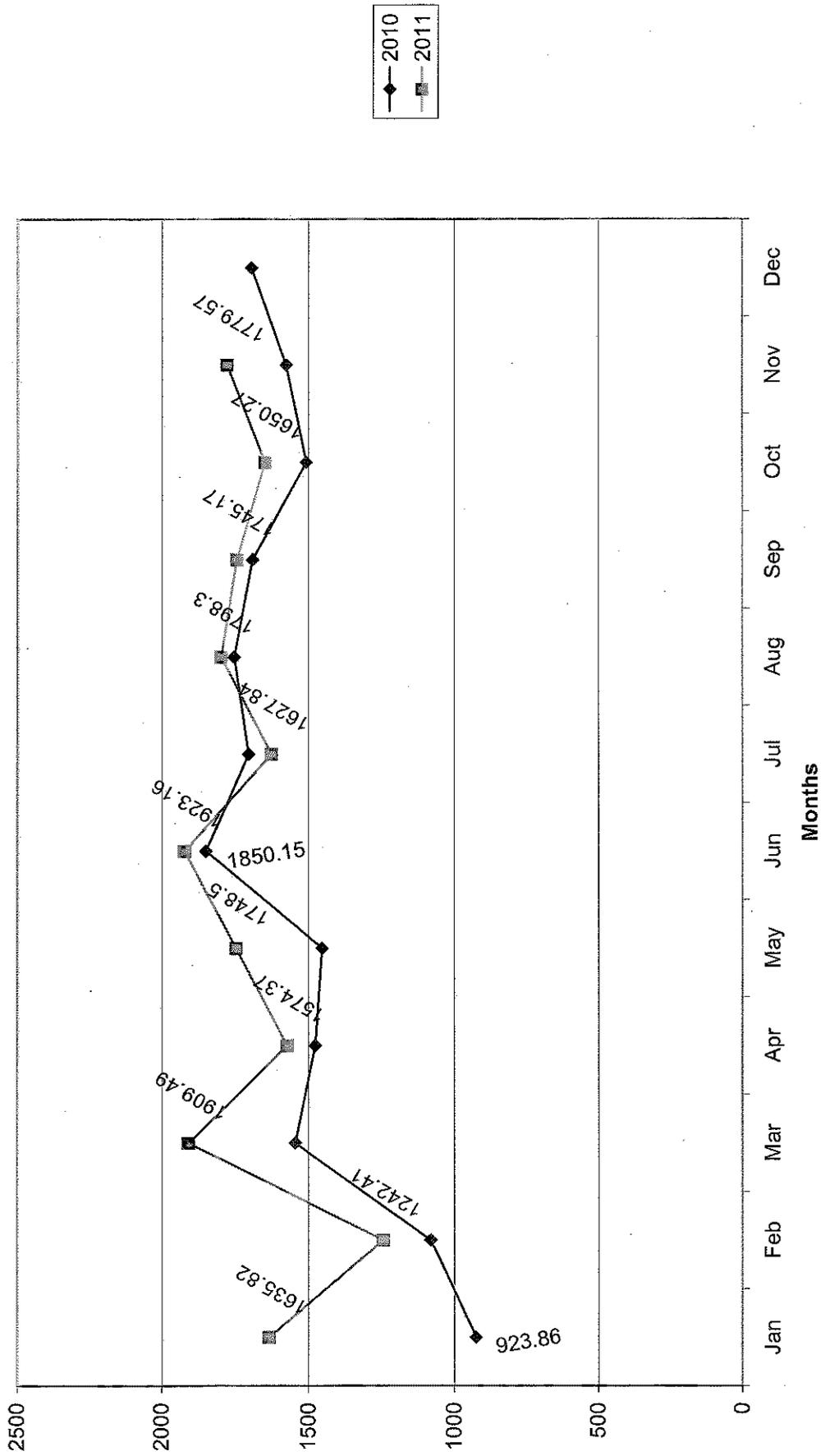
	2008 Fiber Co-Mingled Pounds	2009 Fiber Co-Mingled Pounds	2010 Fiber Co-Mingled Pounds	2011 Fiber Co-Mingled Pounds
January	1,423,920	1,401,300	1,333,900	1,205,520
February	1,321,242	1,380,100	998,294	979,540
March	1,528,040	1,513,920	1,291,020	1,292,480
April	1,615,460	1,377,060	1,274,300	1,180,400
May	1,647,980	1,510,620	1,302,300	1,365,880
June	1,531,149	1,517,220	1,275,860	1,260,480
July	1,398,458	1,496,220	1,162,880	1,119,420
August	1,428,540	1,528,700	1,239,200	1,233,842
September	1,474,534	1,470,820	1,158,900	1,175,300
October	1,419,700	1,643,190	1,176,860	1,206,660
November	1,543,620	1,617,440	1,276,840	1,282,060
December	1,748,730	1,779,700	1,323,900	1,520,100
Totals	18,081,373	18,236,290	14,814,254	14,821,682
Tons	9,040.69	9,118.15	7,407.13	7,410.84

	2008 B&C Co-Mingled Pounds	2009 B&C Co-Mingled Pounds	2010 B&C Co-Mingled Pounds	2011 B&C Co-Mingled Pounds
January	412,800	450,660	465,070	433,900
February	371,822	442,200	340,040	349,060
March	415,800	488,900	424,160	425,200
April	439,020	493,280	432,460	416,740
May	484,420	521,720	493,760	492,020
June	464,320	546,960	499,200	510,840
July	508,785	562,940	510,380	486,380
August	446,780	520,020	465,860	486,600
September	385,030	500,820	425,580	448,940
October	408,680	511,420	408,120	434,180
November	465,920	484,240	428,980	440,840
December	512,310	562,220	453,700	506,440
Totals	5,315,687	6,085,380	5,347,310	5,431,140
Tons	2,657.84	3,042.69	2,673.66	2,715.57

