CAYMAN ISLANDS GOVERNMENT

MINISTRY OF DISTRICT ADMINISTRATION WORKS, LANDS AND AGRICULTURE

DEPARTMENT OF ENVIRONMENTAL HEALTH

Cayman Islands Government

RFP No: CTC/10-11/DEH/010
COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT AND WASTE-TO-ENERGY FACILITY (CSWDM & WTEF)
1.0 OVERVIEW

The Cayman Islands Government as represented by the Ministry of District Administration, Works, Lands and Agriculture (hereinafter referred to as "Cayman Islands Government"), and through the Department of Environmental Health (hereafter referred to as “DEH”) is soliciting Request For Proposals (RFP) from interested parties to provide a Comprehensive Solid Waste Disposal Management and Waste-to-Energy Facility (CSWDM & WTEF) on Grand Cayman and future waste management options for the Sister Islands of Cayman Brac and Little Cayman.

Through the issuance of this Request for Proposals (the “RFP”), the Cayman Islands Government is hereby soliciting competitive Proposals from firms to Build (design, FINANCE and construct), Own, and Operate a Comprehensive Solid Waste Disposal Management and Waste-to-Energy Facility (CSWDM & WTEF) to manage all existing landfilled solid waste and all newly generated solid waste on Grand Cayman, Cayman Islands.

Proposers shall thoroughly examine the RFP document in its entirety to ensure a clear understanding of the needs, objectives, and work scope being requested. Essentially, the Cayman Islands Government is seeking a Proposal to provide the following services:

- The Company shall design, finance, construct, permit, start-up, test, own, and operate a CSWDM & WTEF.

- The preferred location for the CSWDM & WTEF is at the existing George Town landfill site, Grand Cayman.

- The Company shall market recyclables and recovered products from the waste management process.

- The Company shall safely transport and effectively manage any residues or byproducts generated from the CSWDM & WTEF to agreed international standards.

- The Company shall generate electricity and / or other ‘green energy products’ for sale to offset the cost of operations including tipping fees. The company shall be
The CSWDM & WTEF shall be designed to accept and process or manage various types of municipal solid waste categories that are generated on Grand Cayman, including hazardous substances or potentially hazardous materials or products.

The CSWDM & WTEF shall be capable of extensive material recovery inclusive of recycling in the Cayman Islands.

The CSWDM & WTEF shall be in full compliance with the highest environmental standards for minimum emission control in accordance with the United States of America Environmental Protection Agency (USEPA) or the European (EU) Standards and the Cayman Islands environmental standards or guidelines.

1.2 OBJECTIVES

The main objectives of the CSWDM & WTEF are to:

- Provide safe, adequate, and continuous solid waste processing and disposal management for the long-term.
- Generate waste-to-energy (electricity) and other ‘green products’ to offset the operational costs in an ‘environmentally friendly’ manner.
- Maintain compliance with agreed applicable US Environmental Protection Agency (EPA) or European Union (EU) environmental standards and local environmental standards.
- Comprehensive integration of the entire existing solid waste management disposal systems, including the landfill and other waste programmes, except the waste collection services.
• Reduce odors, noise, fires, pests, dust, other nuisances, and public health risks associated with solid waste processing and disposal management.
• Ensure the safety of the public, the employees, and the CSWDM & WTEF.
• Have the capability to respond to unusual conditions, including but not limited to changing waste quantities and increase volumes due to disaster debris.
• Use proven technology, sound design, and high quality construction for long-term operational reliability of the CSWDM & WTEF.
• Ensure ease of maintenance, redundancy, and expansion of future modular phases for the CSWDM & WTEF.
• Provide an environmentally and aesthetically-pleasing CSWDM & WTEF.

The Cayman Islands Government seeks to optimize creativity and cost-competitiveness in the CSWDM & WTEF and will provide flexibility to Proposers with respect to the design and operation of the processes and the configuration of the overall facilities. However, it is very important that the proposed systems be comprised of proven unit processes capable of meeting the processing and the other performance guarantees as specified, including Technical Specifications and the proposed Service Agreement Schedules.

1.3 CENTRAL TENDERS COMMITTEE (CTC)

Proposers to this RFP acknowledge and consent to the following conditions relative to the procurement process and the selection of a Proposer. Without limitation and in addition to other rights reserved by the CTC in this RFP, the CTC reserves and holds, at its sole discretion, the following rights and options:

• To supplement, amend, or otherwise modify this RFP, prior to the date of submission of the Proposals, with appropriate notification.
• To receive questions concerning this RFP from Proposers and to provide such questions, and the responses, to all Proposers.
• To require additional information from one or more Proposers to supplement or clarify the Proposals submitted.
• To conduct further investigations with respect to the qualifications and experience or other information of each Proposer.

• To visit and examine any of the facilities referenced in the Proposal and others owned, operated, and/or built by the Proposer to observe and inspect such facilities and their operations.

• To waive any defect or technicality in any Proposal received.

• To reject any or all Proposals.

• To cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is determined to be in the best interest of the Government.

• The CTC, in its sole discretion, will select the tender to be in the best interest of the Cayman Islands Government based in whole or in part on the evaluation criteria and scoring method described in this RFP. The tender may or may not be awarded to the Proposer offering the lowest costs.

• To take any action affecting the RFP process, or the Project subject to this RFP, that would be in the best interests of the Government. This includes negotiation with the next successful tender should the selected tender fail.

• To review the financial capabilities of the Proposers.

1.4 ACCURACY OF RFP AND RELATED DOCUMENTS

The Cayman Islands Government assumes no responsibility for the completeness or the accuracy of specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the Cayman Islands Government will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing by the Director of Environmental Health or his designate. The Proposer is required to verify all data and information provided. In no event may a Proposer to this RFP rely on any oral statement by the Cayman Islands Government, or its agents, advisors, or consultants.

Should a Proposer find discrepancies in or omissions from this RFP and related documents, the Proposer shall immediately notify the Director, Environmental Health, Mr. Roydell Carter
at (345) 949-6696 or (345) 743-5950 or by email at roydell.carter@gov.ky or his Designate. If necessary, a written addendum or bulletin of instructions will be mailed or delivered to all who have returned the tender form or registered with the Department of Environmental Health (DEH) when they received a copy of this RFP. Each Proposer requesting an interpretation will be responsible for delivering such requests to the DEH through its Director or his designate in writing.

1.5 CONFIDENTIALITY

 Any and all RFP’s will become the property of the Government and will not be returned to Respondents. The Government will take reasonable precautions and use reasonable efforts to protect any confidential information specifically defined in the Respondent’s Proposal subject to such disclosure that may be required by law including the Freedom of Information Law or as otherwise set out herein.

 Respondents understand and agree by submitting a Proposal that the Government and its respective officers, employees and consultants shall not be liable for any damages resulting from any disclosure of a Proposal or any information contained therein, including the disclosure of confidential information.

1.6 CLARIFICATIONS OR ADDITIONAL INFORMATION

 Any requests for clarifications or additional information should be submitted to the Director, Environmental Health, Mr. Roydell Carter by fax at (345) 949-4503 or by email at roydell.carter@gov.ky or his Designate, up to ten (10) working days before the Proposal submission date. The answers or responses to the requests will be sent preferably by email. To ensure fairness to all Proposers, written copies of the responses (including query explanations without identifying the source of inquiry) will be sent to all Proposers intending to submit proposals, as registered. Only written questions will receive written answers, which will also form part of the documents as formal addenda.
2.0 BACKGROUND INFORMATION

2.1 CAYMAN ISLANDS GOVERNMENT OVERVIEW

The Cayman Islands are located in the western Caribbean Sea. The three islands are situated about 480 miles (770 km) south of Miami, 150 miles (240 km) south of Cuba, and 180 miles (290 km) northwest of Jamaica. Grand Cayman is the largest and most populated, with an area of 76 square miles (197 km²). The two “Sister Islands” of Cayman Brac and Little Cayman are located about 90 miles (145 km) northeast of Grand Cayman and have areas of 14 square miles (36 km²) and 10 square miles (25.9 km²) respectively.

The annual population of the Cayman Islands fluctuates from the permanent resident level due to the high number visitors to the islands. The estimated resident population is about 50,000, which is expected to increase steadily in future years. In addition, solid waste is generated by another estimated one million tourists that visit the country, annually. Other solid waste sources could come from cruise ships and other vessels once the CSWDM & WTEF is operational.

There is one landfill on Grand Cayman, which receives approximately 320-350 short tons/day of all types of new solid waste and recyclable products. This includes 240-260 short tons/day of new municipal solid waste (MSW). Strategic reclamation of the existing landfill, through mining may be necessary to reduce its volume, recover recyclables, and provide an additional source of feed stock for the waste-to-energy (W-T-E) plant. The successful proposer will be required to manage all existing land filled waste and other waste onsite. In addition, the company will manage all newly generated solid waste that is delivered to the CSWDM & WTEF by the DEH and the public. The preferred location for the CSWDM & WTEF is to remain at the current George Town landfill site.

2.1.1 Sister Islands (Cayman Brac and Little Cayman)

The Sister Islands generate a combined 2,200 to 2,800 short tons of solid waste on an annual basis. Proposers are required to submit an outline of potential future solid waste disposal management options for the Sister Islands and indicate their capability to undertake the project in Proposal Form 19. However, at this stage no detailed project
information is required because the Sister Islands phase do not form the main component of this RFP.

2.1.2 Designated Regulatory Agency
All residential and commercial municipal solid waste will continue to be collected and managed by the Department of Environmental Health (DEH). In addition, the entire solid waste management services including the CSWDM & WTEF will be regulated by the DEH or by another designated Regulatory Agency as determined by the Government.

2.2 DEPARTMENT OF ENVIRONMENTAL HEALTH

The Cayman Islands Department of Environmental Health (DEH) manages the existing solid waste collections and disposal functions. The DEH operates under the Ministry of DAWL&A. The DEH’s operational revenues are obtained from funds received through garbage fees; vehicle disposal fees, container servicing and rental fees, and funds allocated by core Government. All operational expenses are paid from these revenue sources. There are no franchise collection contracts or service agreements in existence with the DEH. Most commercial and residential garbage collection is undertaken by the DEH along with some private haulers. Currently, no tipping fees are charged for landfill disposal.

Solid waste that is not recycled or separated is disposed of or managed onsite at the DEH’s landfills. The DEH provides the following solid waste management services, which can be broadly divided into six (6) main categories.

- Recyclable materials including metal, white goods, derelict vehicles, auto batteries, aluminium cans, tires, used motor oil and some paints. These materials are currently segregated at the George Town landfill and some are subsequently recycled overseas.

- Residential and commercial municipal solid waste (MSW) includes from homes and businesses, which is currently being placed and covered in an un-lined landfill.

- Wood waste including debris, clean dimensional lumber products, painted and stained dimensional lumber products, treated lumber products, clean brush and branches, agricultural waste, and pallets.
• Construction/demolition waste includes such materials as mixed wood, drywall, insulation, plastics, foam, concrete, steel, roofing material, and other building and demolition materials.

• Hazardous waste and industrial materials, which include toxic products or chemicals, pesticides, petrol tank cleanouts, contaminated used oils and products internationally recognized as hazardous containing materials or substances and special medical equipment radiological byproducts.

• Bio-medical waste, which includes all waste from medical clinics or hospitals, dead or diseased animals, animal waste from businesses and other biological waste products or pathogens.

The DEH current infrastructure consists of three (3) landfills, one on each island; two (2) medical waste incinerators, two (2) air curtain incinerators, and one small recycling / processing area. Grand Cayman's landfill receives the largest quantity of waste, annually.

The Cayman Islands Government and the DEH’s mission are to provide the Cayman Islands people with an environmentally sound and cost-effective means to manage all solid waste generated.

This is expected to be achieved through the integration of effective long-term management programs for collection, processing, recycling, and disposal of the solid waste and through waste to energy as the preferred core technology, in a comprehensive waste management strategy.

The Government and DEH’s goal is to provide an efficient and economical balance of public and private services so the Cayman Islands Government can meet or exceed requirements for the effective management of solid waste disposal and for waste-to-energy generation that ensures public health and safety, and protects the environmental (air, water, and land) resources for the near and long term.
2.3 WASTE CATEGORIES, QUANTITIES AND CHARACTERISTICS

Solid waste generation in the Cayman Islands has grown steadily in recent years. Recent projections indicate that the landfill will receive over 156,000 tons of solid waste by 2020. The waste generated in the Cayman Islands is typical of the last revised analysis conducted in 2001 and should still be indicative of the waste streams that enter the landfill. The DEH does not guarantee the characteristics of the waste to be delivered.

The general characteristics of the municipal solid waste generated in Grand Cayman, Cayman Islands are indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Average Composition</th>
<th>Lower Planning Range</th>
<th>Upper Planning Range</th>
</tr>
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<td>Newsprint</td>
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<td>Glass Other</td>
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<td>1.1%</td>
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<tr>
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<td>0.9%</td>
</tr>
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<td>Plastic Bottles</td>
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<td>1.3%</td>
<td>2.6%</td>
</tr>
<tr>
<td>Plastic Other</td>
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<td>7.1%</td>
<td>11.0%</td>
</tr>
<tr>
<td>Wood</td>
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<td>Dirt, Brick, Rubble</td>
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<td>1.6%</td>
<td>5.9%</td>
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<td>24.4%</td>
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<td>2.7%</td>
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<td>Ferrous metal</td>
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<td>1.0%</td>
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<td>7.4%</td>
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<td>7.0%</td>
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<td>3.7%</td>
<td>7.2%</td>
</tr>
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<td>Misc. Other</td>
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<td><strong>Total</strong></td>
<td><strong>100.0%</strong></td>
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2.4 REFERENCE DOCUMENTS

Some reference documents are available at the Department of Environmental Health but Proposers or representatives will be required to sign of a separate mutual Confidentiality Agreement to prevent disclosure of confidential information prior to perusal. Reference documents include:


Proposers may examine copies of the documents at the DEH Main Office by contacting Director, Environmental Health, Roydell Carter by fax at (345) 949-4503 or by email at roydell.carter@gov.ky or his designate. In preparing their submissions, Proposers shall rely upon the main body of the RFP for the definitive statement of Project goals and objectives. Furthermore, by submitting a Proposal, each Proposer certifies that they have read and understand the disclaimer for the background documents as stated in 1.4.
3.0 SCOPE OF SERVICES

3.1 GENERAL

The intent is that the Government’s designated Regulatory Agency will grant a License Agreement to the successful Proposer to operate the CSWDM & WTEF for a period of twenty-five (25) years, with renewal options. In addition, any Concession Agreement, Operation and Maintenance Agreement, Service Agreement, and Site Lease Agreements will be subjected to Government’s and other relevant Authorities or Agency approvals.

The Company shall provide all the management, supervision, labor, procurement, materials, consumables, tools, services and equipment required to gain necessary approvals, including design, permit, finance, construct, start-up, test, operate, and maintenance of the CSWDM & WTEF for the Term of the Service Agreement and the Contracted period.

The Company shall be responsible for the provision of all agreed services and for the full payment of all associated fees, fines or revenues required from the CSWDM & WTEF during its operation.

At the end of the License Agreement periods, the Company shall at the Cayman Islands Government’s discretion, decommission the CSWDM & WTEF and return the Site to a condition mutually agreed in writing at the Company’s sole cost and expense, or transfer the ownership of the CSWDM & WTEF to the Cayman Islands Government including technological components and relevant training.

The Cayman Islands Government may also exercise its option to purchase the CSWDM & WTEF during its operation, if the CSWDM & WTEF fails to satisfy its Performance Guarantees or for nonperformance reasons. The option to purchase will be in accordance with the terms and conditions of the Service Agreement and a fair Transfer Price.
3.2 SOLID WASTE SUPPLY TO THE FACILITY

The DEH has not performed a recent audit to define the nature of solid waste collected. However, it is expected that its composition will be similar to the audit in year 2001. The Company should determine the range of quality of waste to be delivered based on information available and their previous experience. This risk and assessment shall be undertaken by the Company.

The successful Company shall accept all waste types delivered by or on behalf of the DEH from its residential and commercial collection program for processing at the Facility. All other waste delivered by the public shall also be processed and managed at the CSWDM & WTEF. The Company shall be responsible for accepting, processing, and managing waste with variable characteristics and quantities.

The Company shall make an assessment of the quantity of waste available based on the information provided in this RFP and a visit to the site. The DEH shall endeavor to deliver municipal waste under its control in an agreed amount equal to the minimal processing capacity of the CSWDM & WTEF. Under the Proposal, the DEH can guarantee the delivery of all collected solid waste from the residential and commercial premises under its direct responsibility and to encourage disposal of all waste from the public, but the DEH has no control over the variance of the waste volumes and shall not be held responsible.

The existing landfill site can be mined, and if properly done additional waste stock for the W-T-E plant can be obtained. It has been projected that the mining the existing landfill can be accomplished over a twenty year period, depending on the rate of removal of the waste for fuel and recyclables from the site.

The Company shall be responsible for the risks associated with the mining and any daily, weekly or seasonal variations to waste quantity or quality.
3.3 LOCATION

The preferred location and operation of the CSWDM & WTEF is at the current George Town landfill site provided by the Government and situated over several parcels of land, as follows: Block 13D, Parcel 2; Block 13C, Parcel 1 and Block 13 D, Parcel 1. The Cayman Islands Government is prepared to enter into a Lease Agreement for the existing George Town landfill parcels to the successful Company for the purpose of mining the existing landfill waste and for developing and constructing the CSWDM & WTEF. The Site shall be available to the Company in its current state.

All utility interconnections will be the responsibility of the Company. All permits, approvals, and other legal requirements for the development and construction of the CSWDM & WTEF shall also be the responsibility of the Company.

3.4 ACCEPTANCE OF WASTE

The Company shall guarantee to accept all types of solid waste from the DEH and the public on a daily basis and to process the waste at the CSWDM & WTEF in accordance with the negotiated terms, conditions, and fees.

The Company will provide and operate a scale-house for the purpose of recording the incoming and outgoing tonnage of waste, which shall also be categorized by types. This will also form part of the company’s reporting requirements.

The CSWDM & WTEF shall be designed to accept solid waste for at least six (6) days weekly. Operation on Sundays or for 24 hours a day is optional. Waste from the residents shall be delivered to the CSWDM & WTEF within operational hours. The DEH will not normally deliver solid waste on two major holidays (Good Friday and Christmas Day).

The CSWDM & WTEF shall be designed to accept waste during planned maintenance shutdowns, operational failures and/or upgrades. All costs associated with the management of this waste during these periods shall be borne by the Company.
Company shall solely be responsible for the disposal of any solid waste, which must be bypassed or treated separately, at the time of the planned or unplanned incident.

3.5 REGULATORY APPROVALS

The Company shall be responsible for obtaining all regulatory approvals, permits and licenses required for the design, construction, and operation of the CSWDM & WTEF in the Cayman Islands, at its sole cost and expense. The Proposer will need to obtain a License Agreement from the Government’s designated Regulatory Agency to operate. Other relevant Contract and Service Agreements will need to be negotiated and secured by the company.

3.6 COMMUNITY RELATIONS

Within eight (8) weeks of complete execution of the Contract the Company shall develop a community consultation plan. The agreed plan shall be implemented and followed for the life of the project. The Cayman Islands Government shall not unreasonably withhold approval of the community consultation plan. The objectives of the plan shall be to:

- Inform the community of the project and its status;
- Identify community values and expectations; and
- Where possible, incorporate community opinions into the project.

The Cayman Islands Government shall be actively involved in the community consultation plan and shall make available facilities for community meetings and displays. Facilities to be provided at no cost include:

- Meeting location within the districts.
- Locations within the Government building for displays.
- The Director of the Department of Environmental Health with responsibility for Solid Waste Management, or his designee, will be made available for community meetings.
The community consultation plan prepared by the company shall, as a minimum, identify actions at the following milestones:

- During design activities.
- During the various stages of the environmental approval process.
- At the commencement of construction activities.
- During construction activities.
- At Facility commissioning.
- At annual reporting times.