	2008	2009	2010	2011
TOTAL TONS	11,698.53	12,160.84	10,080.78	10,126.41

ATTACHMENT C

Single Stream - Toledo Tonnage



**AGREEMENT FOR MATERIAL RECYCLING PROCESSING
AND MARKETING SERVICES FOR
THE LUCAS COUNTY SOLID WASTE MANAGEMENT DISTRICT**

This Agreement ("Agreement") entered into this 18th day of January, 2010 ("Effective Date") by and between the Parties ("Parties" collectively, or "Party" individually) Lucas County Board of Commissioners, Toledo, Ohio, acting as Board of Directors for the Lucas County Solid Waste Management District ("SMWD"), and having a principal place of business at 1011 Matzinger Road, Toledo, OH 43612 and Fondessy Enterprises, Inc. (the "Supplier"), with offices located at 2650 York Street, Toledo, OH 43605.

Whereas, the SWMD is established by Lucas County pursuant to Chapter 343 of the Ohio Revised Code to effectuate the purposes of preparing, adopting, submitting and implementing a Solid Waste Management Plan (the "Plan"), pursuant to Sections 3734.53 et seq. of the Ohio Revised Code, for Lucas County and providing for the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of Lucas County; and

Whereas, the SWMD is committed to establishing recycling programs, as identified in the Plan, to reduce the amount of solid waste being generated and landfilled, and the SWMD has recycling programs that generate glass, metal, plastics, paper and cardboard; for which the SWMD desires to secure processing capacity for Recyclables (hereinafter defined) generated within Lucas County as is consistent with the Plan; and

Whereas, the SWMD provides recycling drop-offs for residents of the district to recycle materials in two separate streams, Commingled Container Recyclables and Commingled Fiber Recyclables (hereinafter defined); and

Whereas, in order to secure processing capacity the SWMD has solicited and received proposals from private service providers for transfer and processing of Recyclables generated within Lucas County; and

Whereas, the Supplier has submitted a technical proposal and pricing proposal and the SWMD, after review of the proposals, has determined that it is in the best interest of Lucas County and its residents to select the Supplier as the provider of material recycling processing and recycling services; and

Whereas, the Supplier has agreed, in accordance with its proposal, to operate a material recovery Facility (hereinafter defined in Exhibit A, section 2.0) owned by the SWMD and located at 1011 Matzinger Road, Toledo, Ohio for the processing, marketing and selling of the resulting commodities; and

Whereas, this Agreement embodies the duties and responsibilities of each Party regarding the processing, marketing and revenue sharing of the District's Recyclables by Supplier; and

Whereas, the SWMD and Supplier can each benefit from their respective duties and responsibilities compliance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the parties agree as follows:

The following terms and conditions shall be observed.

- 1.0 Description of Services. Supplier hereby agrees to provide **Material Recycling Processing and Marketing Services**, "Services" defined in Exhibit A on Recyclables specified by the Material Acceptance Protocol ("MAP"), defined in section 2.0 under Exhibit A. The SWMD shall use reasonable efforts to direct all applicable requests for such Services to Supplier under this Agreement.
- 2.0 Term. The term of this Agreement ("Term") will begin on **January 18, 2010** and end on **December 31, 2014**. This Agreement may be extended beyond the expiration of the Term by a signed writing between the Parties.
- 3.0 Performance Standard. Supplier agrees to perform the Services described in this Agreement with the standard of care and skill of an expert regularly rendering services of the type required by this Agreement, and in conformance with all applicable federal, state, local and District laws, regulations, ordinances and licensures.
- 4.0 Warranties and Representations of Supplier. Supplier acknowledges that the SWMD is relying on the following representations and warranties as essential elements to this Agreement, representing as they do, material inducements, without which the SWMD would not have entered into this Agreement.
 - 4.1 Qualifications. Supplier warrants that it, as well as its employees, agents and subcontractors engaged to provide the Services under this Agreement (collectively "Supplier Personnel"), has and will maintain all the skills, experience, and qualifications necessary to provide the Services contemplated by this Agreement, through any required training, registration, certification or licensure.

The required qualifications, by way of example only and without limitation, shall expressly include (a) all qualifications identified in Supplier's response to the SWMD's RFP 09-053P dated September 16, 2009.
 - 4.2 Conflict of Interest. The Supplier warrants to the best of Suppliers knowledge that on the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Agreement. If, during the term of the Agreement, a conflict or risk of conflict of interest arises, the Supplier undertakes to notify the SWMD immediately in writing of that conflict or risk and take any steps that the SWMD reasonably requires to resolve the conflict or deal with the risk.
 - 4.3 Nondiscrimination. Supplier warrants that Supplier is an equal opportunity employer and that, during the performance of this Agreement, it will comply with Federal Executive Order 11246, as amended, The Rehabilitation Act of 1973, as amended, and the respective regulations there under.