### 3.7 ENERGY RECOVERY

The Company shall negotiate with a local electricity company or entity for the purchase of net electricity produced by the CSWDM & WTEF. The Electrical Regulatory Authority (ERA), however, has the right to review the agreement in accordance with their laws. The selected Respondent shall have the responsibility of obtaining all permits; design and construction of all facilities; and operating these facilities for the transportation of the energy from the CSWDM & WTEF to the organization utilizing the energy.

The design, construction, and operation of the energy transportation facilities shall be done in accordance with all local building and electrical codes and comply with all agreed environmental regulations. The Company will directly receive revenues from the sale of electrical energy generated by the CSWDM & WTEF.

### 3.8 SALE OF PRODUCTS

The Company shall be responsible for the sale of all recovered materials / products from the CSWDM & WTEF. The Company shall bear all costs incurred during the marketing or sale of recovered materials / products from the CSWDM & WTEF.

All revenues obtained from the marketing or sale of recovered materials / products from the CSWDM & WTEF should belong to the Company, except where there is a shared revenue arrangement with the Government.
The company shall propose revenue sharing options with the Government in Proposal Form 9.

3.9 PROCESS RESIDUE DISPOSAL

The Company shall be legally responsible for any transportation, securing, and disposal management of process residue from its facility. The designated Regulatory Agency may impose penalties or fines for improper management practices and violations of the agreed standards.

3.10 REMOVAL OF BY-PRODUCTS

The Company shall be responsible for any removal and/or disposal of the by-products from the Facility. All costs incurred during the removal and/or disposal of by-products locally or internationally shall be borne by the Company.

The Company shall comply with all applicable local and international regulations during the removal and/or disposal of by-products. The company can be fined for any breach or failure to comply with regulations.

The company should strive to maximize any benefits from the by-products generated in an environmentally safe manner.

3.11 IMPLEMENTATION PROGRAM

The Company shall comply with the implementation schedule submitted as part of its Proposal. The contract shall be considered in default should any key activities/milestones shown in the implementation schedule not be achieved in a reasonable time. The key activities/milestones shall include but not be limited to the following:
• Confirmation of Site location.
• Signing of a Service Agreement between the Company and the Cayman Islands Government in a timely manner.
• Access to Site.
• Community consultation strategy plan developed.
• Submission of regulatory permit applications.
• Environmental approvals from regulatory agencies.
• Detailed engineering design complete.
• Building Permits and approvals necessary to commence construction.
• Construction completion.
• Acceptance and Commissioning.

If, for whatever reason, the schedule documented in the implementation plan is not achieved, the Company shall outline by letter the reasons for delay, the impacts on the overall schedule and the actions that will be undertaken to reduce delays to the overall schedule. The Cayman Islands Government will review the reasons for delay, the impacts on overall schedule, and the proposed actions to reduce delays to determine if any contractual penalties or remedies are to be administered and/or whether the contract should be terminated. The outcome of the Government’s review shall be confirmed in writing to the Company within a minimum of fourteen (14) days of being advised of the delay.

3.12 REPORTING REQUIREMENTS

The Company shall prepare an independently audited annual report on the anniversary of commissioning of the CSWDM & WTEF. The independent auditor shall be approved by designated Regulatory Agency overseeing the CSWDM & WTEF. This annual report shall include data at minimum on the following aspects of Facility operation:
- Quantity of waste received from the DEH and the public.
- Quantity of residue transported for disposal.
- Quantity and classification of by-products.
- Disposal route for all residue and by-products.
- Quantity and category of recyclables recovered.
- Market route for all recyclables recovered.
- Quantity of power generated, gross and net income.
- Quantity of water, diesel, gas and electricity consumed.
- Summary of emissions in a format acceptable for reporting purposes.
- Discussion of any exceedance malfunction or abnormal operation of CSWDM & WTEF.
- Scheduled maintenance services or expansions.

The report shall be in addition to any other annual reporting requirements by applicable laws or the designated regulatory agency. The report shall constitute a summary of quarterly operations summary reports, which shall be submitted to the Cayman Islands Government, designated Regulatory Agency and shall include the above aspects of CSWDM & WTEF operation.

### 3.13 PAYMENTS BY THE CAYMAN ISLANDS GOVERNMENT

The Cayman Islands Government shall pay the Company a Service Fee in accordance with the terms and conditions of the Service Agreement.

Payments by the Cayman Islands Government to the Company shall commence only after successful commissioning of the CSWDM & WTEF.

### 3.14 TESTING AND COMMISSIONING

The Company shall be responsible for all testing and commissioning of the Facility. The Company shall conduct all tests necessary to prove the integrity of the CSWDM & WTEF in
accordance with the relevant engineering standards and accepted industry good practice. Copies of all test certificates shall be made available to the Cayman Islands Government.

3.15 QUALITY AND SAFETY

The Company shall be responsible for the quality and safety of all work provided as part of the Contract. The CSWDM & WTEF shall be designed, constructed and operated in accordance with the International Standards Organization (ISO) 9001 and ISO9002.

3.16 DECOMMISSIONING

At the end of the Licensing Agreements, the Cayman Islands Government at its discretion may request the Company to remove from the Site all its structures, and equipment and return the Site to an agreed condition or transfer the ownership, operation and technology of the CSWDM & WTEF to the Cayman Islands Government for a fair Transfer Price to be agreed.

Site contamination, if any, shall be removed or remediated in accordance with regulatory requirements, applicable laws or accepted guidelines in the Cayman Islands.

3.17 FINANCIAL SECURITY REQUIREMENTS

Financial security may be required throughout the Term of the Service Agreement, which could include security instruments such as bonds in accordance with the Service Agreement.

3.18 FACILITY OWNERSHIP AND TRANSFER PRICE

The Cayman Islands Government, at its sole discretion, shall have the right to acquire ownership of the CSWDM & WTEF. If the Cayman Islands Government exercises its right to
ownership of the CSWDM & WTEF, the Cayman Islands Government shall pay the Company a fair Transfer Price to be agreed.

The price indicated on the submitted Proposal Form 9 shall include all costs associated with the termination of CSWDM & WTEF operations and transfer of ownership to the Cayman Islands Government, including demobilization, technology, and related costs, costs associated with the payment of the unamortized portion of all capital costs, and unamortized portions of any improvement costs.

The agreed Transfer Price shall be the complete payment of the costs for purchase of CSWDM & WTEF.

### 3.19 SERVICE AGREEMENT CONTRACT PRINCIPLES

A summary of the Contract Principles that further sets forth the risks, responsibilities and obligations of the Company in performing the contract services for the project is provided in Attachment B.

The Contract Principles will serve as the basis of a written Service Agreement to be entered into with the successful Proposer. The Service Agreement will contain customary representations and warranties, indemnities and conditions of the Company including, without limitation, the terms and conditions of the Contract Principles.

The Contract Principles should be used by the Proposer to understand the comprehensive, full-service responsibilities to be undertaken by the successful proposer, to assess the risks associated with the specific performance obligations and to develop its pricing in the Proposal Forms.

The Proposer shall provide a markup of the CSWDM & W-T-E Contract Principles. Proposers shall clearly indicate their acceptance or modification of each provision of the Contract Principles. To the extent that any Proposer wishes to modify (or amplify) any such provision, the specific text of the proposed modification either should be clearly marked on the document or appended to the document in clearly typed riders. ANY MATTER OF
SIGNIFICANCE TO PROPOSERS WHICH IS NOT ADDRESSED BY THE CONTRACT PRINCIPLES SHOULD BE RAISED CLEARLY AND SEPARATELY IN THE MANNER SPECIFIED ABOVE. The Cayman Islands Government expects that the Proposer will include in its Proposal all comments to the Contract Principles and, accordingly, the Cayman Islands Government evaluators will assume that the Proposer’s proposed pricing is based on the Contract Principles as so modified. ALTHOUGH MODIFICATIONS TO THE PROPOSED CONTRACT TERMS ARE ACCEPTABLE, THE EXTENT OF DEVIATION FROM THE PROVISIONS OF THE W-T-E PROJECT CONTRACT PRINCIPLES WILL BE A SIGNIFICANT EVALUATION CONSIDERATION.

4.0 PROPOSAL REQUIREMENTS

4.1 INSTRUCTIONS TO PROPOSERS

4.1.1 Principals/Collusion
By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a proposal that it is in all respects fair and in good faith without collusion or fraud.

4.1.2 Proposal Withdrawal
A Proposal can be withdrawn if the Proposer makes their request in writing to the CTC prior to the time set for the opening of Proposals, or unless the Cayman Islands Government fails to select a Proposer for contract negotiation within ninety (90) days after the date that the tenders were opened.

4.1.3 Proposer’s Certification
Submission of a signed Proposal is Proposer’s certification that the Proposer will accept any awards made to them as a result of said submission of the terms contained therein.
4.1.4 Exceptions to Instructions or Conditions
Proposers taking exception to any part or section of these instructions or conditions shall indicate such exceptions in their Proposal. Failure to indicate any exceptions shall be interpreted, as the Proposer’s intent to fully comply with the specifications, as written in this document.

4.1.5 Laws and Regulations
It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local laws and regulations of the Cayman Islands. The Company shall pay any associated fees.

4.1.6 Insurance Costs
Since these conditions include Insurance Requirements, there may be additional insurance costs to the Proposer’s firm. Therefore, it is imperative that the Proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

4.1.7 Expenses Incurred in Preparing Proposal
The Cayman Islands Government accepts no responsibility for any expenses incurred in the Proposal preparation or presentation; such expenses shall be borne exclusively by the Proposer.

4.1.8 Qualifications of Proposers
Before the award of any contract, each Proposer may be required to show to the complete satisfaction of the Central Tender Committee (CTC), that they have the necessary facilities, ability and financial resources to furnish the service as specified herein in a satisfactory manner, and they may also be required to show past history and references which will enable the CTC, to satisfy themselves as to the qualifications. Failure to qualify according to the foregoing requirements will justify the CTC in rejecting a Proposal.

4.1.9 Lobbying
During the publication, evaluation and award phases of this project and RFP, no firm or its agent should contact any other DEH employee in reference to this solicitation and their
prospective or actual Proposal, with the exception of the Director, Environmental Health or his Designate.

4.1.10 Proposal Form
Each Proposer must submit the Proposal Forms included in this Request for Proposal.

4.1.11 Single Proposal
Only one (1) Proposal from each Proposer will be considered. If it is found that a prime Proposer has submitted more than one (1) such Proposal or been involved in more than one (1) Proposal, all Proposals in which such a Proposer is interested may be rejected.

4.1.12 Signature of Proposer
The Proposer must sign the Proposal in the spaces provided for signatures. If the Proposer is an individual, the words “Sole Owner” shall appear after their signature. If the Proposer is a partnership, the word “Partner” shall appear after the signature of one of the partners. If the Proposer is a corporation, the signature required is the Officer, Officers or Individual duly authorized by its by-laws or the Board of Directors to bind the corporation with official corporate seal affixed thereto.

4.1.13 Interpretation of Proposal Documents and Investigation of Project
Each Proposer shall thoroughly examine the Proposal Documents, and judge for themselves all matters relating to the location and the character of the services they agree to perform. If the Proposer should be of the opinion that the meaning of any part of the proposal Document is doubtful, obscure or contains errors or omissions, they should report such opinion or opinions to the Director, Environmental Health or his Designate. Neither the Cayman Islands Government nor its staff shall be responsible for any verbal interpretation of the RFP. The issuance of a written addendum shall be the only official method whereby such interpretation will be given.

4.1.14 Rejection or Acceptance of Proposals
The CTC reserves the right to waive any irregularities in the Proposal, to reject any or all Proposals, to re-solicit Proposals, or to accept the Proposal which in the judgment of the
CTC is deemed to be in the best interest of the public and the Cayman Islands Government.

Any Proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be rejected. In the event of default of the successful Proposer, or their refusal to enter into a contract with the Cayman Islands Government, the CTC reserves the right to accept the Proposal of the next suitably qualified shortlisted Proposer or to re-advertise using the same or revised documentation, at its sole discretion.

4.1.15 Protection of the Rights of the Cayman Islands Government
The CTC reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the Cayman Islands Government.

4.1.16 Appendices
All information contained in the Appendices will form part of the Proposer's Submission to this RFP and shall be binding.

4.2 PROPOSAL COLLECTION AND SUBMITTAL REQUIREMENTS

By submitting a Proposal, the proposer declares that they understand and agree to abide by all specifications, provisions, terms and conditions of same, and all laws, regulation, and policies of the Cayman Islands Government. The Proposer agrees that if the contract is awarded to their firm, they will perform the work in accordance with the provisions, terms and conditions of the Agreement.

The proposer shall submit six (6) hard copy sets and one (1) soft copy of the Proposal. One (1) of the hard copies shall be unbound and clearly identified as the "Original" Submission. The soft copy shall be an Adobe pdf and shall be submitted on a CD or jump drive. Submissions will not be accepted through e-mail or fax.
Proposals should be submitted and be received at the specific physical address referred to below by 12:00 noon the 19th November, 2010 (the “Closing date”): Each Proposal shall be submitted in a sealed envelope and be clearly marked “CTC/10-11/DEH/010 – CSWDM and WTEF” All Courier delivered RFPs must have the RFP number and title on the outside of the Courier packet and must be delivered to the address below:

The Secretary  
Central Tenders Committee  
CTC/10-11/DEH/010 – CSWDM and WTEF  
c/o Treasury Department  
1st Floor Government Administration Building  
71A Elgin Avenue, George Town  
Grand Cayman KY1-9000, Cayman Islands, B.W.I.

It is the sole responsibility of the Proposer to ensure that the RFP is forwarded to the specific location indicated on or before the specified date and time. Any Proposal received after the stipulated date and time will not be considered.

Any and all expenses incurred by Proposer in the preparation, presentation and submission of the Proposal shall be borne entirely by the Proposer, including any costs incurred by the Proposer after the submission closing. Neither the Cayman Islands Government nor the DEH shall, in any circumstances, be responsible or provide compensation for the preparation of a Proposal or for the information contained in the Proposal or other documents submitted in response to this Tender.

The RFP documents can be obtained from the main office of the Department of Environmental Health (DEH), Cayman Islands Environmental Center, 580 North Sound Road, Grand Cayman, Cayman Islands, between the hours 9:00 A.M. and 5:00 P.M. Monday through Friday. This RFP can also be downloaded directly from the Cayman Islands Government’s website at www.centraaltenders.gov.ky at no cost.
Should you require further information, please contact:

Mr. Roydell Carter, B.Sc. (Hons), M.Sc., MIIRSM  
Director, Environmental Health  
Box 1820, Grand Cayman KY1-1109  
Cayman Islands  
Tel: (345) 949-6696 or Fax: (345) 949-4503  
Email: roydell.carter@gov.ky

All persons who obtain a set of the RFP documents shall ensure that they also complete the "Acknowledgment Form" attached to the RFP document and return it immediately to the DEH. The form can be faxed or scanned in an e-mail. Respondents who do not return an Acknowledgment form may not be directly informed of any Addenda changes.

Receipt and evaluation of proposals or the completion of interviews do not obligate the Cayman Islands Government to award a contract. Any change to this document prior to the submittal of Proposals, shall be made by written addendum by the Cayman Islands Government.

The Cayman Islands Government is not responsible for any explanation, clarification or approval made or given in any manner, except the addendum. A copy of any addendum will be sent either via electronic mail or facsimile to all firms which request receipt of this RFP. Any addenda so issued are considered to be part of this RFP. All materials submitted become the property of the Cayman Islands Government and will not be returned.

4.3 PROPOSAL FORMAT AND CONTENT

The Proposer shall provide the appropriate information in detail to demonstrate that the Proposer meets the evaluation criteria specified in Section 5. In order to facilitate Proposal preparation and evaluation efforts, each Proposal shall be limited to one hundred (100) pages, excluding Proposal Forms, the mark-up of the Contract Principles and the conceptual drawings. Proposals and all supporting documents must be written in English.
The Proposal shall include the following sections, as described below:

- Executive Summary
- Proposer Qualifications
- Technical Approach
- Business Arrangement
- Price Proposal
- Proposal Forms

### 4.3.1 Executive Summary
The Proposer shall submit an executive summary, which outlines the contents of its Proposal. The executive summary shall, at a minimum, include an identification of the proposed project team, description of the responsibilities of the project team, summary of the proposed services, and general system management approach. This section should include a clear statement of the Proposer’s understanding of the RFP including a brief summary of the Technical Approach. The executive summary should not exceed four (4) typed pages. The Cayman Islands Government may use all or portions of the executive summary for public information purposes.

### 4.3.2 Proposer Qualifications
This section of the Proposal must fully identify the Proposer, and present general information about the Proposer and the key personnel involved. Where a separate firm will be providing design and/or construction services, such firm shall provide similar information. This section should also include details about the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the contracting party, a brief history of the Proposer's business activities, including ownership, markets, organization, and background; a listing of all stockholders owning ten percent (10%) or more of outstanding shares together with the percent owned; a listing of all partners indicating status whether general or limited partner.

If the Proposer or joint venture is a subsidiary of a parent company, information about when the subsidiary was formed and its place in the corporate structure of the parent
company (if a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed); and identification of portions of the services that will be subcontracted and by whom.

4.3.2.1 Company/Team Information
To assist with the evaluation, the Proposal must clearly identify the members of the proposal team that will serve in the following roles. These roles define the Core Project Team, and may be provided entirely by one (1) firm or may be allocated among a number of firms. The Proposer must recognize that its team, as proposed, will be used as a basis for determining eligibility to provide the Contract Services. Therefore, substantive changes to the Proposer's Core Project Team will be considered grounds for disqualification.

- **The Proposer**—The prime Company that will execute the Agreement with the Cayman Islands Government. In evaluating the qualifications and experience of the Proposer, the qualifications and experience of the Project Guarantor, Design Engineer, Construction Company, or Operator as described below will be included as applicable to specific areas. Changes to key team members should be restricted.

- **The Project Guarantor**—The party financially responsible for guaranteeing the performance of the Proposer, and all sub-Companies, pursuant to the Agreement. The Guarantor can be either the Proposer or a third party who executes an agreement with the Cayman Islands Government guaranteeing the entire performance of the Proposer.

- **The Operator**—The firm that will be responsible for the operation and maintenance services to be performed.

- **The Design Engineer**—The firm that will design the CSWDM & WTEF.

- **The Construction Company**—The firm that will be the general contractor during construction of the CSWDM & WTEF.
**The Proposer shall describe** the resources to be allocated to provide corporate support to the project throughout the term of the Agreement. Such support includes research and development, engineering, design, environmental, analytical, administrative, or such other support anticipated to be required during the term of the Agreement. The Proposer shall identify the team member that will provide these resources (i.e., Operator, Design Engineer, Guarantor, etc.).

The Proposal **must include** the following information:

- A proposed organization chart for the project describing the roles and responsibilities of all major participants;

- If the Proposer is a Consortium or Joint Venture then copies of the executed agreement must be provided to specify the establishment and mandate of the consortium / joint venture, state how the consortium / joint venture will be structured, managed, and financed.

- A description of the actual and proposed contractual relationship and the history of those relationships among the Proposer, members of the Proposer’s Core Project Team, and all other major participants in the project with respect to each phase of the project, i.e., design, construction and operations;

- A summary of the proposed assignments of responsibilities for the services to be provided [identifying the portions of the work to be performed by the Proposer, each member of the Core Project Team if the Proposer is comprised of more than one (1) firm, and major sub-Companies. At a minimum, this summary must identify which firms will undertake the roles of project leadership, technology and system design, operations, and the Project Guarantor;

- The qualifications and resumes of all key staff assigned to the project whether staff of a member of the Core Project Team, its parent, participating firms, or major sub-Companies. This information should include the length of time practicing in the
profession, familiarity with the technologies proposed and full-service or design, build, and operate projects.

- The Proposal should indicate whether, during the past (5) five years the Proposer or any member of the Core Project Team has failed to complete any contract, or has had any contract terminated for poor performance or default by the company; the company, any affiliate, or any officer of the company filed for bankruptcy.

- An outline for future solid waste disposal management options on Little Cayman and Cayman Brac.

4.3.2.2 Project Experience

The Proposer shall present its qualifications and experience in managing and processing municipal solid waste and the operation of a CSWDM & WTEF. In addition, experience should be provided for the development and implementation of a related public information program.