- 4.4 Good Standing. Supplier warrants that Supplier is a legally organized entity in good standing under the laws of the State of Ohio.
- 4.5 Non-Infringement. Supplier warrants that in carrying out the obligations under this Agreement Supplier shall not infringe upon the copyright, patent or other intellectual property rights of third parties.
- 4.6 Performance Guarantees and Letter of Credit. Supplier makes the following performance guarantees to the SWMD and assumes liability for all associated performance damages as set forth below.
- 4.6.1 Upon the Effective Date, the Supplier shall furnish the SWMD with a Letter of Credit or a Performance Bond in the amount of \$75,000 (seventy-five thousand dollars), in the form attached hereto as Exhibit C, written by a responsible surety reasonably satisfactory to the SWMD and conditioned upon the satisfactory performance by the Supplier of all of its obligations hereunder.
- 4.6.2 In the event that Supplier delays Services to the District beyond the beginning of the Term for reasons other than those covered under section 11.12 (Force Majeure), the Supplier shall be liable to the SWMD for any incremental costs incurred by the District in arranging for alternative means of transportation and processing of recyclable materials.
- 4.6.3 The Supplier guarantees receipt of all deliveries of materials during receiving hours. The Supplier shall be liable to reimburse the District for incremental costs incurred in making alternative arrangements for equipment and transfer to process such material should the Supplier fail to receive all deliveries of materials during receiving hours.
- 5.0 Financial Arrangement. The detailed financial arrangement is in Exhibit B. Additional financial terms are listed below.
- 5.1 Taxes. The fees, expenses and costs payable under this Agreement include all applicable taxes on the Effective Date and shall not be changed as the result of the Supplier's failure to include any applicable tax, or as a result of any change in the Supplier's tax liabilities excepting when there exists a Change in Law.
- 5.2 Payment Terms. Payment will be made within thirty (30) days after the SWMD's receipt of an invoice (or revenue share summary) from Supplier as provided for in Exhibit B.
- 5.3 Deductions: The SWMD and Supplier agree, in addition to any other remedies available to the SWMD, the SWMD may deduct payment from the next bill owed to the Supplier in the amounts specified below for failure of the Supplier to fulfill its following specific obligations as reasonably determined by the SWMD:

- 5.3.1 Failure to accept a load of Recyclable Materials as specified in Exhibit A – incremental costs incurred by the District per incident.
- 5.3.2 Failure to provide monthly reports as specified within Exhibit A - \$100 per incident.

These amounts are liquidated damages for losses suffered by the SWMD, and not a penalty.

6.0 Termination.

6.1 Termination for Breach. Either Party may terminate this Agreement at any time upon 10 Business Days advance written notice if:

- 6.1.1 the other Party is in material default in the performance of any of its obligations under this Agreement or otherwise commits any material breach of this Agreement, and.
 - 6.1.1.1 where a remedy is possible within 30 days, fails to remedy the breach within 30 days of being required by the Party giving the notice to do so; or
 - 6.1.1.2 where a remedy is not reasonably possible within 30 days, fails to propose a plan within 15 days which is reasonably capable of providing a remedy to the notifying party's reasonable satisfaction and fails to diligently and continuously execute the plan to remedy the breach to the notifying party's reasonable satisfaction;
- 6.1.2 the other Party has committed a material breach on three separate occurrences during any prior twelve (12) month period during this Agreement regardless of whether or not such material breach was remedied.

6.2 Effect of Termination.

- 6.2.1 Upon notice of termination for any reason as set forth herein, Supplier shall cease all activity and will deliver to the SWMD a final invoice; the final invoice for all unpaid Services will be payable within thirty (30) days of receipt.
- 6.2.2 If either party should cause this Agreement to be terminated due to an un-remedied breach of the other party then the non-breaching party shall be entitled to all remedies available to it under the governing law of this Agreement. However, any money damages arising out of a breach of this Agreement, during the term of this Agreement, due to a Party, will be capped at the contemplated income under this Agreement as if no breach occurred.

6.3 Change in Law. If, subsequent to the execution of this Agreement, it is determined by either party's legal counsel that this Agreement or any of its provisions may violate or does violate any law, rule, or regulation, the parties agree to renegotiate the provision(s) so that it (they), as well as this entire

Agreement, complies with the law, rule or regulation. If the parties are unable to come to an agreement within thirty (30) calendar days, either party may, without further notice, immediately terminate this Agreement

7.0 Insurance. The Supplier shall secure and maintain the insurance policies, including those set forth below, as will protect itself, its subcontractors and unless otherwise specified, the Lucas County Board of Commissioners from all claims for bodily injuries, death or property damage which may arise under this Agreement; whether the acts were made by the Supplier or by any subcontractor or anyone employed by them directly or indirectly.

7.1 Workers' Compensation Insurance: The Supplier shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Ohio.

7.2 Commercial General Liability Insurance: The Supplier shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Suppliers Coverage; (d) Broad Form General Liability Extensions or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

7.3 Motor Vehicle Liability: The Supplier shall procure and maintain during the life of this Agreement, Motor Vehicle Liability Insurance, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

7.4 Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the Lucas County Board of Commissioners and its employees, elected officials and agents as "Additional Insured".

8.0

Where applicable, all such insurances shall include the Lucas County Board of Commissioners as additional named insured, and shall be carried with responsible companies reasonably acceptable to the SWMD. All such policies shall provide for at least thirty (30) days notice to the SWMD of cancellation. Upon execution of this Agreement, the Supplier shall furnish the SWMD with a certificate showing all such insurance to be in full force and effect. Similar certificates shall be furnished prior to the expiration of such insurance.

9.0 Audit. The Supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under this Agreement. In particular, records will be kept documenting any price, cost or budget computations required under the Agreement

and any amount and origin of materials delivered to Supplier facilities related to this Agreement. The Supplier agrees that the SWMD or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to transactions and/or performance of the terms and conditions of the Agreement. The Supplier shall make available to the SWMD or its agents all such records and documents for audit on the Supplier's premises during regular and reasonable working hours within ten (10) business days of a written request for availability. Supplier agrees to either (a) allow the SWMD to make and retain copies of those documents useful for documenting the audit activity and results or (b) sequester copies of those documents the SWMD identifies for later access by the SWMD. The Supplier further agrees to disclose within ninety (90) days of receipt any independent auditors' reports, which bear directly on the performance or administration of this Agreement.