A description of at least two (2) similar projects shall be provided, including the history of operation, current status, and a description of the Proposer's specific involvement in these projects. Provide the following information for each identified project:

- Name and location of project.
- Client and owner.
- Key client contact including address and phone number.
- Applicability and relevance of referenced project.
- Description of Proposer's scope of responsibility.
- Description of System elements.
- Contract value.
- History of operations, including start-up date and years of service.
- Key Proposer project contact for the given project.
- Key Proposer personnel involved; if joint venture or partnership, indicate participating firms.
- Duration of contract(s) and number of renewals, if applicable.
• Major accomplishments and system performance levels.
• Other technical information to demonstrate relevance to proposed approach.

The Proposer shall describe the Proposer’s experience and record of compliance with permits, licenses, approvals, and other regulatory actions applicable to CSWDM & WTEF processing systems.

The Proposer shall discuss the Proposer’s (including team members’) overall safety program including any violations cited by governmental safety agencies or OSHA, recognized safety awards, and the Proposer’s lost-time accident record compared with industry standards.

Proposers shall describe the nature and depth of the research, development and management resources, which will be available to the Proposer in performing its obligations under the Agreement. The description shall include a discussion of the accessibility of such resources, including whether the resources are under common or affiliated management or are available by contract, license or other means. The Proposer’s research and development program shall be described, as well as the nature of the Proposer’s historical and planned long-term commitment to the solid waste industry.

### 4.3.3 Technical Approach

The technical approach shall include all of the technical elements of the Proposal. At a minimum, the technical approach shall include the following: (1) Detailed narrative description of the CSWDM & WTEF; (2) Proposer's technical specifications that comply with the minimum technical requirements including design basis information of Appendix A and B to Attachment B of the RFP; (3) conceptual drawings; (4) a Master Project Schedule; and (5) a detailed description of the Proposer's approach to operating and maintaining the CSWDM & WTEF.

#### 4.3.3.1 Facility Narrative Description

The Proposal must provide a clear and detailed description of the proposed approach to design, construction, and furnishing of the CSWDM & WTEF to meet the Acceptance Standards as defined in the Service Agreement, and the minimum technical requirements
specified in the Service Agreement and this RFP. The Proposal shall include a detailed narrative discussion of the proposed CSWDM & WTEF, clearly demonstrate how the CSWDM & WTEF will comply with the minimum technical requirements (including design), and include the detailed equipment data sheets, conceptual design drawings, master project schedule, and all other submittal elements described in this RFP. The narrative discussion and the Proposer's technical information must demonstrate that the proposed level of effort in terms of design and specification, management capability, labor requirements, and equipment is sufficient and can be reasonably expected to meet or exceed the requirements of this RFP and the Service Agreement.

The narrative shall address the following areas:

- System Description, including controls and detailed equipment list
- Waste Receipt and Processing Approach
- Permitting Approach
- Financing Approach
- Materials/Product Recovery and Marketing Approach
- Environmental Controls Approach
- Residue Disposal
- Performance Guarantees

Waste receipt and processing should address the maximum and minimum quantities of waste processed per day. The optimum range of tonnage per day and duration between waste intakes to finished product should be described. Quantify the conversion ratio of the process (tons of input to tons of end product). Provide this ratio for all the anticipated products to be produced.

4.3.3.2 Minimum Technical Requirements

Each Proposer shall provide the technical information and requirements that shall become Appendix C of the Service Agreement. Such information requirements shall, at a minimum, meet the technical requirements specified in Appendix A of the RFP. This section of the Proposal shall follow the order as outlined in the Table of Contents to
Appendix A of this RFP. The Proposer shall clearly indicate the major equipment and systems elements.

### 4.3.3.3 Master Project Schedule

The Proposer shall develop an overall critical path master project schedule that identifies all of the major tasks that are required to be completed during the period from the Contract Date through the Acceptance Date and completion of the CSWDM & WTEF. The schedule shall include all work or activities relating to obtaining construction permits, design, financing, procurement, construction, and start-up related activities to take place during that process in as much detail as possible.

At a minimum, the following tasks and milestones shall be included in the master project schedule (the Proposer must identify the breakdown between what it considers key milestones and normal tasks):

- Contract date.
- Detailed design.
- Permit approvals.
- Financial closing.
- Mobilization.
- Fabrication and delivery dates of major equipment.
- Duration of construction.
- Substantial completion date.
- Acceptance testing.
- Scheduled acceptance date.

The master project schedule shall indicate early start and finish dates, duration (in calendar days), progress to date, and total float for each task and milestone and shall form part of the Service Agreement. This schedule is for reference only during the procurement process, but must reflect the Proposer's planned schedule and activities since such schedule will eventually be included in the Service Agreement and, as such, the Contractor will be obligated to comply with such schedule.
4.3.3.4 Facility O&M during Operating Period

This section of the Proposal must present the technical aspects of the Proposer's plan to operate and maintain the Facility after Acceptance. The Proposer must provide the information necessary to convey that the Proposer has a clear and complete understanding of all operations and maintenance services required, including the management of staff; energy production and marketing; materials marketing; water consumption, reuse, discharge; and residue disposal.

The Service Agreement (including Schedules) contained as part of this RFP details the specific technical and performance requirements that must be met under the Service Agreement. The Proposer's technical submission shall include sufficient detail to enable the Cayman Islands Government to identify and understand the Proposer's approach and ability to comply with the requirements of the Service Agreement.

The Proposal must reflect the efficient operation of the Facility over the term of the Service Agreement in a manner consistent with the Cayman Islands Government objective of maintaining the Facility at a high standard of care that includes:

- Maximizing WTE availability and electrical output;
- Timely maintenance and repair, including good engineering and housekeeping practices to preserve aesthetics and protect against deterioration; and
- Prudent renewal and replacement of equipment and equipment components.

This section of the Proposal shall include the general CSWDM & WTEF management protocol and a summary of the CSWDM & WTEF Operation and Maintenance Plan. The summary of the Operation and Maintenance Plan must address the Proposer's approach for ordinary maintenance, major maintenance, and repairs and replacements to comply with the Service Agreement. It shall also include the initial equipment inventory and spare parts inventory.

The Company will be required to prepare and maintain a comprehensive staffing plan that documents the staffing structure and management. This section of the Proposal shall also provide an overview of the proposed staffing plan, including a list of professional staff.
licensed and qualified with experienced in the operation, maintenance, and management of solid waste processing systems similar in type and complexity and character to the proposed CSWDM & WTEF.

The Company is ultimately responsible for maintaining the optimum required number of staff and third party contractors as deemed appropriate to operate, maintain, and manage the CSWDM & WTEF in accordance with the provisions and terms of this Service Agreement. The Company shall describe its:

- Qualified management, supervisory, technical, and O&M personnel, including licensed and certified personnel hired or contracted by the Company to perform the services required.

- Specialists, as necessary, for process control, instrumentation, troubleshooting, engineering analysis, financial analysis, safety activities, training, data processing, emergency management, and other relevant activities.

The Proposer shall also provide, at a minimum, an organization and staffing chart, chain of command/responsibility, list of all personnel required for the CSWDM & WTEF, including job classifications, and the number of staff required for both the initial start-up phase and the long-term operation of the CSWDM & WTEF. The Proposer shall also describe training programs for all personnel employed. The Safety Plan shall also be described.

**4.3.3.5 Facility Expansion**

The Company shall describe its master plan for the Site to allow for easy future expansion of the CSWDM & WTEF, while maintaining full processing capacity. This section shall describe the layouts of the Sites, as included on the drawings. Narrative descriptions shall be provided for the construction procedures required to double the capacity of the CSWDM & WTEF while maintaining a minimum processing capacity for operation. Clearly describe any difference in design assumptions for the first module and future modules and the rationale for any such difference. Flexibility in choosing future expansion scenarios and the impact on the operability of the first module should be described. The Proposer
shall also describe how its design minimizes the impacts of future changes in building classifications that may result from future expansions to the CSWDM & WTEF.

The Proposer shall describe how its design of buildings will minimize the expense of future expansions. Such discussion may reference the Price Proposal Forms and the proposed price per ton at the recommended facility sizes.

4.3.3.5.1 Conceptual Drawings

The following conceptual drawings shall be provided as an attachment to the proposal and a brief textual description of each drawing shall be provided.

- Artist's rendering (minimum of 8 1/2 inch x 11 inch).
- Typical site Layout of the Facility including site entry and exit points, internal access roads, all buildings, and major services. Describe the site requirements, as applicable, e.g. acreage, access, utilities, etc.
- Process flow diagrams including flow rates (maximum / average) and size.
- Mass and energy balance of the Facility at the turn-down capacity and at the normal throughput capacity.
- Underground utilities plans.
- Architectural plans, sections and elevations of the Facility including dimensions of major components of the Facility.
- General arrangement drawing of the tipping area where the Cayman Islands Government and the public shall deliver waste.
- General arrangement drawings for all major equipment.
- Electrical single-line diagram.
- Building material specification and architectural details.
- Grading, site drainage and storm water management plan.
- Process and instrument diagrams for the major equipment systems.
- Landscaping plan.
- Foundation plan.
Each drawing shall be submitted on a minimum size paper of 11-inch X 17-inches unless otherwise noted and shall include sufficient detail to evaluate the Proposer's approach to providing a CSWDM & WTEF in accordance with the requirements of the Service Agreement. The conceptual drawings shall be bound separately and submitted with the technical approach. These drawings shall become Schedule 15 of the Service Agreement.

**4.3.3.7 Public Information and Environmental Protection**

The Proposer shall describe its proposed public information program in this section including a description of the environmental and human health protections that will be in place at the facility. Areas of focus include the following:

- Surface and ground water protections, and control of odor, noise, vectors, dust, emissions, and litter. Describe how the processing facility will be designed to process the material to prevent odors during delivery and processing. Discuss the design of the solid waste processing Facility relative to noise, dust problems, litter and other nuisances.
- Discuss the design and operations of the Facility relative to health and safety issues.
- Impacts on local traffic and surroundings infrastructure.
- Describe how material(s) to be produced will be marketed, including any existing agreements or contracts in place to purchase your materials/products.

Enclose letters of reference, if available, from regulators in jurisdictions where you are operating a facility similar to the one you propose to use to process Cayman Islands Government solid waste. The letters should address your company’s compliance with local regulations and ordinances, the level of verified complaints and your responsiveness to those complaints.

**4.3.4 Business Arrangement**

This section must present the business and financial aspects of the Proposer. All of the information requested for the Proposer shall also be provided for the Project Guarantor. The Proposer shall submit sufficient information so that the Cayman Islands Government
can evaluate the Proposer's ability to satisfy the Evaluation Criteria described in Section 5 and the Service Agreement. The information shall provide insight as to the credit rating, net worth, leverage, profitability in relation to size, liquidity and overall financial stability of the Proposer. Such information shall include a copy of the most recent three (3) years of annual audited reports. If the Proposer is not required to make periodic filings to regulatory agencies, the Proposer shall submit audited financial statements for the organization’s last three (3) fiscal years of operation.

The financial statement must include income statements, balance sheets, and changes in financial position. The Proposer shall provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Proposer, its parent, affiliates and subsidiaries in connection with other projects, whether by way of financial or performance commitments, guarantees, or otherwise that may put limitations on its financial exposure for this project. The Proposer shall also disclose any outstanding litigation that could adversely affect its financial condition if judgment is brought against the Proposer.

**4.3.4.1 Financing Plan**

The sources of funds for the Proposer’s financing plan must be indicated and the methods for interim and long-term financing explained. The Proposer should indicate whether a specific corporation or joint venture will be formed for the proposed project, and whether any of its other projects have been financed in this manner.

**4.3.4.2 Project Guarantor Commitment**

The Proposer to this RFP must have a Guarantor to fulfill all the financial obligations required for performance of the Contract Services. The Guarantor can be the contracting party, its parent company, or a substantially capitalized general partner that is an integral part of the Proposer's team. The Proposer must demonstrate to the Cayman Islands Government that the Guarantor meets all of the minimum requirements. The Guarantor shall provide full disclosure information regarding its financial condition.

The Proposer shall identify the Guarantor and describe how the proposed Guarantor shall guarantee, including any limits on the liability of the Guarantor, the requirements of the
RFP and the Service Agreement. The Proposer shall provide a letter of project commitment from its Guarantor.

### 4.3.4.3 Payment and Performance Bonds Requirement
Payment and performance bonds in the form specified by the Cayman Islands Government will be required of the Selected Proposer. The Proposer shall demonstrate the financial ability to secure the performance and payment of all obligations incurred in the performance of the design, construction work, and operations described in the Agreement. The Proposer may provide a performance bond or letter of credit or similar instrument acceptable to the Cayman Islands Government.

### 4.3.4.4 Contract Principles
The Proposer shall provide a mark-up of the Contract Principles. To the extent that any Proposer wishes to modify (or amplify) any such provision, the specific text of the proposed modification either should be clearly marked on the document or appended to the document in clearly typed riders.

### 4.3.5 Price and Revenue Sharing Proposal
The basis of payment by the Cayman Islands Government for the scope of services is described in this RFP, in Proposal Form 9 and Section 7 of the Contract Principles and will be finalized in negotiations with the selected Proposer. As part of its proposal, the Proposer shall clearly define the beginning and terminating points of its responsibilities under the project included in its price proposal. The Proposer shall indicate in detail how the company proposes to share revenue with the Government from the CSWDM & WTEF using Proposal Form 9.

### 4.3.6 Proposal Forms
The Proposer shall provide the information requested in Section 6.0, Proposal Forms and complete in detail all of the Proposal Forms. Similar information shall be provided for any alternate Proposals submitted by the Proposer.
5.0 EVALUATION OF PROPOSALS

5.1 EVALUATION PROCESS

The Central Tenders Committee (CTC) will implement the following procedure for determining the Selected Proposer (s):

- The CTC will review all proposals that were submitted and received by the specified time and date in the RFP.

- The CTC will review the proposals received to verify whether each proposal appears to be minimally responsive to the requirements of the RFP and that it meets the minimum evaluation requirements described below. Proposals deemed minimally responsive and qualified will be further evaluated by a Technical Committee.

- The Technical Committee members shall review and score each proposal based on the evaluation criteria described below.

- Clarifications regarding the proposals may be requested from Proposers by the Technical Committee as authorized by CTC.

- Additional information may be solicited from references to assist in the evaluation process.

- The Technical Committee will compile individual rankings for each proposal to determine committee recommendations. The final recommendation will be decided based on a consensus of the committee, in consideration of ranking criteria and any others deemed relevant by the Committee, within CTC guidelines. The Technical Committee’s recommendation report will be sent back to the Chairman of the CTC for a decision.
If selected to perform the work, the Proposer shall execute a Service Agreement Contract which incorporates the negotiated Contract Principles and terms.

5.2 MINIMUM EVALUATION CRITERIA

The Proposer must demonstrate in its Proposal that the Proposer meets certain minimum technical and financial qualification criteria. Satisfying these minimum criteria is mandatory.

The minimum technical qualifications are as follows:

- The Proposer must demonstrate that the company has successfully completed a CSWDM & WTEF that is similar in scope and scale to the Cayman Islands Government’s proposed facility and that the Proposer’s proposed technology and project approach can be used to construct the CSWDM & WTEF to the Cayman Islands Government’s satisfaction.

- The waste-to-energy system technology proposed must have been successfully implemented by the Proposer at a minimum of one (1) W-T-E facility that is currently commercially operating, or will be in full commercial operation within six (6) months of the proposer selection.

- The waste-to-energy system technology must have been implemented by the Proposer in at least one waste-to-energy plant with a modular unit size in the range of 50 tpd to 350 tpd.

- The Proposer or the operator element of the Proposer must have demonstrated experience at operating one or more waste-to-energy facilities and municipal solid waste landfill for a minimum period of two (2) years.
• The member of the Respondent’s Core Project Team that will provide construction services requested by this RFP must have licenses and permits as required by the Cayman Islands regulatory agencies, to provide those services.

• If landfill mining will be undertaken, the proposer must demonstrate experience and the ability to undertake the process successfully at the landfill site.

• Provide future solid waste management options for Cayman Brac and Little Cayman.

The **minimum financial criteria** are as follows:

• The Proposer must have a net worth of at least US$20 million (US$20,000,000.00) or be able to provide a financial guarantee to meet the minimum requirement;

• The Proposer must have a current ratio greater than 1:1; and

• No material changes must have occurred since the date of certification of the Proposer’s financial position that impairs the Proposer’s ability to meet its obligations with respect to completion of the project.

### 5.3 COMPARATIVE EVALUATION CRITERIA

After the review of the minimum evaluation criteria, Proposals that meet such criteria will be further evaluated in accordance with the comparative evaluation criteria. The Technical Committee will evaluate the Proposal based on the comparative criteria summarized below.

#### 5.3.1 Qualifications, Experience and Financial Capacity

The Technical Committee will evaluate the strength of the technical experience and qualifications of the Proposer. The Technical Committee will further evaluate the specific design firms for both conceptual and detailed design and construction firms for both
construction management and major construction components designated by the Proposer. The past performance and record of accomplishment by key personnel assigned to the Project, as evidenced by the Proposal and any other relevant information that may be obtained by the Technical Committee, will also be evaluated. Experience with the technologies proposed for the Project will be evaluated favorably.

The Technical Committee will evaluate the financial strengths of the Proposers and their Guarantor(s), including any changes in the Proposer’s financial capacity over the last 3 years. The financial capacity assessment will consider the adequacy of the Proposer to assure the full and timely performance of the Company’s obligations under the Service Agreement and the overall financial stability of the Proposer.

5.3.2 Compliance with Technical Requirements and Contract Principles

The Technical Committee will evaluate the technical capability of the CSWDM & WTEF to comply with the technical requirements presented in the Technical Specifications (Appendix A to Attachment B) and terms and conditions presented in the CSWDM & WTEF Contract Principles (Attachment B). The number of similar operating facilities, the ability of the proposed facilities to accept all waste types, the usefulness and value of products from the process, and the environmental impacts will be considered.

The proposed processing capacity and the CSWDM & WTEF overall ability to accommodate future changes in technology, expandability of the buildings, and/or the addition of modular processing units will be considered. The degree to which expansions can occur without impacting operation of earlier phases (i.e., required shutdowns of the existing Facilities) as well as a minimization of disturbance of the Sites with each new phase will also be included in this criterion.

This criterion will include an evaluation of the aesthetics of the CSWDM & WTEF, including not only structural features and architectural profile, but also the aesthetic presentation of the entrance, grounds, landscaping, security features, surrounding areas, and aerial and public view perspectives of the CSWDM & WTEF. Greater attention will be given to the areas of the CSWDM & WTEF that will be visible to the general public.
The capability to provide future cost effective solid waste disposal management services and programmes on the Sister Islands.

5.3.3 Business Arrangement

The Technical Committee will evaluate the proposals on the basis of Proposer’s willingness to fully guarantee performance of the CSWDM & WTEF and the extent of any deviations or exceptions from the risk allocation and terms and conditions of the proposed Contract Principles.

5.3.4 Price and Revenue Sharing Evaluation Criteria

The Cayman Islands Government will evaluate the Proposals on the basis of the price of disposal being offered over the Contract Term, revenue sharing, and the price risk of the offer, as to the fixed and variable nature of the charges, if applicable. The prices submitted in Proposal Form 9 will comprise the basis for the price analysis.

Information provided in the Proposal with respect to the processing capacity guarantee, process residue guarantee, and fixed and variable Service Fee components will be used for evaluation. In general, the economic model reflects the terms and conditions contained in the proposed Service Agreement.

The revenue sharing will be evaluated on the detailed information provided by the Proposer including when revenue sharing commences, on which products, and the annual amount.

5.4 PROPOSAL EVALUATION

The maximum number of points assigned for each of the major criteria is indicated below for a total of one hundred (100) points. Points will be assigned based on the relative qualitative differences in the Proposals. The CTC reserves the right, in its sole discretion, to determine the relative number of points awarded under each criterion based on the Technical Committee evaluation of the Proposal information considered for each such
criterion. All Proposals will be scored relative to the maximum number of points assigned for each major grading criterion as follows:

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<tr>
<th>GRADING CRITERIA</th>
<th>POINTS</th>
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<tr>
<td>1. Experience and Qualifications</td>
<td>25%</td>
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<tr>
<td>- Corporate</td>
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<td>- Project experience</td>
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<tr>
<td>2. Technical Approach</td>
<td>30%</td>
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<td>- Proven Technology</td>
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<tr>
<td>- Technical Requirements</td>
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<td>- Capacity and future options for the Sister Islands</td>
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<td>- Environmental impacts and protections</td>
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<td>- Performance Guarantees</td>
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<td>3. Business Arrangement</td>
<td>25%</td>
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<tr>
<td>- Financing Plan</td>
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<td>- Project Guarantor</td>
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<td>- Payment and Performance Bonds</td>
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<tr>
<td>4. Price and Revenue Sharing</td>
<td>20%</td>
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<tr>
<td>- Pricing</td>
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<tr>
<td>- Revenue sharing mechanism</td>
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**Total Possible Points** 100%

The Technical Committee and the CTC will consider Grading Criteria and any other factors they deem relevant, in their sole discretion, when determining whether a Proposal is in the Cayman Islands Government’s best interests.
6.0 PROPOSAL FORMS

6.1 Overview of Proposal Forms

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The information contained in the Proposal Forms, including pricing, shall remain in effect for twelve (12) months after the Proposal Submission Date. During such time, and presumably well before the expiration of the twelve (12) month period, the Cayman Islands Government anticipates execution of the Agreement. The required Proposal Forms are outlined below and provided in this RFP.

Proposers shall submit complete sets of the following Proposal Forms.

1. Declaration Statement
2. Corporate Certification
3. Participating Firms
4. Key Project Staff
5. Non-Collusion Affidavit, Pricing Commitment, and Addendum Acknowledgement
6. Guarantor Acknowledgement
7. Disclaimer Statement
8. Major Equipment List and Specifications of Major Equipment/Systems
9. Price and Service Price Proposal
10. Statement of litigation that firm or staff is currently involved in, or has been involved in over the past five (5) years, stating points of contention and results if available
11. Proposer Qualification Form
12. Insurance Requirements
13. Performance Guarantees
14. Environmental Guarantees
15. Product Specification Guarantees
16. Proposer’s Checklist
17. Technical Description of the CSWDM & WTEF
18. Master Project Schedule
19. Sister Islands future Solid Waste Disposal Management Options
The subsequent paragraphs present an overview of each Proposal Form including the requirements the Proposer must adhere to in completing and including the Proposal Forms in the Technical Proposal. All Technical Proposal Forms shall be reproduced and completed for each of the Proposals submitted.

**Proposal Form 1: Declaration Statement**
This Proposal Form requires the Proposer to declare that he has examined the Scope of Services, and informed himself fully in regard to all conditions pertaining to the work to be done and that the Proposal being submitted is in all respects fair and in good faith, without collusion or fraud.

**Proposal Form 2: Corporate Certification**
This Proposal Form certifies that the person submitting the Proposal is authorized to execute and deliver in the name and on behalf of the Corporation all documents, letters, certificates and other instruments required in connection with the Corporation's Proposal to the Cayman Islands Government.

**Proposal Form 3: Participating Firms**
Proposers shall complete this Proposal Form, which requires the Proposer to disclose all firms that will be significant participants in providing the services, and to supply additional information about each participating firm. Proposers should, at a minimum, refer to the Core Project Team members, as identified in Section 4.0 of the RFP. Proposers shall copy the second portion of the Proposal Form and separately complete the required information for each participating firm.

**Proposal Form 4: Key Project Staff**
The Proposer shall duplicate and complete this Proposal Form for all key project staff members to perform services. At a minimum, forms shall be completed for the following individual team members:

- Project Manager/Director
- Construction Manager
- Design Manager
- Operations Manager

Each team member shall provide at least two (2) similar reference projects that she/he has worked on; detailing individual responsibilities. Additional forms may be provided for other key team members critical for demonstrating Proposer’s qualifications to perform the services.

**Proposal Form 5: Non-Collusion Affidavit, Pricing Commitment and Addendum Acknowledgment**

This Proposal Form shall be executed in the corporate name by an officer of the entity authorized to sign, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature. Proposals by partnership shall include the official business address of the partnership, and the state of organization shall be shown below the signature. Proposals by a joint venture shall be similarly executed by all joint venture partners. Proposer shall acknowledge receipt for all addenda to the RFP. Failure to acknowledge receipt of all addenda to the RFP may result in rejection of Proposal.

**Proposal Form 6: Guarantor Acknowledgment**

The Proposer must have the Guarantor for the Contract Services complete and sign this Proposal Form. The Guarantor can be the contracting party, its parent company, or a substantially capitalized general partner that is an integral part of the Proposer’s team. This Proposal Form commits the Guarantor to fulfill all the financial obligations required for performing the Contract Services as described in the RFP and in accordance with the provisions outlined in the Service Agreement throughout the contract Term. The Form of Guaranty anticipated to be required will be addressed in the Service Agreement.

**Proposal Form 7: Disclaimer Statement**

This Proposal Form releases the Cayman Island Government from responsibility for the accuracy of information contained in this RFP.
Proposal Form 8: Major Equipment List and Specifications of Major Equipment and Systems

The Proposer shall summarize the technical elements of the proposal corresponding with the Technical Proposal narrative (see Section 4.3.3.1 of this RFP) using this Proposal Form. The system data sheets shall summarize the key components and parameters of each of the applicable systems. Such systems shall correspond to the narrative discussion of the Technical Proposal, and shall demonstrate compliance with the minimum technical requirements of this RFP and the Service Agreement. Modifications planned by the Proposer to any system not mentioned in the narrative discussion of the Technical Proposal shall be described in a similar level of detail as shown in this Proposal Form and shall also demonstrate compliance with the minimum technical requirements of this RFP and the Service Agreement. The Proposer is solely responsible for developing the equipment specifications and system design for the purpose of meeting the RFP technical requirements, operating standards, performance guarantees, and environmental guarantees.

The equipment specification form provided as the last two (2) pages of this Proposal Form shall be reproduced, as necessary, and completed for each of the major equipment components specified on each applicable system specification sheet. The Proposer is not required to complete sections of this Proposal Form applicable to systems or equipment that are not proposed to be provided. For such systems or equipment, the Proposer shall clearly indicate "not applicable" in the appropriate space. Equipment Data Sheets shall become Schedule 16 to the Service Agreement.

Proposal Form 9: Price and Revenue Sharing Proposal

The Proposer shall complete this Proposal Form by providing its proposed price for provision of the required services as well as the itemized cost for implementing each element of the Proposal. The costs shall include all costs for developing, designing, permitting, constructing, start-up, and Acceptance Testing the processing CSWDM & WTEF as set forth in the Contract Principles.
The Cayman Island Government will consider each subtotal as the complete cost for each individual project component. The Cayman Island Government will evaluate proposals based on the service price and may use the subtotals and sum-total as representing binding price guarantees in analyzing and comparing costs. The items listed on each of these forms are intended to represent the complete cost listing of all equipment, and systems. Proposers shall add items or projects as appropriate by additional line items.

The revenue sharing information and details must be summarized on Form 9 and include the projected commencement date of revenue sharing, which products are involved, annual estimates of revenues, or alternative revenue options. Additional paper can be used to submit the relevant information. The Proposer is advised that the Cayman Island Government reserves the right to eliminate any of the Proposal elements.

**Proposal Form 10: Statement of Litigation**

Identify any pending litigation or litigation completed in the last five-years regarding: 1) environmental performance, including violations; 2) performance of equipment; and 3) matters affecting credit of the Company. List any lawsuit involving criminal charges, fraud, and/or the effectiveness or failure of the organic waste collection program or processing facility, that your organization, or any member of your project team, has been party to during the last five (5) years. Identify lawsuit by name, number, date filed, parties, and your claim or participation.

**Proposal Form 11: Proposer's Qualification Form**

The Proposer’s Qualification Form is the standard qualification form issued by the Cayman Island Government. Qualifications information that appears elsewhere in the Proposal may be cross-referenced.

**Proposal Form 12: Insurance Requirements**

The insurance requirements presented in this proposal form are the minimum, mandatory requirements of the Cayman Islands Government. Additional insurance that may be required by the Cayman Island Government or local applicable laws shall be the obligation of the Company, at its sole cost and expense.
Proposal Form 13: Performance Guarantees
This Proposal Form provides the Performance Guarantees for the CSWDM & WTEF. Compliance with these Guarantees shall be determined during Acceptance Testing. The Performance Guarantees shall become Schedule 2 of the Service Agreement.

Proposal Form 14: Environmental Guarantees
This Proposal Form provides the Environmental Guarantees for the CSWDM & WTEF. Compliance with these Environmental Guarantees shall be determined during Acceptance Testing. The Environmental Guarantees shall become Schedule 3 of the Service Agreement.

Proposal Form 15: Product Specification Guarantees
Proposers shall duplicate and complete this Proposal Form, which provides the Product Specification Guarantees for each type of Marketable Recovered Product. Proposers shall provide a Letter of Interest from the Intended Market and attach same to this Proposal Form for each type of Marketable Recovered Product. The Product Specification Guarantees shall become Schedule 4 of the Service Agreement.

Proposal Form 16: Proposer’s Checklist
A checklist of Proposal requirements is included in this Proposal Form for the benefit of the Proposer and shall be signed and included with the Proposal Forms. This checklist is not intended to be a complete list of all items required by the RFP.

Proposal Form 17: Technical Description of CSWDM and WTE Facilities
In addition to the textual descriptions provided in response to Section 4 of this RFP, Proposers shall provide a technical description of the facilities in a tabular format.

Proposal Form 18: Master Project Schedule
A complete schedule in the form provided in Proposal Form 18 or, at the Proposer’s discretion, a critical path or Gantt chart project schedule that includes, at a minimum, the tasks listed in Proposal Form 18.
Proposal Form 19: Sister Islands Solid Waste Management Options

Proposers should provide an outline of potential future solid waste management disposal options for the Sister Islands of Cayman Brac and Little Cayman. The Government would like to know if the Proposer has the capability to undertake such a future project. However, a more detailed assessment will need to be undertaken at a future date by the successful Proposer.
ATTACHMENT A

PROPOSAL FORMS

CAYMAN ISLANDS
COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT AND
WASTE-TO-ENERGY FACILITY
(CSWDM & WTEF)

REQUEST FOR PROPOSALS
## LIST OF PROPOSAL FORMS

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
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<tbody>
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<td>16.</td>
<td>Proposer’s Checklist</td>
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<td>17.</td>
<td>Technical Description of W-T-E Facilities</td>
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<td>18.</td>
<td>Master Project Schedule</td>
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<td>19.</td>
<td>Sister Islands future Solid Waste Disposal Management Options</td>
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</table>
PROPOSAL FORM 1: DECLARATION STATEMENT

RFP NO. __________________________ DATE DUE: November 19th 2010 @ 12:00 Noon

Company’s Legal Name: __________________________________________________________


Dear Chairman, CTC:

The undersigned, as Proposer hereby declares that he has examined the Scope of Services, and
informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer
further declares that the only persons, company or parties interested in this Proposal or the
Contract to be entered into as principals are named herein; that the Proposal is made without
connection with any other person, company or companies making a Proposal; and it is in all
respects fair and in good faith, without collusion or fraud. The services to be furnished by us shall
be performed in accordance with the requirements of the Request for Proposal.

The undersigned does agree, should this Proposal be accepted, to execute the form of contract
negotiated and present the same for approval within a reasonable period of time. The undersigned
do further agree that failure to execute and deliver said forms of contract in a reasonable period of
time will result in damages to the company.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____________ day
of the month of ______________, 2010 in the offices of ________________________,
located at address __________________________________________________________

Check one of the following:

☐ Sole Proprietorship
☐ Corporation or P.A.
☐ Limited Partnership
☐ General Partnership

Phone No. __________________________ Fax No: __________________________

Company Address: __________________________________________________________

Print Name and Title: __________________________________________________________

Signature: __________________________ Date: __________________________

Print Name and Title: __________________________________________________________

Signature: __________________________ Date: __________________________
PROPOSAL FORM 2: CORPORATION CERTIFICATION***

I, ____________________, a resident of _________________________
in the Country / State of ____________________________, DO HEREBY CERTIFY:
that I am the Clerk/Secretary of ____________________________ a
Corporation duly organized and existing under and by virtue of the laws of the
Country / State of ____________________________; that I have custody of the records
of such Corporation; and that as of the date of this certification ___________ is an
_________________________ *(Officer) ____________________________ *(Title)
authorized to execute and deliver in the name and on behalf of the CORPORATION all
documents, letters, certificates and other instruments which have been executed by such
Officer on behalf of the Corporation in connection with the Corporation’s Proposal to
delivered in response to the Cayman Islands Government’s Request for Proposals for a

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of
such Corporation this ___ day of _________ 20___.

(Affix Seal Here)

** __________________________
Clerk/Secretary

Notes

*This must be the name of the person authorized in your by-laws to sign contracts.

**Since an officer cannot self-certify, this must be signed by someone other than the person
signing the contract.

***Separate certifications shall be submitted if more than one corporate officer has executed
documents as part of the Proposal.
PROPOSAL FORM 3: PARTICIPATING FIRMS

All firms that will be significant participants in providing the services set forth in this RFP (the "Participating Firms") are identified below. Such firms shall include, as applicable, (1) the new company, if any, to be formed for the sole purpose of executing and performing the Agreement; (2) the firm that will design the comprehensive solid waste disposal management and waste-to-energy facility; (3) the firm that will construct the waste management and processing System; (4) the firm that will provide operating and maintenance services; (5) the Guarantor; and (6) any other significant participant.

1. ________________________________
2. ________________________________
3. ________________________________
4. ________________________________
5. ________________________________
6. ________________________________
7. ________________________________
8. ________________________________
9. ________________________________
10. ________________________________
11. ________________________________
12. ________________________________

Include a summary of the services and responsibilities of each Participating Firm, limited to one page or less in length for each firm.

____________________________________
Name of Proposer

____________________________________
Name of Authorized Signatory

____________________________________
Signature

____________________________________
Title
PARTICIPATING FIRM INFORMATION

(This portion of the Proposal Form shall be completed separately for each Participating Firm).

Name in Full of Participating Firm:

__________________________________________________________

Principal Business Address: __________________________________

__________________________________________________________

Project Role (Proposer, Project Guarantor, Design Engineer, Construction Contractor, Operator, or Other) __________________________________

Principal Contact Person(s), and phone, fax and E-mail contact information:

__________________________________________________________

__________________________________________________________

Form of Business Concern:
(Corporation, Partnership, Joint Venture, Other)

__________________________________________________________

__________________________________________________________

If a partnership, give names of partners; if a corporation, give names of officers with authority to sign in name of corporation:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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State where incorporation or partnership was formed: ________________

Date incorporated or formed: ________________________________
The Participating Firm is committed to performing the services and responsibilities, which the Proposer has described as to be performed by the Participating Firm in this Proposal Form. The Participating Firm must supply evidence that it is authorized to do business in the Cayman Islands.

The Participating Firm is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Participating Firm to perform its obligations contemplated by the Proposal. The performance of all obligations of the Participating Firm contemplated by the Proposal has been authorized by all required action of the Proposer, including any action required by any charter, by-laws, and partnership agreement, as the case may be, and any Applicable Laws which regulate the conduct of the Participating Firm’s affairs. The performance of all obligations of the Participating Firm contemplated by the Proposal does not conflict with and does not constitute a breach of or event of default under any charter, by-laws or partnership agreement, as the case may be, of the Participating Firm or any agreement, indenture, mortgage, contract or instrument to which the Participating Firm is a party or by which it is bound.

There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental body against the Participating Firm wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Participating Firm of its obligations hereunder or the other transactions contemplated by the Proposal, or which, in any way, would materially adversely affect the validity or enforceability of the obligations proposed to be undertaken by the Participating Firm, or any agreement or instrument entered into by the Participating Firm in connection with the transaction contemplated hereby.

No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Participating Firm has been adjudicated to be in violation of any Cayman Islands environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of anti-trust or similar laws within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

Name of Participating Firm

Name of Authorized Signatory

Signature

Title
PROPOSAL FORM 4: KEY PROJECT STAFF

(Please copy and complete this form for key project staff members. Attach additional pages as necessary.)

GENERAL INFORMATION
Name: ___________________________________________ Firm: __________________________
Year employed by firm: ______ years. Solid waste management professional experience: ________ years; and W-T-E ________ years. Professional registration and licenses (certificate or license no./type/state/year) and expire date: __________________________
_________________________________________________________________________________

PROJECT-SPECIFIC INFORMATION
Title/Assignment: __________________________________________
Description of Role/Responsibilities: ________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
Percent of Time Devoted to This project: ___________ (____%)

REFERENCE PROJECT EXPERIENCE
Project: __________________________________________
Location: __________________________________________
Current Status: __________________________________________
Dates of Involvement: From: ________ Through: ________
Description of Specific Roles and Responsibilities: _________________________________
_________________________________________________________________________________
_________________________________________________________________________________
Contact Person: __________________________________________
Title: __________________________________________ Address: __________________________
Phone: __________________________________________
Fax: __________________________ E-mail: __________________________
**PROPOSAL FORM 5: NON-COLLUSION AFFIDAVIT, PRICING COMMITMENT, AND ADDENDUM ACKNOWLEDGEMENT**

I, _______________________________ of District/ City of ________________________, in the Country of __________________________, of full age, being duly sworn on oath depose and say that: I am _______________________________ of the firm of _______________________________.

I, _______________________________ the Proposer making the Proposal for a comprehensive solid waste disposal management and waste-to-energy Facility and that I executed the said Proposal with full authorization to do so, that said Proposer has not, directly or indirectly, entered into any agreement participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Cayman Islands Government relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Agreement for the said services.

The Proposer understands the RFP and Agreement, and has based the Proposal on the risk allocation contained in the RFP and Agreement. The Proposer accepts all the terms and conditions contained in the Agreement and will sign the Agreement [upon selection by the Commission.]

I have submitted all Proposal Forms, which are incorporated into this Proposal by this reference.

I further certify:

   a. that neither the Proposer nor any member of the Proposer’s team is currently suspended or debarred from doing business with any Government entity;

   b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;

   c. that the information supplied by the Proposer in this Proposal is current, truthful and complete;

Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available at the Cayman Islands Government, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper or incidental to the Contract Services as required by and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the Cayman Islands Government and mailed to the undersigned prior to the date for the operating proposals, whether received by the undersigned or not, for the Service Fee stated in the Proposal as elected to be implemented by the Cayman Islands Government’s sole discretion.
I acknowledge receipt of Addenda:

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I further warrant that no person or selling agency has been employed or retained to solicit or secure such Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _______________________.

_____________________________________________________
Name of Proposer

________________________
Print Name of Authorized Signatory

________________________
Title

_____________________________________________________
Signature Date

**Note:**
If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's commission to execute the Proposal shall be attached.

If this Proposal is being submitted by a joint venture, it shall be executed by all joint venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

(Notary Public)
District / State of________________________
Country of________________________

On this ____________ day of ______________________, 2010 before me appeared ____________, personally known to me to be the person described in and who executed this ____________ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

________________________________
Notary Public Signature and Date
(seal)

_____________________________________________________
(Print Name)

Located at ______________________________

My Appointment Expires____________________
PROPOSAL FORM 6: GUARANTOR ACKNOWLEDGEMENT

_________________________________________________________________________(the “Proposer”) has submitted herewith a Proposal in response to the Cayman Islands Government’s Request for Proposals for a CSWDM & WTEF. The RFP requires the selected Proposer to enter into the Agreement to design, permit, finance, construct, start-up acceptance test, own, and operate the Facility to meet certain Performance Guarantees, to comply with all applicable permits, licenses, approvals and other Applicable Law, and to perform the other related and ancillary services described in this RFP. The Guarantor has reviewed the Proposer’s Proposal, which will form the basis of the Service Agreement.

The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer set forth in the Proposal in the event the Proposer is selected for final negotiations and execution of the Service Agreement, and to execute a separate Guaranty in the form presented in Attachment B.

The Guarantor further acknowledges that there will be no stated maximum dollar limitation or cap on the liability of the Guarantor under the Guaranty to pay any damages or other amounts that may be due the Cayman Islands Government on account of any non-performance by the Company under the Service Agreement.