The right to audit shall include periodic examinations of records throughout the term of the Agreement and for a period of three (3) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the Supplier for the purpose of fulfilling the Agreement. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, the SWMD may recoup the costs of the audit work from the Supplier.

10.0 Operational Matters.

- 10.1 Except as otherwise expressly provided in this Agreement, Supplier shall be responsible for payment of all operating expenses incurred while providing the Services which is more fully detailed in Exhibit A.
- 10.2 Supplier agrees to timely cooperate and assist with any applicable performance improvement and quality assurance activities of the SWMD as they may relate to the Services provided the SWMD reimburse Supplier for any additional costs Supplier incurs as a result of such applicable performance improvements and quality assurance activities.

11.0 Miscellaneous.

- 11.1 Independent Supplier Status of Parties. It is expressly understood that Supplier is an independent Supplier and not the agent, partner, or employee of the SWMD. Supplier and Supplier personnel are not employees of the SWMD and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Supplier shall not have any authority to enter into any contract or agreement to bind the SWMD and shall not represent to anyone that Supplier has such authority.
- 11.2 Assignment. Supplier may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the SWMD, which shall not be unreasonably withheld. Such consent, however, shall not be required for subcontracts, assignments, or transfers to an affiliate of Supplier. Notwithstanding any consent by the SWMD to any assignment, Supplier

shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirements, in writing, by the SWMD. The Supplier shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

11.3 Notices. Any notice to either party must be in writing, signed by the party giving it, and served to the addresses indicated below (or to such other addressee as may be later designated by written notice) by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after mailing.

11.4 Each party shall also designate an official contact for the purposes of day-to-day operation under this Agreement which shall include designation of official contacts for any subcontractors all of which shall be updated in writing as needed should any changes occur during the term of this Agreement.

11.4.1 Notices for the County:

Jim Shaw, Sanitary Engineer
For the Lucas County Solid Waste Management District
1111 S. McCord Rd.
Holland, OH 43528

11.4.2 Notices for the Supplier:

Troy Albright, President
Fondessy Enterprises, Inc.
2650 York St.
Toledo, OH 43605

11.5 Entire Agreement, Amendment. This Agreement and its Exhibits constitute the entire understanding between the parties hereto related to the matters herein contained. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by the parties hereto.

11.6 Severability. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless remain valid, binding and subsisting.

11.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assignees of either party.

11.8 Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Ohio. If any of the provisions of this Agreement is declared invalid, the remainder of the Agreement shall not be affected thereby,

and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

- 11.9 Headings. The headings and titles of the several sections, subsections, clauses and provisions of this Agreement are for convenience only and do not define, limit or construe the contents of this Agreement.
- 11.10 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
- 11.11 Execution. This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.
- 11.12 Disclaimer. Nothing in this Agreement, nor any act of any party to this Agreement shall be deemed or construed by them, or by any third person to create any relationship, principal and agent, limited or general partnership or joint venture, or of any association or relationship whatsoever involving any of the parties to this Agreement.
- 11.13 Force Majeure. Either party to the Agreement shall be excused from failure to perform any of its obligations hereunder if and to the extent such failure to perform is caused by, arises out of, or is attributable to war, riot, fire, explosion, acts of God, labor disputes, sabotage, accident, embargo, injunction, compliance with law or governmental order, inability to obtain fuel or raw materials preventing either party from performing any of its obligations hereunder ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.
- 11.14 Tax Exempt Status. Supplier acknowledges that the SWMD is a tax-exempt institution, granted such status by authorized taxing units of State of Ohio, and is exempt from Federal Excise Tax and applicable taxes of the State of Ohio.
- 11.15 Dispute Resolution. Supplier and the SWMD will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary, using the Fact-Finding Dispute Resolution Process defined below.

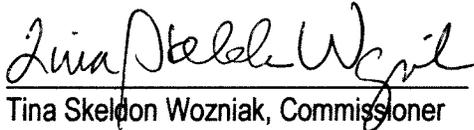
- 11.16 Fact-Finding Dispute Resolution Process. In the event that any of the Parties have reasonable grounds to believe that another Party has failed to fulfill any of its duties or obligations under the Agreement, or that its expectations of receiving due performance under this Agreement may be impaired, that Party may give written notice to the Party in question regarding its complaint. The other Party shall have 15 Days to respond. Either Party may then request the Parties' representative as show in the Notice provision above or their designee to attend a resolution meeting that will be scheduled within 21 Days from the date of request for the meeting. If both Parties agree, a mutually acceptable independent third party fact-finder can be retained to facilitate a decision as part of this process, the fees for which will be shared equally by both Parties. If the Parties cannot agree on a fact-finder, either Party may petition, by filing a complaint, the Common Pleas Court of Lucas County asking the Court to appoint a mediator. If the Parties cannot, through good faith discussions, resolve the dispute, each will be free to pursue all available legal or equitable remedies without prejudice.
- 11.17 Representations. The SWMD and the Supplier each represent to the other that, by their respective execution of this Agreement they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

This Agreement becomes binding when signed by all parties.

**THE BOARD OF COUNTY
COMMISSIONERS, LUCAS
COUNTY, OHIO, ON BEHALF
OF THE LUCAS COUNTY SOLID
WASTE MANAGEMENT DISTRICT**



Pete Gerken, President



Tina Skeldon Wozniak, Commissioner



Ben Korop, Commissioner

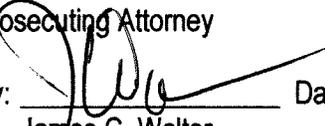
Fondessy Enterprises, Inc.

By: 

Troy Albright
President

APPROVAL AS TO FORM

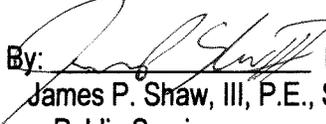
Julia R. Bates
Prosecuting Attorney

By: 

James C. Walter
Assistant Prosecuting Attorney

Date 1-15-10

APPROVAL AS TO CONTENT

By: 

James P. Shaw, III, P.E., Sanitary Engineer
Public Service

Date 1/8/2010

EXHIBIT A
SCOPE OF SERVICES
Recycling Processing and Marketing Services

1.0 Scope of Agreement. The District shall deliver Recyclables to Supplier at the Facility. Supplier shall receive the Recyclables during the Operating Day as hereinafter defined. This exchange between the parties shall result in either revenue or expense for each party, pursuant to the price computation specified in the Agreement.

2.0 Definitions.

For purposes of this Agreement, the following words and phrases shall have the following meanings:

"Change in Law" – means the enactment, adoption, promulgation, modification, repeal or written change in interpretation of any Federal, State or local law, ordinance, code, rule or regulation after the Commencement Date, which establishes requirements affecting either the operation of the Facility or the performance of any party hereunder which are materially more burdensome than the most stringent legal requirements which are applicable as of the Commencement Date

"Commingled Container Recyclables" – means not sorted or not separated recyclable glass, metal, plastic and other Recyclable Materials from residential, commercial, and institutional sources limited by the Material Acceptance Protocol provisions of sections 3.4.5.1 through 3.4.5.6 under this Exhibit A.

"Commingled Fiber Recyclables" - means not sorted or not separated recyclable paper and cardboard from residential, commercial, and institutional sources limited by the Material Acceptance Protocol provisions of sections 3.4.2.1 through 3.5.2.13 under this Exhibit A.

"CPI" - means the percent change from November to November of the previous year as reported in the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index All Urban Consumers (CPI-U): Selected areas, all items index, Midwest urban size B/C - 50,000 to 1,500,000 as currently found under the URL:
<http://www.bls.gov/news.release/pdf/cpi.pdf>..

"District" - means the Lucas County Solid Waste Management District and all of its contracted Political Affiliates.

"District Revenue Share" – means 85 percent (85%) if the difference between the Index-p and the Trigger Price is a positive number; and, zero percent (0%) if the difference between the Index-p and the Trigger Price is a negative number.

"Equipment" - means the existing baler with wire tie unit, baler feed conveyor, sort line with can sorter/magnet, 5000 lb standard forklift, 3000 lb forklift with rotator, John Deere skid steer, Mustang skid steer, 20 yd rear load compactor truck, 20 foot box truck, semi tractor, low boy trailer, and various semi trailers currently housed at the Facility.

"Facility" - means the recyclables processing and transfer station owned by the SWMD, located at 1011 Matzinger Road, Toledo, Ohio, or other location located within Lucas County that is mutually satisfactory to the Parties.

"Guarantee" - means the Agreement between the Guarantor and the SWMD set forth in Schedule 2 (Performance Guarantee and Full Parent Guarantee) attached hereto and made a part of this Agreement. The Guarantor is assumed to be the Supplier unless specified differently in Schedule 2 (Performance Guarantee and Full Parent Guarantee).

"SWMD" – means the Lucas County Board of Commissioners, Toledo, Ohio, acting as Board of Directors for the Lucas County Solid Waste Management District

"Market" – means to use reasonable business methods to make offers for sales of Product.

"Materials Acceptance Protocol" or "MAP" - means the material delivery specifications for Recyclables as found in section 3.4 hereunder.

"Operating Days" shall mean Monday through Sunday from 4:00 am to 2:00 pm excluding days in which the District does not collect.

"Political Affiliates" - means any unit of government within the jurisdictional boundaries of the Lucas County Solid Waste Management District with the exception of the City of Toledo.

"Process", "Processed", "Processing" – means undertaking those steps to convert Recyclables to Product at the Facility.

"Product," - means that portion of the Processed Recyclables which are marketable commodities.

"Receive" or "Received" – means to allow for the unloading and taking possession of Recyclables delivered to the Facility for Processing determination.

"Recyclables" and "Recyclable Materials" – means Commingled Fiber Recyclables or Commingled Container Recyclables.

"Tip Rate" – means the per ton rate applied to Recyclables delivered by the District to the Supplier at the Facility to determine the expense (a negative number) or revenue (a positive number) to the SWMD based on the formula expressed in Exhibit B, section 2.1.1.

"Trigger Price" – means fifty dollars (\$50.00) per ton.

3.0 Scope of Services and Performance Standards.

3.1 Facility Services

3.1.1 Supplier shall use the Facility for the purposes of meeting the

requirements of this Agreement.