Name of Guarantor

________________________________________________________________________

Print Name of Authorized Signatory Title

Signature Date
PROPOSAL 7: DISCLAIMER STATEMENT

The information contained in the RFP has been prepared by the Cayman Islands Government and while such information is believed to be accurate and reliable the Cayman Islands Government makes no representation as to such accuracy or reliability. In no way shall any such information, however, constitute a representation or warranty by the Cayman Islands Government or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, and subcontractors (the "Cayman Islands Government Representatives").

By its receipt of this RFP, the Proposer releases and forever discharges the Cayman Islands Government and its Representatives from any and all claims, which such Proposer has, had or may hereafter have arising out of any information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Name of Proposer

______________________________
Print Name of Authorized Signatory  Title

______________________________  ____________________
Signature  Date
**PROPOSAL FORM 8: MAJOR EQUIPMENT LIST AND SPECIFICATIONS OF MAJOR EQUIPMENT/SYSTEMS**

Major Equipment Components (Please list manufacturer and capacity)

<table>
<thead>
<tr>
<th>Equipment</th>
<th>No. of Units</th>
<th>Supplier</th>
<th>Size/Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
### SPECIFICATIONS OF MAJOR EQUIPMENT/SYSTEMS
(Copy and complete this form for all Major Equipment/Systems; Attach additional pages if necessary)

<table>
<thead>
<tr>
<th>General information</th>
<th>Proposer - Specific Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Equipment/System:</td>
<td>_______________________________</td>
</tr>
<tr>
<td>Manufacturer:</td>
<td>_______________________________</td>
</tr>
<tr>
<td>Identification/Model No.:</td>
<td>_______________________________</td>
</tr>
<tr>
<td>Number of Units:</td>
<td>_______________________________</td>
</tr>
<tr>
<td>Location:</td>
<td>_______________________________</td>
</tr>
<tr>
<td>Other:</td>
<td>_______________________________</td>
</tr>
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<td></td>
<td>_______________________________</td>
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<td></td>
<td>_______________________________</td>
</tr>
</tbody>
</table>

### Design/Operational Parameters

<table>
<thead>
<tr>
<th>Proposer - Specific Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity:</td>
</tr>
<tr>
<td>Size/Dimensions:</td>
</tr>
<tr>
<td>Other:</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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**Page 68**
### Materials of Construction

<table>
<thead>
<tr>
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<tbody>
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<td>---------------------------------</td>
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</tr>
</tbody>
</table>

### Proposer - Specific Information

<table>
<thead>
<tr>
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<tbody>
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<td>---------------------------------</td>
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</tr>
</tbody>
</table>

### Other Features

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>---------------------------------</td>
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<td>---------------------------------</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
</tr>
</tbody>
</table>

### NOTES:

1. Proposer shall duplicate this form for all major equipment and system required.
2. Proposer shall include all additional parameters regarding Design/Operational requirements that are applicable to the given system and/or equipment.
3. Proposer shall identify each major component of the equipment and system.
PROPOSAL FORM 9: PRICE AND REVENUE SHARING PROPOSAL

Please complete this Proposal Form by inserting the numbers (in United States Dollars (US$) and Metric Tons as required) from the Sections and Schedules to the Contract Principals as indicated:

A.1 FIXED COST COMPONENT

1. Fixed Cost Component – Initial 25 year term (FCC) $____________ per year
   - Renewal Option (FCC₁) $____________ per year

The FCC is the annual fixed cost component of the Service Fee based on a processing capacity guarantee of _______ [Specify: tpy __________]. The FCC for the renewal option as defined in Section 7 of Contract Principles will be FCC₁.

In the event the Cayman Islands Government exercises its right to purchase the CSWDM & WTEF for the Transfer Price, such Transfer Price shall compensate the Company for the full cost of the CSWDM & WTEF and technology transfer, including without limitation, the fixed cost component included in item (1) above.

A.2 VARIABLE COST COMPONENT (O&M) FEE

1. Service Fee $____________ / Ton

The Service Fee is based on the Metric tons of Acceptable Waste received and Processed as defined in Section 7 of Contract Principles.

A.3 PROCESS RESIDUE TRANSPORTATION COST

$_________Ton-Mile
(per roundtrip mile)

B. PROJECT COST BREAKDOWN

1. Project Development Costs
   - Planning and Permitting $____
   - Other Regulatory Approval Process $____
   - Engineering and Design Costs $____
   - Other (specify) $____
   ________________________________

Subtotal $____
2. **Project Management**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>$______</td>
</tr>
<tr>
<td>Insurance</td>
<td>$______</td>
</tr>
<tr>
<td>Implementation/Community Involvement</td>
<td>$______</td>
</tr>
<tr>
<td>Program Including Public Outreach Activities</td>
<td>$______</td>
</tr>
<tr>
<td>Other Administrative Costs</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$______</td>
</tr>
</tbody>
</table>

3. **Site Work**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Preparation</td>
<td>$______</td>
</tr>
<tr>
<td>Foundation</td>
<td>$______</td>
</tr>
<tr>
<td>Landscaping/Restoration</td>
<td>$______</td>
</tr>
<tr>
<td>Roads, Parking, Lighting, Fencing, etc.</td>
<td>$______</td>
</tr>
<tr>
<td>Utility Interconnections</td>
<td>$______</td>
</tr>
<tr>
<td>Electric Transmission Facilities</td>
<td>$______</td>
</tr>
<tr>
<td>Construction Materials</td>
<td>$______</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$______</td>
</tr>
</tbody>
</table>

4. **Buildings**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Facility</td>
<td>$______</td>
</tr>
<tr>
<td>Equipment Storage/Maintenance</td>
<td>$______</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$______</td>
</tr>
</tbody>
</table>

5. **Startup Commissioning**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Start-up Inspection, Testing, and Operations</td>
<td>$______</td>
</tr>
<tr>
<td>Acceptance Testing</td>
<td>$______</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$______</td>
</tr>
</tbody>
</table>

6. **Other Direct and Indirect Costs**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>$______</td>
</tr>
<tr>
<td>Licenses, Patents, Royalties (if applicable)</td>
<td>$______</td>
</tr>
<tr>
<td>Record Drawings, O&amp;M Manuals, and Training</td>
<td>$______</td>
</tr>
<tr>
<td>Performance Bond During Construction</td>
<td>$______</td>
</tr>
<tr>
<td>Financing Costs</td>
<td>$______</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$______</td>
</tr>
</tbody>
</table>
8. **Annual Operations and Maintenance for Collection and Processing**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$______</td>
</tr>
<tr>
<td>Utilities</td>
<td>$______</td>
</tr>
<tr>
<td>Consumables</td>
<td>$______</td>
</tr>
<tr>
<td>Repairs and Maintenance</td>
<td>$______</td>
</tr>
<tr>
<td>Residue Handling</td>
<td>$______</td>
</tr>
<tr>
<td>Product Marketing</td>
<td>$______</td>
</tr>
<tr>
<td>Property Taxes</td>
<td>$______</td>
</tr>
<tr>
<td>Management Fees</td>
<td>$______</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$______</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$______</td>
</tr>
</tbody>
</table>

9. **Total Project Costs (US$): ________________**

C. **TRANSFER PRICE**

<table>
<thead>
<tr>
<th>Operating Contract</th>
<th>Calendar Year</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>(2011)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 2</td>
<td>(2012)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 3</td>
<td>(2013)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 4</td>
<td>(2014)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 5</td>
<td>(2015)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 6</td>
<td>(2016)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 7</td>
<td>(2017)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 8</td>
<td>(2018)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 9</td>
<td>(2019)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 10</td>
<td>(2020)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 11</td>
<td>(2021)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 12</td>
<td>(2022)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 13</td>
<td>(2023)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 14</td>
<td>(2024)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 15</td>
<td>(2025)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 16</td>
<td>(2026)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 17</td>
<td>(2027)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 18</td>
<td>(2028)</td>
<td>$______</td>
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<tr>
<td>Year 19</td>
<td>(2029)</td>
<td>$______</td>
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<tr>
<td>Year 20</td>
<td>(2030)</td>
<td>$______</td>
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<tr>
<td>Year 21</td>
<td>(2031)</td>
<td>$______</td>
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<tr>
<td>Year 22</td>
<td>(2032)</td>
<td>$______</td>
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<tr>
<td>Year 23</td>
<td>(2033)</td>
<td>$______</td>
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<tr>
<td>Year 24</td>
<td>(2034)</td>
<td>$______</td>
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<tr>
<td><strong>Year 25</strong></td>
<td>(2035)</td>
<td>$______</td>
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<tr>
<td>Year 26</td>
<td>(2036)</td>
<td>$______</td>
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<tr>
<td>Year 27</td>
<td>(2037)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 28</td>
<td>(2038)</td>
<td>$______</td>
</tr>
<tr>
<td>Year 29</td>
<td>(2039)</td>
<td>$______</td>
</tr>
</tbody>
</table>
D. REVENUE SHARING

Please provide a detailed summary of the proposed revenue sharing mechanisms from the CSWDM & WTEF including when revenue sharing will start, which products will be involved, estimated annual amount, royalties, or other revenue sharing options.
PROPOSAL FORM 10: STATEMENT OF LITIGATION

Litigation information: Identify any pending litigation or litigation completed in the last five-years regarding: 1) environmental performance, including violations; 2) performance of equipment; and 3) matters affecting credit of the Company. List any lawsuit involving criminal charges, fraud, and/or the effectiveness or failure of the WTE process, that your organization, or any member of your project team, has been party to during the last five (5) years. Identify lawsuit by name, number, date filed, parties, and your claim or participation.

Project name: _______________________________________
Project location: _______________________________________
Lawsuit name: _______________________________________
Lawsuit number: __________________ Date of Lawsuit: ________________
Cayman Islands Government/State where filed: ____________________
Parties involved: _______________________________________
Nature of Claim: _______________________________________
Outcome: _____________________________________________

Within the past five years, has your organization or any member of your project team, ever been terminated or unilaterally elected to terminate from a project before completion or failed to complete any work awarded? If so, please give the following information on each instance in that time period.

Project name: _______________________________________
Project location: _______________________________________
Client: _____________________________________________
Address: ___________________________________________
Contact name/ telephone No: ___________________________
Date of termination: _________________________________
Reason for termination: ______________________________

Has your organization or any of its principals ever petitioned for bankruptcy? _____ If yes, enter the date(s) ____________________

Have any of your clients, on whose projects your organization or any member of your project team has worked in the past five years, made any claims involving contract disputes against your organization or any project team members? If yes, explain. (Use additional paper, if necessary): ________________________________
LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<table>
<thead>
<tr>
<th>% Completed</th>
<th>Project</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>$</td>
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<tr>
<td></td>
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</tbody>
</table>

LIST CURRENT PROJECTS IN WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Have you, at any time, failed to complete a project? ☐ Yes ☐ No (If the answer is yes, submit details on separate sheet and include.

REFERENCES:

Bank(s) Maintaining Account(s):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Name of Organization: __________________________

By: __________________________________________

Title: _________________________________________

Attested By: _________________________________

Title: _________________________________________ Date: _______________
PROPOSAL FORM 12. INSURANCE REQUIREMENTS

(1) The amounts and types of insurance coverage shall conform to the Cayman Islands Insurance Laws and regulations and brokered in the Cayman Islands or be of acceptance to the Cayman Islands using appropriate forms and endorsements or their equivalents.

(2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.

(3) Coverage’s shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the Project by the Owner or as specified in this Agreement, whichever is longer.

(4) Certificates of insurance (3 copies) acceptable to the Owner shall be filed with the Cayman Islands Government within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional.

(5) The Contractor and/or its insurance carrier shall provide thirty (30) days written notice or as required by law whichever is greater to the Owner of policy cancellation or non-renewal on the part of the insurance carrier or the Contractor.

(6) All insurance coverage’s of the Contractor/Consultant/Professional shall be primary to any insurance or self insurance program carried by the Owner applicable to this Project.

(7) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

(8) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractors work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by the Owner.

(9) Should at any time the Contractor/Consultant/Professional not maintain the insurance coverage’s required herein, the Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage’s and charge the Contractor for such coverage’s purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage’s purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverage’s shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

(10) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor/Consultant/Professional shall furnish to the Cayman Islands Government, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the date of their expiration. Failure of the Contractor to provide the Cayman Islands Government with such renewal certificate(s) shall be considered justification for the Cayman Islands Government to terminate the Agreement.
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Required by this Agreement?  √ Yes

(1) Workers’ Compensation and Employers’ Liability Insurance shall be maintained by the Contractor/Consultant/ Professional during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the Cayman Islands laws. The amounts of such insurance shall not be less than:

a. Worker’s Compensation – CI$ 1,000,000 or as Cayman Islands Requirements
b. Employers’ Liability - CI$1,000,000 Each Accident

(2) The insurance company shall waive its Rights of Subrogation against the Owner and the policy shall be so endorsed.

COMMERCIAL GENERAL LIABILITY

Required by this Agreement?  √ Yes

(1) Commercial General Liability Insurance shall be maintained by the Contractor / Consultant / Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage, including Completed Operations and Products, and Completed Operations Coverage. Limits of Liability shall not be less than the following:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. “This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you.”

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) The Owner shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.

(5) Coverage shall be included for explosion, collapse or underground property damage claims.
PROPERTY INSURANCE - BUILDERS RISK

(1) The Owner shall purchase and maintain in a company or companies lawfully authorized to do business in the Cayman Islands, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors and Material Suppliers in the Work.

(2) Property insurance shall be on an all-risk policy form and, at the Owner's option, shall cover reasonable compensation for Professional's services and expenses required as a result of such insured loss. At the Owner's option, flood insurance will also be purchased.

(3) The property insurance provided by the Owner requires minimum deductibles and the Contractor shall pay costs not covered by the deductibles.

(4) This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

(5) Boiler and Machinery Insurance. The Owner shall have the option of purchasing and maintaining boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. If purchased this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-contractors in the Work.

(6) Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Professional, Professional's consultants, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this exhibit or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide waivers of subrogation by endorsement or otherwise.

(7) A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured, as their interests may appear.

AUTOMOBILE LIABILITY INSURANCE

Required by this Agreement? ☑

(1) Automobile Liability Insurance shall be maintained by the Contractor/Consultant/Professional for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than required by the Cayman Insurance laws:

☑ Bodily Injury & Property Damage - $1,000,000
UMBRELLA LIABILITY

(1) Umbrella Liability may be maintained as part of the liability insurance of the Contractor/Consultant/Professional and, if so, such may shall be in addition to and in excess of any Employers' Liability, Commercial General Liability, Automobile Liability and Professional Liability coverage's and shall include all coverage's on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying coverage due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement?  √ Yes

(1) Contractor/Professional/Consultant shall maintain:

a. Pollution and Remediation Liability Insurance including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the Project as outlined in this Agreement. Such coverage shall apply specifically to the contracting services/scope of work as outlined in this Agreement and shall include but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the project);

b. Remediation Legal Liability/Expense (expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the Project, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the property to the condition it was in prior to the Remediation Expense to the extent required by Cayman Islands Government, ; and

c. Transportation Legal Liability/Expense – Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the
Contractor/professional/Consultant of product or waste of the Owner to its final delivery point as specified under this Agreement.

(2) Limits Required:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Loss or Expense</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Annual Aggregate</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

The Annual Aggregate limit shall apply separately to this project.

(3) If coverage is provided on a “Claims Made” form as opposed to an “Occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) The Cayman Islands Government shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the Owner.

(5) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.
**PROPOSAL FORM 13: PERFORMANCE GUARANTEES**

1. Nameplate Capacity of the Facility  
   ________________ tpd

2. Facility Throughput (Effective Capacity) Maximum:  
   ________________ tpd  
   ________________ tpw  
   ________________ tpy

3. Material Recovery Rate (Provide percent of Acceptable Waste or “N/A” if Proposer does not plan to recover specified material).  
   
   *(Percent of Acceptable Waste)*

<table>
<thead>
<tr>
<th>Material</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferrous Recovered</td>
<td></td>
</tr>
<tr>
<td>Non-Ferrous Recovered</td>
<td></td>
</tr>
<tr>
<td>Glass Recovered</td>
<td></td>
</tr>
<tr>
<td>Fiber Recovered</td>
<td></td>
</tr>
<tr>
<td>Cardboard Recovered</td>
<td></td>
</tr>
<tr>
<td>Plastic Recovered</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

   *(specify type(s) of material(s)/products as a percent of Acceptable Waste)*

<table>
<thead>
<tr>
<th>Material</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **TOTAL**

4. Maximum Consumables Usage  
   *(Indicate maximum consumables usage in units of per ton of Acceptable Waste or as otherwise indicated)*

<table>
<thead>
<tr>
<th>Material</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity Purchased</td>
<td>kW/ton</td>
</tr>
<tr>
<td>Electricity Consumed</td>
<td>kW/ton</td>
</tr>
<tr>
<td>Fuel Oil</td>
<td>gal/ton</td>
</tr>
<tr>
<td>Gasoline</td>
<td>gal/ton</td>
</tr>
<tr>
<td>Propane</td>
<td>cubic feet/ton</td>
</tr>
<tr>
<td>Sewer</td>
<td>gal/ton</td>
</tr>
</tbody>
</table>
5. Energy Generation

5a. Gross Electrical Generation \( \text{__________ kWh/ton} \)

5b. Net Electrical Generation \( \text{__________ kWh/ton} \)

5c. Synthesis Gas Production \( \text{__________ standard cubic feet/ton} \)

5d. Synthesis Gas HHV \( \text{__________ Btu/cubic foot} \)

6. Synthesis Gas Impurities
List and state quantities (percent or ppm) in a separate table attached to this Proposal Form.

7. Maximum Process Residue Production \( \text{________________________ percent} \)
   (Percent of Acceptable Waste)

8. Percent Unburned Combustibles in Residue \( \text{__________ percent} \)

9. Scheduled Substantial Completion Date \( \text{________________________} \)

The Proposer guarantees to complete the final design, construction, and installation of equipment, achieve substantial completion, start-up of the Facility, and satisfactorily complete Acceptance Testing within \( \text{__________} \) days from the date of execution of the Contract.

______________________________________________________________
Signature of Proposer

______________________________________________________________
Name of Proposer (Print or Type)

______________________________________________________________
Title

______________________________________________________________
Company

______________________________________________________________
Date Seal
# PROPOSAL FORM 14: ENVIRONMENTAL GUARANTEES

## 1. Air Emissions

Provide the Air Emission Guarantees for the following air emission components:

<table>
<thead>
<tr>
<th>Emission</th>
<th>Average Duration (annual, daily, 4-hour)</th>
<th>PPM dry volume corrected to 7.0 percent O₂</th>
<th>Pounds per Hour (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCl</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SO₂</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PM10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opacity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>H₂S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hg</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrocarbons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOₓ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dioxins/furans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead, PM2.5, ozone, etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 2. Wastewater Characteristics

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>Flow: gpm</th>
<th>gpd</th>
<th>gpy</th>
<th>TOC: mg/L</th>
<th>lb/hr</th>
<th>BOD: mg/L</th>
<th>lb/hr</th>
<th>TSS: mg/L</th>
<th>lb/hr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Heavy Metals:
- Hg: mg/L
- Pb: mg/L
- Cd: mg/L
- Zn: mg/L
- Other: mg/L

---

Signature of Proposer

Name of Proposer (Print or Type)

Title

Company

Date

Seal
PROPOSAL FORM 15: PRODUCT SPECIFICATION GUARANTEES

For each type of Marketable Recovered Product provide the following information:

Type of Marketable Recovered Product

Type of Intended Market/Re-Use

On a separate sheet attached to this Proposal Form, describe the Intended Market’s requirements, which shall be the Proposer’s Product Specification Guarantee, for the Marketable Recovered Product. Pertinent information should meet current industry standards and may include, but not be limited to:

• Allowable percent of contamination (e.g., quantity of non-Marketable Recovered Product as a percent by weight of Marketable Recovered Product).


• Baled or loosed requirement.

• Separated Glass Color Requirements.