- 3.1.2 Supplier shall use the Equipment for the purposes of meeting the requirements of this Agreement. Except for those items of Equipment specifically named in section 3.1.5 below, the Equipment shall at all times be and remain the property of the SWMD.
- 3.1.3 SWMD shall replace the baler conveyor belt under their existing purchase order with GEM Inc. All other repairs or maintenance of the Equipment shall be provided by the Supplier at the Supplier's sole cost and expense throughout the term of this agreement.
- 3.1.4 Supplier shall, at Supplier's sole cost and expense, provide all management, supervision, personnel, materials, services, and supplies necessary to provide Services as required in this Agreement and shall notify the SWMD promptly should any major equipment in the Facility fail or be damaged such that Supplier's ability to provide the Services to meet the obligations of this Agreement are at risk.
 - 3.1.4.1 For the avoidance of doubt, Supplier will be responsible for all direct operating and maintenance expenses to provide the Services including ensuring adequate access to the Facility through snowplowing as necessary during Operating Days and the filling in of pot holes where appropriate. The SWMD will be responsible for all other expenses that are not direct operational and maintenance expenses and which are typical, customary and incidental to ownership of real property and associated improvements; such as taxes, property casualty insurance, capital improvements to the solid waste office portion of the Facility, damage to the Facility not caused by Supplier or Supplier's representatives, wear and tear maintenance repairs to the solid waste office portion of the Facility such as, by way of example, pavement, utility transmission equipment, roofs and the like.
- 3.1.5 At the expiration of this Agreement in 2014, Supplier shall return the Equipment to the SWMD in a condition equal to or better than its condition at the start date of the Agreement, excepting normal wear and tear given its contemplated use. The existing baler with wire tie unit, baler feed conveyor, sort line with can sorter/magnet, and 20 yd rear load compactor truck will become the property of the Supplier on December 31, 2014 under the provisions of section 4.0 in Exhibit B.

3.2 Responsibilities of the SWMD

- 3.2.1 The District shall deliver or cause to be delivered all Commingled Fiber Recyclables to the Facility that is collected by the District and Commingled Container Recyclables in accordance with section 3.5.4.
- 3.2.2 The District will make best efforts to meet the Materials Acceptance Protocol and keep contamination of loads by non-Recyclables to an incidental level as specified in the Materials Acceptance Protocol. Specifically, the District will post signage at drop-off sites in both English and any other languages spoken by significant numbers of drop-off

customers, including but not limited to Spanish.

3.2.3 The SWMD will make reasonable efforts to eliminate scavenging of Commingled Fiber Recyclables and to encourage adoption of anti-scavenging ordinances by participating Political Affiliates.

3.2.4 The SWMD warrants that the Facility upon the Effective Date of this Agreement meets all federal, state, local and District laws, regulations and ordinances.

3.3 Responsibilities of the Supplier

3.3.1 The Supplier will receive, process, and market all Commingled Fiber Recyclables delivered to the Facility by the District, as well as all Commingled Fiber Recyclables delivered to the Facility by Political Subdivisions. This shall include Commingled Container Recyclables as noted in section 3.5.4.

3.3.2 Supplier shall, at its sole cost and expense, Market or cause to be Marketed all Products resulting from delivery of Commingled Fiber Recyclables from the District in accordance with the terms and provisions of this Agreement.

3.3.3 The Supplier must provide and operate a working scale and Recyclables tipping floor at the Facility for receiving on Operating Days. The District and Supplier will work together for allowance to tip materials at other times by mutual agreement.

3.3.4 The scale and Recyclables tipping floor operation must:

3.3.4.1 Be located at the Facility;

3.3.4.2 Generate paper weight tickets for each delivered load of Recyclables and provide such paper weight ticket to the district upon request. (if Supplier scales are improperly working or in need of maintenance, the Supplier will be responsible for material weighing including payment for the use of the scale at an alternative location and will need to provide a weight ticket);

3.3.4.3 Generate reports, invoices, and charges or revenues and provide such to the SWMD consistent with this Agreement from all District Recyclables delivered to the Facility;

3.3.4.4 Provide shelter to all District Recyclables after Receiving such to the extent to prevent damage to the Recyclables' value due to high moisture; or, littering of the site or adjacent properties due to wind;

3.3.4.5 Control vermin and rodents including commitment to use a professional exterminator if necessary to maintain that the site is free of vermin and rodents at all times;

3.3.4.6 Receive Recyclables from a wide variety of tipping delivery vehicles, including curbside recycling vehicles of all types (rear tip and side tip) as well as single and dual material rear, side-load

and front end loading packer vehicles as well as roll-off vehicles including sufficient clearance inside for the maximum height expected when these vehicles are fully extended as their loads are tipped;

- 3.3.4.7 Accommodate tipping of District Recyclables at a rate such that District tipping delivery vehicles are able to approach the site, enter, weigh in, tip all materials and depart the site with a turn-around time of less than 30 minutes; and
- 3.3.5 Accommodate at least three days storage of Recyclables delivered by the District, such that Supplier equipment breakdowns will not result in Services disruptions.
- 3.3.6 The Supplier has acknowledged the installation of applicable motorized mobile Equipment plug-ins for block heaters by the SWMD; and, Supplier will use enclosed vehicle storage for the SWMD's motorized mobile Equipment when such plug-ins are available.
- 3.3.7 Supplier shall do all things necessary while providing Services to the District at the Facility in accordance with all federal, state and local laws, regulations and ordinances.
- 3.3.8 Supplier shall Receive and Process deliveries by the District on a day to day basis in priority over all other deliveries of Recyclables allowed by Supplier.
- 3.3.9 Supplier shall be responsible for making arrangements for an alternate facility or facilities located within Lucas County to receive Recyclables under the same terms and conditions of this Agreement in the event that the District's right of access to the Facility or the Supplier's ability to Receive Recyclables at the Facility is interrupted due to any regulatory action. This requirement shall not apply to events of Force Majeure incidents.
- 3.3.10 Supplier will generate and provide upon request reports for the District delivering Recyclables to the Facility according to the following:
 - 3.3.10.1 Daily paper weight tickets provided for each incoming load, showing, at a minimum, the chronological ticket number, date, time, driver name, truck number, type of Recyclables collected, and weight of Recyclables in pounds and tons;
 - 3.3.10.2 Same data as above, in electronic format acceptable to the SWMD;
 - 3.3.10.3 Dated electronic reports provided in a format acceptable to the SWMD sent on, monthly and yearly basis showing the itemized tabulation of the same data as above along with tonnage reports on Products marketed by tons per product type (e.g. insulation.);
 - 3.3.10.4 Monthly calculations provided, with supporting data (e.g. market indices documentation) as required for any revenue

sharing arrangement formulas (e.g. calculation of the Tip Rate);

3.3.10.5 Data reporting will have ability to enter volume data into a SWMD-owned web-based data management tool, and

3.3.10.6 Supplier shall keep records of all deliveries by the District. The Supplier agrees that the SWMD may, no more frequently than once per year and at the SWMD's own expense, conduct an audit of the Supplier's books and records for the Facility limited to activities related to the Receiving, Processing and Marketing of the District Recyclables for the purpose of determining the Supplier's compliance with the terms and conditions of this Agreement.

3.4 Material Acceptance Protocol

3.4.1 The District shall use reasonable efforts to deliver or cause to be delivered to the Facility only Recyclable Materials which conform to this Materials Acceptance Protocol. However, the Parties agree that any inadvertent delivery of Recyclable Material which does not conform to Materials Acceptance Protocol shall not constitute a breach of the SWMD's obligations.

3.4.2 Commingled Fiber Recyclables includes recyclable paper from District residential, commercial, and institutional sources limited as follows:

3.4.2.1 ONP - old newspapers and advertisement inserts/flyers, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable;

3.4.2.2 OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet;

3.4.2.3 OCC - old corrugated containers (cardboard) including pizza boxes that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water soluble glues do not have to be removed. OCC can be damp but not soaked. OCC may be bundled and tied with string or twine, collected loose or placed in Kraft (brown) paper bags. Wax-coated containers are not acceptable;

3.4.2.4 Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks;

3.4.2.5 Residential and commercial mail/Junk mail - all dry, loose or bagged bulk mail. All unopened junk mail and envelopes with window are acceptable;

3.4.2.6 Office paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or

green-bar paper);

- 3.4.2.7 Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, beverage cartons and other similar packaging. Boxboard must be placed in Kraft (brown) paper bags separate from other papers. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable;
- 3.4.2.8 Telephone Books and Catalogs – all telephone books and catalogs
- 3.4.2.9 Gift Wrapping Paper – all gift-wrapping paper that is not backed by foil or other non-paper material
- 3.4.2.10 Regarding Commingled Fiber Recyclables from all Political Subdivisions, Commingled Fiber Recyclables will contain all of the items listed in proportions and in a condition that can be reasonably expected from a municipal curbside recycling collection program.
- 3.4.2.11 District Commingled Fiber Recyclables may contain more OCC than a municipal curbside recycling collection program.
- 3.4.2.12 Commingled Fiber Recyclables will not be delivered in plastic bags.
- 3.4.2.13 Commingled Fiber Recyclables that contain more than three percent (3%) by weight of non-fiber material such as, plastic, metal, garbage, trash among other things; or, moisture exceeding ten percent (10%) shall be rejected by the Supplier. Notwithstanding the foregoing, any Recyclables containing any animal, human, or food waste shall be grounds for rejection by the Supplier.
- 3.4.3 Delivery of Commingled Fiber Recyclables – Supplier's obligation to Receive and Process Recyclables delivered by or on behalf of the District shall not prohibit Supplier from inspecting each vehicle load. If during any vehicle inspection, Supplier determines that the vehicle is delivering Recyclable Material not conforming to the MAP above, Supplier shall notify the SWMD of any downgrade, stating the date and time of the rejection, the vehicle number and driver's name, the point of origin and the reason(s) for downgrading and shall follow this with a report in writing of the same information delivered within five (5) business days to the SWMD.
- 3.4.4 The duty to deliver Commingled Container Recyclables by the District to the Supplier and the duty to Receive Commingled Container Recyclables by the Supplier from the District under this Agreement shall be a month to month obligation with District at no cost to the District giving 30 days advanced notice to the Supplier if such delivery or receiving shall commence or terminate whichever the case may be at the time. During the time the District is delivering Commingled Container Recyclables to Supplier and Supplier is Receiving Commingled Container Recyclables, all

other terms and conditions relating to Commingled Container Recyclables shall be in force.

3.4.5 Commingled Container Recyclables shall include not sorted or not separated recyclable glass, metal, plastic and other Recyclable Materials from District residential, commercial, and institutional sources limited as follows:

3.4.5.1 All Closed Mouth Plastic Bottles including HDPE Plastic Bottles (SPI code #2) and PET Plastic Bottles (SPI code #1) as well as all other Plastic Bottles (SPI codes #3-#7) that are blow-molded closed mouth natural and colored plastic containers generally consisting of plastic milk jugs, water bottles, detergent bottles, shampoo bottles and similar items as well as all colors of blow molded PET containers coded #1 beverage bottles. One gallon containers or smaller and caps and paper labels are acceptable. Motor oil and anti-freeze containers are not acceptable. Tubs, pots, and trays are not acceptable. Good faith effort to rinse bottles and remove closures.

3.4.5.2 Household Plastics #1 through #7 excluding Styrofoam

3.4.5.3 Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.

3.4.5.4 Aluminum used beverage containers and foil clean of food

3.4.5.5 Other household scrap metal smaller than 1 foot in length

3.4.5.6 Glass, transparent and translucent food and beverage bottles and containers. Paper labels are acceptable as are rings and lids on glass containers.

3.4.5.7 The District will take reasonable steps to ensure that all Commingled Container Recyclables are empty and conform to sections 3.4.5.1 through 3.4.5.6. Any delivered Commingled Container Recyclables that do not conform to the aforementioned sections or contaminated with trash, garbage, animal or human waste shall not constitute a breach of the District's obligations however and may be rejected by Supplier.