Name of Intended Market

Address of Intended Market

Name of Contact at Intended Market

Position of Contact at Intended Market

Telephone Number of Intended Market

(Attach a Letter of Expression of Interest to receive the quantity and intended quality of Marketable Recovered Product type from the Intended Market.)

________________________________________

Signature of Proposer

________________________________________

Name of Proposer (Print or Type)

________________________________________

Title

________________________________________

Company

________________________________________

Date

Seal
PROPOSAL FORM 16: PROPOSER’S CHECKLIST

IMPORTANT: Please read carefully, initial in the spaces indicated and return with your proposal.

Proposer should check off each of the following items as the necessary action is completed:

1. ___ The RFP has been signed.
2. ___ The RFP prices offered have been reviewed.
3. ___ The price extensions and totals have been checked.
4. ___ The payment terms have been indicated.
5. ___ Required drawings, descriptive literature, etc. have been included.
6. ___ Any delivery information required is included.
7. ___ If required, the amount of bid Bond has been checked, and the bid Bond has been included.
8. ___ Documents for Joint Ventures or Consortiums included.
9. ___ Sister Islands Future Solid Waste Disposal Management Options.
10. ___ Any addenda have been signed and included.
11. ___ The mailing envelope has been addressed as follows:

    The Secretary
    Central Tenders Committee (CTC)
    RFP: CTC/10-11/DEH/010 – CSWDM and WTEF
    c/o Treasury Department
    1st Floor Government Administration Building
    71A Elgin Avenue, George Town
    Grand Cayman KY1-9000, Cayman Islands, B.W.I.

12. ___ The RFP will be mailed or delivered in time to be received by CTC no later than the specified opening date and time on November 19th, 2010 NOON. (Otherwise RFP cannot be considered.)

All courier delivered RFP must also have the CTC number and title on the outside of the courier packet.

Company Name: __________________________________________________________

Print Name and Title: __________________________________________________________

Signature: ____________________________  Date: ____________________________
1. Facility Description (Overview of System) ________________________________________________________________
   ________________________________________________________________________________________________
   ________________________________________________________________________________________________
   ________________________________________________________________________________________________
   ________________________________________________________________________________________________

2. Land Requirements (Acres)
   Total Facility (including access roads, buffer areas, etc.) __________
   Storage Area __________
   Processing Area __________
   Product/Residue Area __________

3. Utility Requirements (Please Specify)
   Electric __________
   Water __________
   Sewer __________
   Fuel Oil __________
   Gas __________

4. Operating Requirements
   Operating Schedule
   Hours/Day __________
   Days/Week __________
   No. Shifts/Day __________
   Downtime __________
5. Personnel Requirements (Please specify number per shift – 8 hour period)

Administrative

Supervisor

Laborers

Mechanics

Equipment Operators

Other (specify)

________________

________________

________________

________________

6. Air Emission Data

a. Criteria Pollutants
   - CO
   - NOx
   - SOx
   - Total PM
   - Ozone _____

b. Other Air Emissions
   - H₂S
   - NH₃
   - HCl
   - Regulated Metals (Provide list)

7. Odor Control (Describe):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
8. Dust Control (Describe):
________________________________________________________________
________________________________________________________________
________________________________________________________________
9. Noise Control (Describe):
________________________________________________________________
________________________________________________________________
________________________________________________________________
10. Other Nuisances (Describe):
________________________________________________________________
________________________________________________________________
________________________________________________________________
11. Wastewater Discharge Characteristics

   BOD          
   COD          
   TSS          
   Other (specify)  

12. Residue (based on capacity tpy) of Acceptable Waste

   Amount (tons/year)  
   Other Characteristics  
   TCLP  

13. Product Marketing

   Products Recovered/Produced  
   Quality of Products  
   Product Use  
   Contracted Market (yes/no)  

   If Yes, please specify name, company, and location
PROPOSAL FORM 18: MASTER PROJECT SCHEDULE

(To be developed)
PROPOSAL FORM 19: SISTER ISLANDS (CAYMAN BRAC AND LITTLE CAYMAN)

FUTURE WASTE MANAGEMENT OPTIONS

(To be developed)
ATTACHMENT B

CONTRACT PRINCIPLES

CAYMAN ISLANDS

COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT FACILITY AND WASTE-TO-ENERGY FACILITY

(CSWDM & WTEF)

REQUEST FOR PROPOSALS
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MODEL CONTRACT PRINCIPLES

COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT AND WASTE-TO-ENERGY FACILITY (CSWDM & WTEF) PROJECT

The CSWDM & WTEF Project Contract Principles set forth herein have been developed as a summary of the significant cost and risk provisions that will be included in the Service Agreement to be entered into by the Cayman Islands Government and the Company. The CSWDM & WTEF Project Contract Principles should be used by the Proposer to understand the comprehensive, full-service responsibilities to be undertaken by the Company, to assess the risks associated with the specific performance obligations and to develop its pricing in the Proposal Forms.

The Service Agreement will be based on the CSWDM & WTEF Project Contract Principles set forth in this Attachment. As part of its Proposal, the Proposer shall provide a markup of the CSWDM & WTEF Project Contract Principles. Proposers shall clearly indicate their acceptance or modification of each provision of the CSWDM & WTEF Project Contract Principles. To the extent that any Proposer wishes to modify (or amplify) any such provision, the specific text of the proposed modification either should be clearly marked on the document or appended to the document in clearly typed riders. ANY MATTER OF SIGNIFICANCE TO PROPOSERS WHICH IS NOT ADDRESSED BY THE CSWDM & WTEF PROJECT CONTRACT PRINCIPLES SHOULD SPECIFIED IN THE MANNER ABOVE. The Cayman Islands Government expects that the Proposer will include in its Proposal all comments to the CSWDM & WTEF Project Contract Principles and, accordingly, the Cayman Islands Government's evaluators will assume that the Proposer's proposed pricing is based on the CSWDM & WTEF Project Contract Principles as so modified. ALTHOUGH MODIFICATIONS TO THE PROPOSED CONTRACT TERMS ARE ACCEPTABLE, THE EXTENT OF DEVIATION FROM THE PROVISIONS OF THE CSWDM & WTEF PROJECT CONTRACT PRINCIPLES WILL BE A SIGNIFICANT EVALUATION CONSIDERATION.
1. DEFINITIONS

“Acceptable Waste” means non-recycled or source-separated Municipal Solid Waste, provided.

"Acceptance" means approval by the Cayman Islands Government that the Company has successfully performed the Acceptance Tests and successfully met the Acceptance Standards.

"Acceptance Date" means the date on which Acceptance of the CSWDM & WTEF occurs or is deemed to have occurred.

"Acceptance Standards" means those performance standards set forth in the Service Agreement for the CSWDM & WTEF, which the Company will meet in order to achieve Acceptance, as more specifically set forth in Appendix B to the CSWDM & WTEF Project Contract Principles and Schedule 8.

"Acceptance Tests" means the tests for Acceptance which will be developed between the parties and incorporated in the Service Agreement, generally, as set forth in Appendix B to the CSWDM & WTEF Project Contract Principles.

“Agreement” means the Service Agreement as amended, modified, or supplemented by the parties in accordance with its terms.

"Applicable Law" means any law, rule, codes, standards, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued or deemed to be issued by, any professional or industry organization or society or any governmental body having jurisdiction, applicable from time to time to any activities associated with the design, construction, testing, acceptance, operation, maintenance, repair and replacement of any part of the CSWDM & WTEF Project and any other obligations of the parties under the Service Agreement.

“Billing Year” means a twelve-month period commencing on January 1 and ending on December 31; provided however, that (a) the first Billing Year shall commence on the commencement Date and shall end on the immediately succeeding December 31, and (b) the last billing Year shall end on the last day of the Term of this Agreement. Any computation made on the basis of a Billing Year shall be adjusted to take into account any Billing Year of less than twelve (12) months.

“By-passed Waste or By-passed Material” means the tons of Acceptable Waste that the Company was obligated to accept and process but that were not processed by the Company.

“CPI” means the Consumer Price Index for the Cayman Islands and published by the Economics and Statistics Office of the Cayman Islands.

“CPI Escalator” means the fraction, the numerator of which is the CPI as of the date of calculation and the denominator of which is the CPI as of January 1, following the year of acceptance.
"Capital Improvements" means any improvement, alteration or addition to the CSWDM & WTEF Project or any part thereof (other than maintenance, repair and replacements).

"Change in Law" means any of the following events which happen after the Contract Date and which have a material effect on the parties' ability to perform their respective obligations (except for payment obligations):

1. The enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation of any Applicable Law, unless the Company had notice or should have had notice of such change before the Contract Date;

2. The repeal or the change in interpretation after the Contract Date of any Applicable Law relative to the transportation or hauling of solid waste or the Country's ability to collect, haul, and dispose of waste within its jurisdictional limits (or to direct those activities);

3. The order or judgment of any court, administrative agency or governmental officer or body as long as such order or judgment is not a result of the Company's or Cayman Islands Government's willful or negligent action or lack of reasonable diligence; or

4. The denial of an application for, delay in the review of, or imposition of a term which is more stringent in connection with the issuance, renewal or failure of issuance or renewal of any permit as long as such denial, delay, or imposition is not a result of the Company's or Cayman Islands Government willful or negligent action or lack of reasonable diligence.

"Commencement Date" means the date specified in written notice from Company to the Cayman Islands Government as the date on which the facility is ready to commence commercial operations.

"Company" or “Contractor” may be used interchangeably and means the entity executing the Service Agreement with the Cayman Islands Government.

"Company Fault" means any breach (including the untruth or breach of any Company representation or warranty), failure, non-performance, non-compliance or any negligent or willful misconduct by the Company under the Service Agreement (whether attributable to any officer, member, agent, employee, contractor, subcontractor of any tier, or any independent contractor of the Company as an affiliate of the Company) which is not directly attributable to any Uncontrollable Circumstance or Government Fault, and which materially and adversely affects the Cayman Islands Government’s rights and obligations or ability to perform under the Service Agreement.

"Construction Work" means everything required to be furnished and done for and relating to the design and construction of the CSWDM & WTEF Project.

"Consulting Engineer" means a nationally recognized consulting engineer or firm of consulting engineers, with demonstrated experience in the area of CSWDM & WTEF, which is
designated by the Cayman Islands Government. The Cayman Islands Government’s engineer of record may serve as the Consulting Engineer.

"Contract Date" means the date of delivery of the Service Agreement as executed by the parties thereto.

“Contract Term” or “Contract Period” may be used interchangeably and has the meaning given in Section 8.1 hereof.

"Contract Year" means a 365/366 day period commencing on the Contract Date, or an annual anniversary thereof, and ending on the date before the next annual anniversary of the Contract Date.

“Contractor” or "Company" or  may be used interchangeably and means the entity executing the Service Agreement with the Cayman Islands Government.

"Government" means the Cayman Islands Government, Cabinet and Ministry with departmental responsibility for solid waste management.

"Government Fault" means any breach (including the untruth or breach of any Cayman Islands Government representation or warranty), failure, non-performance, non-compliance or any negligent or willful misconduct by the Cayman Islands Government under the Service Agreement (whether attributable to any elected or appointed official, officer, member, agent, employee, contractor, subcontractor of any tier, the Consulting Engineer, or any independent contractor of the Cayman Islands Government) which is not directly attributable to any Uncontrollable Circumstance or Company Fault, and which materially and adversely affects the Company's rights and obligations or ability to perform under the Service Agreement.

“Designated recyclables” means those recyclable materials identified by Cayman Islands Government from time to time to be source separated by the communities for which separation and/or collection programs have been established and are being implemented from time to time.

"Design Requirements" means the Company's design requirements for the Project to be included as a schedule to the Service Agreement based on Appendix A to the CSWDM & WTEF Project Contract Principles and the Company's technical proposal, as negotiated.

"Development and Approval Period" has the meaning given in Section 2.1 hereof.

“Development Period” means the period from the Contract Date to the Substantial Completion Date.

"Disposal Site" means either an engineered sanitary landfill or other residuals disposal or management facility, designated by the Company and approved by the Cayman Islands Government for disposal of residue.

“Emergency” means an unforeseen combination of circumstances that calls for immediate action.
“Energy Guarantee” means the Company’s obligation to generate electrical power per ton of Acceptable Waste Processed in each billing year in accordance with Section 5.

"Environmental Guarantees" means the Company's guarantees that, during the Term of the Service Agreement, the CSWDM & WTEF Project as a whole will meet odor, noise, dust, traffic, run-off and other environmental requirements of Applicable Law, as more specifically set forth in Schedules 3 to the CSWDM and WTEF Project Contract Principles.

"Event of Default" has the meaning given in Section 9 of the CSWDM & WTEF Project Contract Principles.

"Extension Period" has the meaning given in Section 3 hereof.

"Facility or Facilities" means the CSWDM & WTEF Facility, together with the electrical interconnections and appurtenant equipment designed, constructed and Acceptance Tested pursuant to this Agreement.

“Facility Site” means the preferred existing Grand Cayman landfill site.

"Final Completion" means completion of the Construction Work, fully in compliance with the Design Requirements, and

" CSWDM & WTEF Project Contract Principles" means the CSWDM & WTEF Project Contract Principles upon which the Service Agreement will be based.

“Guaranteed Tonnage” means the agreed tons per Billing Year during the period from the Commencement Date to and including the last day of the Term of this Agreement or a pro rate amount for any Billing Year that is less than twelve (12) months; provided however, the Guaranteed Tonnage may be increased (at the sole discretion of the Cayman Islands Government) in any Billing Year up to an amount equal to the processing capacity of the Facility.

"Guarantor" means the entity that will execute the Guaranty to the Cayman Islands Government.

"Guaranty" means the Guaranty Agreement to the Cayman Islands Government by the Guarantor guarantying the performance by the Company of its obligations to the Cayman Islands Government under the Service Agreement, in the form set forth in Schedule I of the CSWDM & WTEF Project Contract Principles.

“HHV” means higher heating value.

“Hazardous Substances” means any material which is defined as a hazardous under the provisions of acceptable international laws, the US Environmental Protection Agency and any applicable Cayman Islands laws, in either case, as replaced or amended from time to time, and the rules, regulations and official written policies and guidelines promulgated thereunder.

"Hazardous Waste" means any hazardous substance or waste as defined by the regulatory agency and /or international standards.
“Independent Engineer” means the nationally recognized independent consulting engineer or engineering firm with demonstrated experience with CSWDM & WTEF who must not have any economic, financial, or other interest in the outcome of any matter submitted to it by the parties.

“Intended Market” – means an entity which receives Marketable Recovered Products from the Facility for return to productive use.

“kWh” means kilowatt-hours of electricity.

"Landfill" means the Cayman Islands Landfill sites, as more specifically described in the RFP.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the construction operation, maintenance, repair and replacement of the CSWDM & WTEF Project or the construction or the performance of any other obligation of the Company under the Service Agreement.

“ Marketable Recovered Product” means those materials which are recovered from the processing of Acceptable Waste, for sale, use or reuse as a raw material and which would otherwise be processed or disposed of as solid waste.

“Municipal Waste” means all non-recycled residential, commercial, and institutional solid waste as defined in the Cayman Islands Government’s Solid Waste Management Plan, as the same may be amended or supplemented from time to time.

“Non-Municipal Waste” means that portion of non-recycled Solid Waste defined as Industrial Solid Waste and Liquid Waste as the same may be amended or supplemented from time to time, that may be processed at the Facility under applicable permits, licenses and approvals.

“Non-Processable Waste” means solid waste that is delivered to and inadvertently accepted at the Facility, but which is not processable due to the character, size or composition of such solid waste.

"Notice-to-Proceed" means the written authorization issued by the Cayman Islands Government to the Company, requiring the Company to commence construction of the CSWDM & WTEF Project.

“Odor Unit” means a measurement of odor strength or odor concentration as determined by using ASTM Standard Practice E679-91 current version, “Determination Odor and Taste Threshold by a Forced-Choice Ascending Concentration Series Method of Limits”.

"Performance Guarantees” means the criteria established in the Service Agreement as more specifically set forth in Schedule 2 to the CSWDM & WTEF Project Contract Principles.

“Power Purchase Agreement” means the contract entered into between the Company and the local electricity company or entity for the sale of electricity or electrical capacity generated by the
CSWDM & WTEF as amended, modified, replaced, or supplemented from time to time in accordance with its terms.

“Process”, “Processed” or “Processing” means the CSWDM & WTEF of Acceptable Waste at the Facility.

“Process Residue” means the residue produced at the Facility as a result of the Processing of Acceptable Waste and not beneficially re-used.

"Proposal Form" means any one of the proposal forms attached to this RFP.

"Prudent Industry Practices" means those methods, techniques, standards, and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are internationally accepted as prudent in the waste management industry.

“Scale-House” means the solid waste weigh scale facility constructed and operated by the Company as part of the CSWDM & WTEF Project and located at the Facility site.

"Scheduled Substantial Completion Date" has the meaning set forth in Section 3.2 hereof.

“Service Fee” means the amount payable by the Cayman Islands Government for or with respect to the provision of receipt and processing services described in this Agreement, as set forth in Section 7 hereof.

“Solid waste” means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or other operations.

“Special Waste” means Solid Waste that (a) is delivered to the Facility for Processing, (b) is able to be Processed without violating Applicable Law or the terms or conditions set forth in the permits, licenses or approvals issued for or with respect to the Facility, and (c) due to its character, composition or source, requires handling and/or Processing procedures and/or protocols that are different than the handling, procedures and protocols previously established for the routine delivery and Processing of Acceptable Waste. Special waste may include, but may not be limited to; white goods, waste tires, used oil, yard trash, construction and demolition debris, biological waste, fuel tank clean outs, and radioactive waste.

"Substantial Completion" has the meaning set forth in Section 3.1 hereof.

"Substantial Completion Standards" means CSWDM & WTEF standards, based on this RFP and the Company's response to this RFP, for the CSWDM & WTEF Project, which the Company will meet in order to achieve Substantial Completion, as more specifically set forth in Schedule 7 to the CSWDM & WTEF Project Contract Principles.
“TCLP” means the Toxic Characteristics Leaching Procedure which is a procedure designed to determine the mobility of both organic and inorganic analytes present in liquid, solid, and multiphasic waste.

"Term" has the meaning set forth in Section 8 hereof.

“Ton” means two thousand (2,000) pounds.

“Transfer Price” means the price to be paid by the Cayman Islands Government to transfer of Ownership of the Plant from the Company to the Cayman Islands Government as set forth in Schedule 14.

“Unacceptable Waste” This only refers to waste that cannot be used in the WTE plant but does not include waste being managed on the entire onsite facility as determined by the regulatory agency. All solid waste must be managed at the CSWDM & WTEF facility in one form or another if it cannot be incinerated for energy or recycled. No solid waste shall be deemed unacceptable waste for disposal management at the CSWDM site.

"Uncontrollable Circumstance" means any act, event or condition affecting the CSWDM & WTEF Project, the Company, or any of the Cayman Islands Government's or the Company's respective subcontractors to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Service Agreement (except for payment obligations) as long as such act, event or condition is beyond the reasonable control and is not a result of the willful or negligent action of the party relying thereon. Such acts or events may include, but shall not be limited to, the following:

1. an act of Nature (but not including reasonably anticipated weather conditions for the geographic area of the CSWDM & WTEF Project, or landslide, earthquake, hurricane, fire, explosion, sabotage or similar occurrence) acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

2. a Change in Law;

3. the failure of any appropriate Governmental agency or private utility to provide and maintain utilities;

4. any failure of title to the CSWDM & WTEF Site or any enforcement of any lien, charge or encumbrance on the CSWDM & WTEF Site or on any improvements thereon not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

5. the discovery of Hazardous Waste and contaminated soils subsequent to the commencement of construction and during construction of the CSWDM & WTEF.

The following acts shall not constitute Uncontrollable Circumstances:
(a) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in prices, or currency or exchange rate fluctuations;

(b) financial conditions of the Company, the Guarantor, or any of their affiliates or subcontractors;

(c) union work rules which increase the Company's operating cost for the CSWDM & WTEF Project;

(d) any impact of prevailing wage laws on the Company's costs;

(e) the consequence of Company error, including any errors of Company affiliates or subcontractors;

(f) failure of the Company to secure applicable patents;

(g) failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to;

(h) failure of a private utility company to relocate any private utilities;

(i) strikes, work stoppages or labor disputes;

(j) reasonably anticipated weather conditions;

(k) power outages;

(l) equipment failure; and

(m) blockage

(n) change in the nature of municipal waste

"USEPA" means the United States Environmental Protection Agency.