3.4.6 Delivery of Commingled Container Recyclables – Supplier's obligation to Receive and Process Commingled Container Recyclables delivered by or on behalf of the District shall not prohibit Supplier from inspecting each vehicle load. If during any vehicle inspection, Supplier determines that the vehicle is delivering Commingled Container Recyclables not conforming 3.4.5.1 through 3.4.5.7, Supplier shall notify the District of any rejection, stating the date and time of the rejection, the vehicle number and driver's name, the point of origin and the reason(s) for rejection and shall follow this with a report in writing of the same information delivered within five (5) days to the District.

EXHIBIT B

FINANCIAL ARRANGEMENT Recycling Processing and Marketing Services

In consideration of the performance of the Supplier of its obligations under this Agreement, The SWMD and the Supplier will exchange compensation each month based on the Tip Rate as follows.

- 1.0 **Payment.** The SWMD's sole payment obligation for all services provided under the terms of this Agreement shall begin the first calendar month following the Effective Date and on a monthly basis thereafter, for services rendered in the prior month. The Supplier shall be responsible for preparing and submitting an invoice using the Tip Rate calculations to show the amount due for exchange between the SWMD, its Affiliates and the Supplier. Payment of all recycling revenues will be remitted to the SWMD upon the same term as payment from the SWMD to Supplier as specified in section 5.2 in the Agreement. If no recycling revenue payment is made by Supplier to the SWMD following 30 days after required remittal, liquidated damages will occur.
- 2.0 The Supplier shall charge fees and/or make payment for the Processing of District Commingled Fiber Recyclables delivered to the Facility by or on behalf of the District, at rates and in accordance with the terms and conditions set forth herein during the term hereof. The same fees and/or payments shall be granted to any Political Affiliates that have contracted with the SWMD for the receiving and processing of Commingled Fiber Recyclables at the Facility conditioned on the Political Affiliates having made the same commitments to Supplier as the SWMD in this Agreement.
- 2.1 The Price Computation for the materials received by Supplier is based on the following parameters:
- 2.1.1 Commingled Fiber Recyclables Tip Rate is based on the following formula:
- 2.1.1.1 Index- p minus \$50.00 times 85% except that the Tip Rate will not fall below \$0/ton. In the case that Index-p falls below \$50.00 per ton, the District shall pay the difference between the Index and \$50.00 per ton to the Supplier
- 2.1.1.2 Index-p is the index price calculated by weighting 60% based on the Official Board Markets, Yellow Sheet, Index for #8 News, High Side, Chicago, first issue of the month and weighted 40% based on the Official Board Markets, Yellow Sheet, Index for #11 OCC, High Side, Chicago, first issue of the month.
- 2.1.1.3 Sample Commingled Fiber Recyclables calculation:
- | | |
|-------------------------------------|--|
| Index-p | \$70.00 per ton |
| <u>Less Trigger Price</u> | <u>\$50.00 per ton</u> |
| Revenue | \$20.00 per ton |
| <u>Times District Revenue Share</u> | <u>85%</u> |
| Equals Tip Rate | \$17.00 per ton paid by Supplier to District |

Sample Commingled Fiber Recyclables calculation for Index-p less than \$50.00 per ton:

Index-p	\$40.00 per ton
Minus Trigger Price	\$50.00 per ton
Equals base	(\$10.00) per ton
<u>No Revenue Share</u>	
Equals Per Ton Tip Rate	(\$10.00) A negative number implies that payment is from District to Supplier.

2.1.2 Application of Tip Rate and Revenue Share: The Tip Rate and Revenue Share shall be applied to each incoming ton of Commingled Fiber Recyclables delivered by the District across the scales.

2.1.3 Adjustments for Inflation: During the Term of this Agreement, on an annual basis on January 1 of the new year, the formulas will be adjusted for inflation in the following manner:

2.1.3.1 Commingled Fiber Recyclables Trigger Price is increased by CPI times Trigger Price.

2.2 Host Fee: For all non-District Recyclables delivered to the Facility and Processed by the Supplier, the Supplier shall pay to the SWMD a Host Fee of \$4.00 per ton.

3.0 Rejection: For all Commingled Container Recyclables that are delivered by the District and subsequently rejected by Supplier under the provisions in Exhibit A section 3.4.6, Supplier and District shall review said reports each month whereupon a mutually agreeable amount shall be invoiced to the District to mitigate or offset Supplier's costs of further handling, transfer and disposal of such rejected loads. In no case shall the invoiced amount exceed the Trigger Price as set forth herein.

4.0 Equipment: Consistent with the provisions of section 3.1.5 in Exhibit A, on December 31st, 2014, the existing baler with wire tie unit, baler feed conveyor, sort line with can sorter/magnet, and 20 yd rear load compactor truck listed in the Equipment now owned by the SWMD shall be the property of the Supplier. For such ownership, Supplier shall pay an amount of \$2,500 per month to the SWMD through the termination of this Agreement in 2014. The SWMD, at the SWMD's sole option, may require the Supplier to remove Supplier's property upon the expiration of this Agreement. The remaining items under Equipment may be used by the Supplier free of charge and shall be in a condition equal to or better than its condition at the start date of the Agreement.

5.0 Prior Period's Adjustment. To the extent that the actual value of any item in a monthly billing statement cannot be accurately determined as of the date of billing the item shall be billed or credited on an estimated basis, and an adjustment shall be made to reflect the difference between the estimated amount and the actual amount of the item on the next billing statement for the month in which the actual amount is determined. This adjustment shall be known as the Prior Period's Adjustment.

EXHIBIT C
FORM OF LETTER OF CREDIT OR PERFORMANCE BOND
Recycling Processing and Marketing Services