2. DEVELOPMENT AND FINANCING OF CSWDM & WTEF PROJECT

2.1. Development and Approval Period Generally. Following the Contract Date, each party will seek to satisfy the remaining conditions necessary to implement the provisions of the CSWDM & WTE Service Agreement. This period is the "Development and Approval Period."

2.2. Company’s Development and Approval Period Responsibilities. Company shall plan, design, permit, construct, and start-up the Facility at the Site for the receipt and processing of Acceptable Waste delivered by or on behalf of the Cayman Islands Government, which Facility
shall satisfy the requirements contained in the Facility Performance Requirements and the Facility Acceptance Test Requirements. These responsibilities include:

(a) Obtaining all required permits and approvals;

(b) Obtaining required insurance;

(c) Conducting all Site inspections and data reviews and needs assessments;

(d) Negotiating a power purchase agreement with an entity for the sale of recovered energy;

(e) Securing financing;

(f) Obtaining the required guarantees, performance bond and labor and materials payment bond;

(g) Certification that there is no material litigation affecting the Service Agreement or the CSWDM & WTEF Project;

(h) Establishing a Good Neighbor Policy; and

(i) Constructing the CSWDM & WTEF Facility including any and all ancillary systems needed for operation including electric transmission facilities.

2.3. **Cayman Islands Government Development and Approval Period Responsibilities.** These include:

(a) Obtaining the Site, including any necessary easements,

(b) Providing standard water and sewer connections within the property boundary;

2.4. **Cayman Islands Government Rights.** The Cayman Islands Government and its Consulting Engineer or representatives, as applicable, shall have the right to review the Company's design plan and the construction of the CSWDM & WTEF Project for compliance with the Facility Performance Requirements and the Facility Acceptance Test Requirements.

2.5. **Cayman Islands Government Construction Monitoring and Testing.** The Cayman Islands Government and/or its Consulting Engineer or representatives will monitor Construction Work and progress for compliance with the Design Requirements and the terms of the Service Agreement. The Cayman Islands Government and/or its representatives shall have access to the construction site for such monitoring purposes. To the extent required by Applicable Law or allowed under the Service Agreement, may also perform tests of the Construction Work. Neither the Cayman Islands Government nor its consultants or Representatives shall interfere with or approve any aspect of the Construction Work. The Cayman Islands Government will, however, determine, at the end of construction, whether the CSWDM & WTEF Project comply with the Design Requirements and have passed the Acceptance Tests. The Company shall provide progress reports on a monthly or quarterly basis as agreed.
2.6. **Cayman Islands Government Development and Approval Period Suspension and Termination Rights.** During the Development and Approval Period, the Cayman Islands Government may suspend or terminate the Service Agreement without liability except for the reimbursement of the Company's reasonable costs as substantiated with receipts and other appropriate documentation for those expenses incurred after the Contract Date.

2.7. **Compliance with Applicable Law.** The Company shall be responsible for complying with any requirements imposed by Applicable Cayman Islands Law and Legal Entitlements.

2.8. **Insurance.** The Company shall maintain, at its sole cost and expense, the insurance coverage set forth in Schedule 10. The Cayman Islands Government and its consultants or Representatives shall be additional insureds on such policies.

3. **CSWDM & WTEF PROJECT ACCEPTANCE**

3.1. **Substantial Completion.** Prior to the Acceptance Testing, the Company shall certify to the Cayman Islands Government that it is ready to begin the Acceptance Tests, that it is in compliance with the terms of the Service Agreement and that the CSWDM & WTEF Project is substantially complete. "Substantial Completion" shall generally be considered to have occurred when the Project is complete in all material respects, all relevant equipment has been delivered, installed and tested, the Company is legally authorized to operate the CSWDM & WTEF Project, the equipment manufacturers have certified that the equipment installed has been properly installed and tested in accordance with the manufacturer's recommendations and the Company has certified to the Cayman Islands Government that it is ready to begin the Acceptance Tests.

3.2. **Scheduled Substantial Completion Date.** The Scheduled Substantial Completion Date is: [TO BE NEGOTIATED].

3.3. **Extension Period.** If Substantial Completion of the CSWDM & WTEF Project does not occur by [TO BE NEGOTIATED], the Company may secure Substantial Completion during a twelve month Extension Period. Delay liquidated damages of [TO BE NEGOTIATED] will be payable by the Company to the Cayman Islands Government for each day of delay. The Company shall also be responsible for, shall pay and shall indemnify the Cayman Islands Government against, all fines, penalties and other loss-and-expense associated with such failure to achieve Substantial Completion by the scheduled date. Uncontrollable Circumstances will operate to extend the Scheduled Substantial Completion Date as appropriate. Failure to achieve Substantial Completion by the end of the Extension Period will allow the Cayman Islands Government to terminate the Service Agreement for cause.

3.4. **Acceptance Tests.** The Acceptance Test shall commence upon notification by the Company that the Project has attained Substantial Completion.

3.5. **Acceptance Test Plans.** The Company will furnish the Cayman Islands Government with a satisfactory Acceptance Test plan in conformance with the Acceptance Test requirements included in Appendix B to the CSWDM & WTEF Project Contract Principles at least one hundred twenty (120) days prior to the Scheduled Substantial Completion Date. The Acceptance Tests shall be designed to demonstrate, using accepted methodologies, that the CSWDM and WTEF Project meets the Performance Guarantees, contained in the Acceptance Standards included in Schedule 8.
3.6. **Failure.** If the first round of the CSWDM & WTEF Project does not pass the Acceptance Tests, the Company shall be provided 90 days to correct any failed Acceptance Test. If Acceptance of the CSWDM & WTEF Project has not been achieved by the second Acceptance Test, an Event of Default of the Company will be deemed to have occurred, in accordance with Section 9 hereof.

4. **CSWDM & WTEF PROJECT OPERATIONS**

4.1. **Operation Generally.** Commencing on the Acceptance Date, the Company, at its expense, will repair, operate and maintain the CSWDM & WTEF Facilities in accordance with Applicable Law, including the Performance Guarantees and the other requirements of the Service Agreement. At no time shall the Company use or permit the use of the CSWDM & WTEF Project for any purposes other than those contemplated by the Service Agreement.

4.2. **Operations Manager.** The operations manager shall be appropriately trained and experienced in the operation of CSWDM & WTEF systems. The Company shall employ the operations manager, as promptly as possible subsequent to the Construction Date, the individual proposed for this position in the CSWDM & WTEF RFP. A successor manager may be selected by the Company but must be as well qualified as the initial manager. The hiring or replacement of the operations manager by the Company shall be subject to Cayman Islands Government approval, which shall not be unreasonably withheld. If the first round of the CSWDM & WTEF Project does not pass the Acceptance Tests the Company shall have sixty (60) days to correct any failed Acceptance Tests, unless written approval is granted by the designated regulatory agency, upon a written request for extension from the Company.

4.3. **Processing.** The Company shall use its best efforts to accept and process all Acceptable Waste delivered to the Facility by or on behalf of the Cayman Islands Government. At a minimum, during each Billing Year, the Company shall accept and process Acceptable Waste delivered to the Facility by or on behalf of the Cayman Islands Government in an amount at least equal to the Annual Processing Guarantee. Only Acceptable Waste that the Cayman Islands Government authorizes, delivers, or causes to be delivered to the Facility and that has been weighed at the Scale-House may be processed by the Company at the Facility. Once the Company has accepted any Acceptable Waste, the Company shall pay (without reimbursement from the Cayman Islands Government) all costs and expenses for removing, transporting, and disposing of the Acceptable Waste from the Facility, if any accepted Acceptable Waste cannot be Processed at the Facility for any reason. The Company may reject tenders of Hazardous Waste and loads of waste that are primarily Unacceptable Waste. The Company shall not reject tenders of Acceptable Waste that contain immaterial amounts of Unacceptable Waste. Additionally, the Company shall not reject Acceptable Waste if pit capacity is available.

The Company shall use its best efforts to manage the Facility so that no vehicles must wait more than thirty (30) minutes to unload after weighing at the Scale-House. Acceptable Waste shall be stored in the Facility pit or on the floor at the Facility, to the extent permitted by Applicable Law. The Company shall establish and adhere to an effective refuse storage pit inventory management program to prevent odors originating in the Facility and to minimize waste diversion.
4.4. **Maintenance.** The Company will maintain the CSWDM & WTEF Project in accordance with Prudent Industry Practices, Applicable Law, Performance Guarantees and Required Insurance requirements, and will keep complete routine and annual maintenance logs. The Company will also maintain a full spare parts inventory. The Company shall be responsible for maintaining the Site grounds up to the fence line, including fencing, signage, lawn mowing, leaf raking, and brush cutting. The Company shall immediately respond to and properly investigate all odor and nuisance complaints and shall use its best efforts to modify its operation and maintenance practices in response to odor and nuisance complaints about the CSWDM & WTEF Project.

4.5. **Asset Valuation.** Prior to any Transfer of the Facility ownership a inspection and audit shall be conducted to show that all necessary maintenance, repairs and replacements, including major repairs and replacements, have been undertaken, and that the CSWDM & WTEF Project is operating in compliance with Applicable Law and the Performance Guarantees, pursuant to the procedures set forth in Schedule 13 to the CSWDM & WTEF Project Contract Principles. Such inspection and audit will include an inspection and useful life engineering audit of the machinery, equipment and structures constituting the CSWDM & WTEF Project, as well as actual performance tests. If the inspection and audit is not successfully passed, the Company shall, at its cost, make all necessary repairs and replacements, including major repairs and replacements, and the inspection and audit shall be re-performed at the Company's sole cost. The Consulting Engineer will conduct or verify the inspection and audit. The services of the Consulting Engineer relating to the performance of the inspection and audit shall be paid by the Cayman Islands Government.

4.6. **Company Repair and Replacement.** The Company will be responsible for providing all repairs and replacements of the machinery, equipment, systems, structures and improvements constituting the CSWDM & WTEF Project during the Term of the Service Agreement so as to permit the CSWDM & WTEF Project to be operated in accordance with Prudent Industry Practices, Applicable Law, and the Performance Guarantees. Such obligations shall be performed at the Company's cost and expense. Only "capital improvements" which are necessitated by an Uncontrollable Circumstance or are specifically requested by the Cayman Islands Government (which constitute the Capital Improvement) shall be outside the maintenance, repair and replacement work scope for which the Service Fee is payable.


4.8. **Compliance with Applicable Law.** All the responsibilities that the Company and its subcontractors perform under the Service Agreement must be done in accordance with Applicable Law. The Company will remedy failure to comply with Applicable Law at its expense, bear all loss and expense, and pay any fines and penalties related thereto.

4.9. **CSWDM & WTEF Project Access.** The Cayman Islands Government will have key, computer, and password access to the CSWDM & WTEF Project and Site for inspection and monitoring purposes and may show visitors to the CSWDM & WTEF Project upon a forty-eight (48) hour notice to the Company or less if mutually agreed.
4.10. **Vehicle Operating Hours.** Vehicles delivering materials and supplies and vehicles entering and exiting to the Site shall comply with Applicable Law, and in any event, shall not cause a nuisance condition.

4.11. **Information.** The Company will maintain, and provide the Cayman Islands Government access to, information systems, computer information, operating data and financial books and records related to the CSWDM & WTEF Project, and provide copies thereof to the Cayman Islands Government on request. Authorized representatives of the Cayman Islands Government shall have access, at any time without notice, to all financial books and records concerning costs, which will be borne by the Cayman Islands Government.

4.12. **Monthly and Annual Reports and Meetings.** In addition to reports required to be made pursuant to Applicable Law, the Company will provide monthly reports to the Cayman Islands Government relating to waste deliveries, materials recovery, residue disposal, facility inspections, regulatory compliance, electric generation, utilities usage and other matters, as set forth in Schedule 11 to the CSWDM & WTEF Project Contract Principles. Annual summaries of such data will be provided, together with audited annual CSWDM & WTEF Project financial reports including summaries of Service Fee payments and any necessary reconciliation. A Company representative shall meet at least once per month with Cayman Islands Government representatives to review the Company's performance.

4.13. **Insurance.** The Company will arrange for and pay for all Required Operation Period Insurance. The Cayman Islands Government and its representatives and consultants shall be named insured's on all such insurance policies.

4.14. **Utilities.** The Company shall pay all utility bills.

4.15. **Public Education.** The Company will prepare and keep current a comprehensive information brochure regarding the CSWDM & WTEF Project and make sufficient copies available for all reasonable public information purposes, and shall conduct educational tours of the CSWDM and WTEF Project for the public as reasonably requested by the Cayman Islands Government.

4.16. **Sampling and Testing.** The Company shall conduct any sampling, testing and monitoring required by Applicable Law, Prudent Industry Practices or the Service Agreement, in accordance with the testing and sampling protocol to be developed by the parties, and shall provide the Cayman Islands Government with the results of such tests within three (3) days after they are received. The Company's sampling and testing responsibilities set forth herein shall be performed, at the Company's cost and expense, as set forth in Schedule 12 to the CSWDM & WTEF Project Contract Principles. In addition, the Cayman Islands Government may test the CSWDM & WTEF Project at any time to ascertain compliance with the Performance Guarantees. If the Cayman Islands Government's tests significantly increase the Company's cost, the cost of such tests shall be borne by the Cayman Islands Government, unless such test results do not meet the Company's guaranteed performance standards.

4.17. **Prudent Industry Practices.** Prudent Industry Practices shall be utilized under the Service Agreement, among other things, to implement and in no event displace, the Company's obligation to perform under the Service Agreement, including the compliance with Applicable Law, Performance Guarantees, and Required Insurance requirements, and any other term, condition or
4.18. **Good Neighbor Policy.** The proposed Facility operator shall institute a “Good Neighbor Policy”. The exterior appearance of the Facility shall be compatible with surrounding buildings and in compliance with Cayman Islands Government zoning requirements. An emphasis shall be placed on, but not limited to minimizing odor, noise, fugitive dust, nuisances, and traffic associated with operation of the CSWDM & WTEF. Standard operating procedures shall ensure the protection of air, land, water, flora and fauna. The CSWDM & WTEF operator shall address and respond to citizen and Cayman Islands Government complaints related to odor, noise, nuisances, and traffic in a timely manner. The actual requirements of this policy shall be negotiated with the Cayman Islands Government and shall be required as a condition precedent to commercial operation. The Cayman Islands Government reserves the right to enforce the Good Neighbor Policy and the relevant laws.

5. **CSWDM & WTEF PROJECT PERFORMANCE**

5.1. **Public Service.** The Company shall acknowledge that the CSWDM & WTEF Project provides an essential public service and the Cayman Islands Government will rely on the Company and its performance to provide such service to the public.

5.2. **Environmental Guarantees.** Company agrees that the highest priority shall be given to the environmental aspects of the construction and operation of the Facility. Company agrees to conform to all applicable Cayman Islands regulatory agencies, local environmental laws and regulations and with the requirements set forth in the Facility Performance Requirements and Facility Acceptance Test Requirements and that the Facility shall meet the Environmental Guarantees specified in Schedule 3 on a continuous basis. With respect to Company’s compliance with the Facility Acceptance Test Requirements, the parties agree that the determination of the Facility’s demonstrated Acceptance shall be made by the Cayman Islands Government, in consultation with such standards, as they shall deem appropriate.

5.3 **Energy Guarantee.** The Company guarantees that the Facility will generate (a) _______ kWh of net salable electric energy per ton of Acceptable Waste processed in each Billing year in which the average annual HHV of the Processable Waste processing during the Billing year is at least 4,800 Btu per pound or (b) that the number of kWh of net salable electric energy per ton of Acceptable Waste processed equal to the product of _______ kWh times the quotient of the actual annual average HHV for the Billing Year divided by 4,800 Btu per pound in each Billing Year in which the actual annual average HHV of the Processable Waste Processed during the Billing year is less than 4,800 Btu per pound.

5.4. **Performance Guarantees.** The Company shall meet the Performance Guarantees specified in Schedule 2 on a continuous basis during the Term of the Service Agreement. In the event that the Company’s record of performance shows that the Company has frequently, regularly, or repetitively defaulted in achieving any of the Performance Guarantees, the Company may be deemed a “habitual violator” and all of said defaults may be considered collectively to constitute a condition of default as specified in Section 9.3.
5.5. **No Adjustments to Performance Guarantees.** The Company shall at all times comply with the Performance Guarantees, except to the extent caused by Uncontrollable Circumstances or Cayman Islands Government Fault.

5.6. **Compliance and Remedies.** Except to the extent excused by Uncontrollable Circumstances, the Company shall comply with all Environmental and Performance Guarantees. If the Company fails to comply with any Environmental or Performance Guarantee, it shall:

(a) promptly notify the Cayman Islands Government within twenty-four (24) hours of such failure;

(b) promptly provide the Cayman Islands Government with any notices received from any governmental regulatory body within twenty-four (24) hours of receipt;

(c) pay any related damages, fines, judgments and awards, including liquidated damages, and indemnify the Cayman Islands Government and its agents and employees from all related liabilities and damages;

(d) pay any cost relating to damages to public and private real property;

(e) at its own cost and expense, take any action necessary (including repairs and replacements) to comply with the Environmental and Performance Guarantees and prevent a reoccurrence of non-compliance; and

(f) provide appropriate notification to the public, handle all inquiries from the public, and manage all media relations.

5.7. **Process Residue Disposal.** The Company shall operate the CSWDM & WTEF to minimize the moisture content and unburned carbon content of the Process Residue and shall prevent the Process Residue from constituting a Hazardous Waste or hazardous substance under Applicable Law. In accordance with applicable law, the Company shall remove, transport, and dispose or cause to be removed, transported, and disposed, at its expense and in a timely and efficient manner all process residues from the CSWDM & WTEF to an overseas designated landfill if the Company is unable to handle the residue locally. All Process Residue leaving the CSWDM & WTEF site shall be weighed at the Scale-House. The Company, at its cost, shall transport and dispose of residue in a safe manner. Disposal of any by-pass waste, or other by-products of the system, other than inadvertently delivered hazardous waste, shall also be the Company’s responsibility.

5.8 **Marketable Products.** The Company at its cost shall market all recovered materials products. All revenues obtained from the sales of recovered materials shall belong to the Company, except where shared revenue arrangements exist. All recovered materials shall be weighed at the Scale-House.

5.9 **Legal Entitlements.** The Company is responsible for applying for, obtaining, and maintaining in force all Legal Entitlements required for the operation of the CSWDM & WTEF Project and shall bear all costs associated therewith. The Cayman Islands Government shall provide
assistance to the Company in this permitting process. The Company shall serve as the permittee on all environmental permits.

5.10. **Hazardous Waste.** The Company shall comply with Applicable Law in handling and disposing of any Hazardous Waste inadvertently received by the CSWDM & WTEF Project. All costs and expenses associated with the handling and disposal of this Hazardous Waste shall be treated as a Pass-Through Cost in accordance with Section 7 hereof. Hazardous Waste, if any, generated by the process is the responsibility of the Company.

5.11. **Periodic Inspection and Audits.** At the beginning of the fifth year of the Term, and tenth and fifteenth years and twenty and twenty-five years of the Term, if the renewal options are exercised, a periodic inspection and audit shall be conducted to show that all necessary maintenance, repairs and replacements, including major repairs and replacements, have been undertaken, and that the CSWDM & WTEF is operating in compliance with Applicable Law and the Performance Guarantees, pursuant to the procedures set forth in Schedule 13 to the CSWDM & WTEF Project Contract Principles. Such inspection and audit will include an inspection and useful life engineering audit of the machinery, equipment and structures constituting the CSWDM & WTEF Project, as well as actual performance tests. If the inspection and audit is not successfully passed, the Company shall, at its cost, make all necessary repairs and replacements, including major repairs and replacements, and the periodic inspection and audit shall be re-performed at the Company's sole cost. The regulatory agency will conduct or verify each inspection and audit. The services of an independent Consulting Engineer relating to the performance of the periodic inspections and audits on behalf of the Government will be paid by the regulatory agency, as necessary.

5.12. **Performance Test.** Annually, and at other times if deemed necessary by the Cayman Islands Government, the Company may be required to pass performance tests to demonstrate, using accepted methodologies, that the Company can operate the CSWDM & WTEF Project to meet the Performance Guarantees, as set forth in Schedule 2 to the CSWDM & WTEF Project Contract Principles. If such tests are not successfully passed the Company shall, at its cost, take all necessary actions to enable it to operate the CSWDM & WTEF Project in compliance with the Performance Guarantees, and the performance tests shall be re-performed at the Company's sole cost. The Consulting Engineer will conduct or verify each performance test.

6. **CAPITAL IMPROVEMENTS**

6.1. **Capital Improvements Generally.** It may be necessary or desirable from time to time during the Term to modify, alter or improve the CSWDM & WTEF Project in its then-current condition, either at the request of the Company or the Cayman Islands Government, or as a result of a Change in Law. Such modifications may be appropriate in order to increase the processing capacity or improve the performance of the CSWDM & WTEF Project, or to respond to a Change in Law. Such Capital Improvements shall be the general responsibility of the Company. Under no circumstances shall any major maintenance, repair or replacement of the CSWDM & WTEF Project, all of which remain the sole responsibility of the Company to be performed at its cost and expense, be considered to constitute Capital Improvements.
6.2. **Capital Improvements at Company Request.** The Company may request that Capital Improvements be undertaken by giving the Cayman Islands Government written notice and a reasonable opportunity to review and comment upon any Capital Improvement proposed to be made at the Company's election. Any such Capital Improvements shall be subject to the Cayman Islands Government's prior written approval.

6.3. **Capital Improvements Due to Changes in Law.** Upon the occurrence of a Change in Law, the Company shall design and propose to the Cayman Islands Government all Capital Improvements reasonably necessary to comply with the Change in Law and to permit the Company to lawfully perform its obligations under the Service Agreement.

6.4. **Capital Improvements at Cayman Islands Government Request.** The Company shall design Capital Improvements at the Cayman Islands Government's request at any time and for any reason whatsoever, whether and however any such directive revises the Service Agreement or affects the CSWDM & WTEF Project, so long as such Capital Improvements, when implemented, do not impair the ability of the Company to meet the Acceptance Standards or Performance Guarantees, comply with any other term or condition of the Service Agreement, affect any right of the Company, or impose additional cost, delay, liability or obligation of the Company under the Service Agreement.

6.5. **Capital Improvements Due to Uncontrollable Circumstances.** Upon the occurrence of an Uncontrollable Circumstance, whether before or after Acceptance, the Company shall promptly proceed to design and propose all Capital Improvements reasonably necessary to permit the Company to perform its obligations under the Service Agreement. All such Capital Improvements will be cost shared by the parties to the extent set forth in Section 10 hereof.

6.6. **Determining the Cost of Capital Improvements.** The cost to the Cayman Islands Government of the Company's implementation of any Capital Improvements shall be determined in accordance with Section 10. If the Cayman Islands Government opts to finance a Capital Improvement, through issuance of municipal revenue bonds or such other method. All Capital Improvements shall be undertaken in accordance with Applicable Law, determined by the Cayman Islands Government; the Cayman Islands Government may procure such Capital Improvement on an advertised, sealed bid basis. The Company may serve as an agent of the Cayman Islands Government in the solicitation of such bids. The Company shall nonetheless cooperate and assist in the implementation of any Capital Improvement undertaken by a third party successful bidder. All such Capital Improvements shall be made at the Cayman Islands Government's sole cost and expense.

7. **PAYMENTS AND FEES**

7.1 **Lease Payment.** Company shall pay to the Cayman Islands Government the agreed sum for the lease of the Site for the Term of the Agreement, if Government’s property is used.

7.2. **Service Fee.** On and after the Commencement Date and for each Billing Period thereafter during the Term of the Agreement, the Cayman Islands Government will pay the Company a Service Fee based on a fixed component and variable component. The variable component will be based upon the tons of Acceptable Waste received for processing.
7.3. **Service Fee Formula.** The Service Fee payable by the Cayman Islands Government for the receipt and processing of Acceptable Waste during the first Billing Year shall be equal to the sum of the following, with the various elements as proposed by the Company and **to be negotiated**: 

\[ SF = (FCC) \text{ plus } (VCCc \times T) \text{ plus } PT \]

where 

- \( SF \) = the annual Service Fee Payment 
- \( FCC \) = the Fixed Cost Component for the Billing Year (FCC) is equal to $________ per year [specify from Proposal] for the initial **25 Year Term** of the Agreement and $________ (FCC₁) for the renewal option. In the event that the CSWDM & WTEF ownership is transferred to the Cayman Islands Government, the Fixed Cost Component becomes $0 (zero). 
- \( T \) = the Tons of Acceptable Waste received annually for processing based on Scale-House records 
- \( VCCc \) = the Variable Cost Component per Ton for the current Billing Year ending on December 31, 20__ equals $____ per ton of waste processed [specify from Proposal] and for each Billing Year thereafter, the VCCc equals the VCCp plus the incremental increase determined as follows: \( VCCp \times [1+(Y+(0.5 \times Z))] \) and 
- \( VCCp \) = the Variable Cost Component per ton amount payable in the prior Billing Year; and 
- \( Y \) = the percentage increase in the CPI for the 12-month period ending on June 30\(^{th}\) prior to the beginning of the Billing Year for which the Variable Cost Component is being computed (to be negotiated); 
- \( Z \) = the portion of the percentage increase in the CPI for the 12-month period ending on June 30\(^{th}\) prior to the beginning of the Billing Year for which the Variable Cost Component is being computed (to be negotiated); 
- \( PT \) = the Pass Through amounts, if any, due and payable by the Cayman Islands Government or the Company during the Billing Year in satisfaction of its obligations under the Agreement, including adjustments, special pass through costs, and special waste disposal.

7.4. **Monthly Payment and Annual Reconciliation of Service Fee.** The Service Fee will be paid monthly with the Fixed Cost Component based on twelve (12) equal payments and with the Variable Cost Component based on actual monthly Scale-House records, subject to annual reconciliation. The Cayman Islands Government shall be entitled to apply any Service Fee payments due the Company as "set-offs" against any payments owed by the Company to the
Cayman Islands Government set forth herein. In no event shall the Variable Cost Component payable in the current Billing Year be less than the amount of the Variable Cost Component payable in the prior Billing Year as a result of percentage decrease in the CPI.

7.5. Special Waste. In the event Special Waste is delivered to and Processed at the Facility, the charges payable with respect thereto shall be based upon the per Ton pricing established by Company from time to time and as set forth in a written approval notice to the Company from to the Cayman Islands Regulatory Agency.

7.6. Uncontrollable Circumstances: Impact on Service Fee. If an Uncontrollable Circumstance causes the Company’s costs of operation and maintenance of the CSWDM & WTEF Project to increase, the amount of the cost increase shall be borne as set forth in Section 10 of the CSWDM & WTEF Project Contract Principles (Uncontrollable Circumstances). Prior to any adjustment in the Service Fee, the Cayman Islands Government may determine that such cost could be reduced by the undertaking of a Capital Improvement and, if so decided, the Cayman Islands Government may cause the Capital Improvement to be undertaken in accordance with Section 6.

7.7 Revenue Sharing. This is the amount of money paid by the CSWDM & WTEF to the Cayman Islands Government through negotiation based on the revenue sharing mechanism proposed in Form 9 over the contracted term.

8. TERM OF AGREEMENT

8.1. Contract Period. This Agreement shall be executed for a term beginning on the date of execution of this Agreement and ending on that date which is the earlier to occur of a) twenty-five (25) years after the date of execution of this Agreement plus a number of days equal to any period prior to the Acceptance during which such Acceptance is delayed by reason of Uncontrollable Circumstances, which additional period shall not exceed two years and b) twenty-five (25) years after the date on which the Commencement of Operations occurs (the “Term”), and ending after an initial period of twenty-five (25) years unless renewed as an option upon the mutual agreement of the parties. Contract re-negotiations between the parties for renewal options should commence at least five years prior to expiration of the Licensing Agreement period.

8.2. Construction Date. The Construction Date will occur when each party has satisfied its Development and Approval Period responsibilities. If the Construction Date does not occur within one (1) year after the Contract Date (as extended by Uncontrollable Circumstances or by mutual agreement) and each party has been diligent, either party may terminate the Service Agreement, with each party bearing its own costs, and neither party will be liable to the other for such termination.

8.3. Facility Decommissioning. At the end of the Contract Period or should the Company never pass an Acceptance Test, then the Company shall, at the discretion of the Cayman Islands Government, remove from the Site all structures, plant and equipment and return the Site an agreed condition at Company’s sole cost and expense or to transfer the ownership and technology of the CSWDM & WTEF to the Cayman Islands Government for the Transfer Price. All contamination, if any, shall be removed or remediated in accordance with the Government’s regulatory requirements and applicable Laws at Company’s sole cost and expense.
9. DEFAULT, TERMINATION AND DISPUTE RESOLUTION

9.1. Remedies For Breach. For breach of the Performance Guarantees, the liquidated damages and payment of any fines and penalties (in addition to repairing and correcting the failure or cause thereof) will be the only remedies available unless such non-performance rises to the level of an Event of Default (and except with respect to third party claims with respect to which the Service Agreement requires indemnification); for other breaches, the other party will have the right to bring any judicial enforcement action (except that the right to terminate the Service Agreement and be paid termination damages shall apply in the circumstances described below).

9.2. Events of Default by the Company without Notice and Cure Opportunity. Events of Default by the Company which will permit termination of the Service Agreement without notice and cure opportunity consist of:

(a) The failure to operate or the abandonment of the CSWDM & WTEF Project in any Contract Year;

(b) The default of the Guarantor under the Guaranty;

(c) The occurrence of emergencies not due to Cayman Islands Government Fault or Uncontrollable Circumstances more than two (2) times in any Contract Year;

(e) The failure to achieve Substantial Completion of the CSWDM & WTEF Project prior to the end of the Extension Period;

(f) The failure to achieve Acceptance of the CSWDM & WTEF Project prior to the second anniversary of the Scheduled Acceptance Date;

(g) Bankruptcy (whether voluntary or involuntary) of the Company or Guarantor;

(h) The failure to post or renew the Performance Bond; or

(i) The failure to commence construction within six (6) months after receiving the Notice to Proceed or nine (9) months after receiving the necessary Legal Entitlements for commencement of construction, whichever occurs first.

(j) The failure to satisfy the development period obligations.

9.3. Events of Default by the Company with Notice and Cure Opportunity. Events of Default by the Company which will permit termination of the Service Agreement only with notice and cure opportunity consist of: (1) the failure to pay undisputed amounts owed the Cayman Islands Government within 60 days; (2) the failure to comply with the Service Agreement; or (3) failure to provide required financial security. The Company shall have a reasonable time period, not to exceed sixty (60) days to cure such breaches, so long as it is diligently trying to achieve compliance.

9.4. Events of Default by the Cayman Islands Government. Events of Default by the Cayman Islands Government which will permit termination without notice and cure opportunity
consist of: (1) voluntary bankruptcy of the Cayman Islands Government and (2) involuntary bankruptcy of the Cayman Islands Government. Events of Default by the Cayman Islands Government which will permit termination only with reasonable notice and cure opportunity of sixty (60) days to consist of: (1) failure to comply with the Service Agreement and (2) failure to pay or credit undisputed amounts owed the Company within sixty (60) days.

9.5. **Convenience Termination.** The Cayman Islands Government shall have the right to terminate the Service Agreement (1) for its convenience and without cause at any time after the Acceptance Date of the Service Agreement upon payment of the applicable Transfer Price, and (2) following any period of six (6) months or more during which any Change in Law has precluded the construction or operation of the CSWDM & WTEF Project, upon payment of the Transfer Price. No allowances for any adverse tax consequence due to a termination under this section shall be included in the termination damages. Upon termination, the Company shall, at the discretion of the Cayman Islands Government, remove from the Site all structures, plant and equipment and return the Site to the condition in which it was provided at Company’s sole expense.

9.6. **Company Contract Termination Rights.** In the event the Company in its discretion ceases commercial operation of the Facility upon notice to the Cayman Islands Government after Acceptance, Company shall be required to pay a termination fee to the Cayman Islands Government at the time of such termination in the amount of seven hundred thousand dollars ($700,000), however, the payment of such termination fee shall not constitute a waiver of any post-termination obligations of Company to the Cayman Islands Government pursuant to the Service Agreement.

9.7. **No Consequential or Punitive Damages.** No consequential or punitive damages shall be payable on any claims arising out of the performance or non-performance of obligations under the Service Agreement, by either the Cayman Islands Government or the Company.

9.8. **Forum for Binding Dispute Resolution.** Judicial proceedings held in the courts of the Cayman Islands will be the sole forum for dispute resolution. The Service Agreement will not provide for arbitration of disputes. The Service Agreement will provide that the parties waive the right to a trial by jury.

9.9. **Non-binding Mediation.** Either party may refer any dispute to non-binding mediation for resolution based upon mutual consent.

9.10. **Limitation on Cayman Islands Government Liability.** If the Company shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission or direction of the Cayman Islands Government, the Company shall be entitled only to an extension of time and shall not have or assert any other claim, cause or action against the Cayman Islands Government based on such delay or hindrance.

9.11. **Practicability of Performance.** The Company acknowledges that the Design Requirements and the technology to be used in the construction and operation of the CSWDM & WTEF Project are furnished exclusively by the Company, and the Company assumes and shall have exclusive responsibility for their efficacy, notwithstanding the negotiation of the terms of the Design Requirements, Substantial Completion Standards, Acceptance Standards, and Performance Guarantees. The Company assumes the risk of the practicability and possibility of performance of the CSWDM & WTEF Project on the scale contemplated by this RFP and any subsequent
clarifications even though such performance and achievement may involve the providing of alternative technologies, technological or market breakthroughs or overcoming facts, events or circumstances which may be different from those assumed by the Company when it entered into the Service Agreement. The Company agrees that the Service Fee is sufficient consideration for assumption of such risks or duties.

10. GENERAL

10.1 **Company Representations And Warranties.** The Company represents and warrants to, and covenants with, the Cayman Islands Government as follows:

1. Company is duly organized and validly existing as a corporation under the laws of ___________ with full legal right, power and authority to enter into and perform its obligations under this Agreement.

2. There is no action or suit, proceeding or to the best of Company knowledge.

3. Company warrants that it has all appropriate authority and approval to use licenses, patents, etc. in meeting its responsibilities contained herein.

10.2. **Company's Business Activities.** The Company will agree that its business will be limited to that contemplated by the Service Agreement that it will not engage in activities or incur liabilities other than in connection with the Company's performance of the Service Agreement and that it will remain a direct or indirect subsidiary of the Guarantor.

10.3. **Guaranty to the Cayman Islands Government.** The Guaranty will provide that the Guarantor shall absolutely, presently, irrevocably and unconditionally guaranty to the Cayman Islands Government that the Company will (1) make all the payments required to be made or credited to the Cayman Islands Government under the Service Agreement and (2) perform and observe all of the covenants and agreements it entered into under the Service Agreement.

10.4 **Performance Bond.** The Company shall provide a performance bond in the amount of [one million dollars (US$1,000,000)] for payment for events of default for performance as specified in Section 9.2.

10.5 **Indemnification by the Company.** In consideration of , the receipt and sufficiency of which is accepted through the signing of this document, the Company will agree that it will protect, indemnify and hold harmless the Cayman Islands Government and its officials, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney’s fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Company or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under the Service Agreement, (2) the operation of the CSWDM & WTEF Project by or under the direction of the Company, and (3) the performance or non-performance of the Company's obligations under the Service Agreement.
10.6 **Property Rights.** The Company will pay all royalties and license fees relating to the design, construction, Acceptance Testing, and operation of any element of the CSWDM & WTEF Project that are owed to a technology licensor or agency.

10.7 **Assignment of Service Agreement.** The Service Agreement may be assigned by either party only with the prior written consent of the other party.

10.8 **Agreement to Provide Technological and Operational Support.** The Company will agree to provide, and to use its best efforts to cause its subcontractors and suppliers to provide, technological and design advice and support to the Cayman Islands Government in the event the Company is terminated. The Company shall, at the end of the Term, turn over all design documents and any spare parts inventory to the Cayman Islands Government. In addition, the Company shall grant to the Cayman Islands Government a perpetual, royalty free license to use the CSWDM & WTEF Project technology brought to the CSWDM & WTEF Project by the Company or its Subcontractors, including the CSWDM & WTEF Project and a technology release stating that the technology suppliers acknowledge that such a license has been granted. The Annual Service Fee shall be deemed payment for all proprietary and technology license rights that the Company holds, whether or not the Cayman Islands Government operates the CSWDM & WTEF Project. Upon the expiration or termination of the Agreement, the Company, the Guarantor and its affiliated companies shall cooperate with the Cayman Islands Government and any new operator in connection with a transition of operating services. This shall include providing a one-time training program geared to the specific operation and maintenance of the CSWDM & WTEF Project, including relating any experienced-based information concerning any Capital Improvements. The Company shall provide the Cayman Islands Government or new operator with a list of all files, access and security codes, instructions, and demonstrations on how to change each code.

10.9 **Uncontrollable Circumstances.** Except with respect to the parties' respective payment obligations, neither the Cayman Islands Government nor the Company shall be liable to the other for any failure or delay in performance of any obligation under the Service Agreement due to the occurrence of an Uncontrollable Circumstance. The party experiencing the Uncontrollable Circumstance shall promptly notify the other party and give specific information relating to the Uncontrollable Circumstance, including impact on the party's obligations under the Service Agreement and any mitigating measures which might be undertaken. The costs related to the occurrence of an uninsured Uncontrollable Circumstance shall be borne by the Cayman Islands Government.

10.10 **Compliance with Transaction Agreements.** The Company shall comply with its obligations under all transaction agreements executed in connection with the CSWDM & WTEF Project, and all other agreements material to the performance of its obligations under the Service Agreement.

10.11 **Actions of the Cayman Islands Government in its Governmental Capacity.** Nothing in the Service Agreement shall be interpreted as limiting the rights and obligations of the Cayman Islands Government in its governmental or regulatory capacity.
SCHEDULE 1
GUARANTY AGREEMENT MODEL

This Project Guaranty Agreement (this “Guaranty”) dated as of ________, 20____, is executed by
[Name of Project Guarantor] ______________________ (the “Guarantor”), a [State/Country] __________________________ corporation/limited liability company, having its principal place of business in [City/State/Country] __________________________, to and for the benefit of the Cayman Islands Government (the “Cayman Islands Government”), a corporation organized and existing under the laws of The Cayman Islands.

RECITALS

WHEREAS, ________________, (the “Company”), a [State/Country] __________________________ corporation/limited liability company and [a wholly owned subsidiary/an affiliate] __________________________ of the Guarantor having an office at ________________, has entered into a Service Agreement (the “Agreement”), dated ________________, 20____, with the Cayman Islands Government;

WHEREAS, the Guarantor is willing to guarantee, as set forth below, the performance of the Company under the Agreement; and

WHEREAS, the Cayman Islands Government would not enter into the Agreement unless the Guarantor provided this Guaranty.

NOW, THEREFORE, as an inducement to the Cayman Islands Government to enter into the Agreements, the Guarantor agrees as follows:

1. Guaranty. The Guarantor hereby absolutely, unconditionally, and irrevocably guarantees (a) the full and prompt payment and performance by the Company of all of the Company’s duties, responsibilities, and obligations under the Agreement in accordance with all the respective terms and conditions of the Agreement, and (b) the payment of all costs incurred by the Cayman Islands Government to enforce this Guaranty. The obligations of the Guarantor under this Guaranty are absolute, present, continuing, irrevocable, and unconditional, shall remain in full force and effect until the Company has fully discharged all of its obligations under the Agreement in accordance with their respective terms, and shall not be subject to any set-off, defense, deduction, or counterclaim (other than defenses otherwise available to the Company) based on any claim that the Guarantor might have against the Cayman Islands Government, the Company, or any other person. Without limiting the foregoing, the obligations of the Guarantor under this Guaranty shall not be released, discharged, diminished, or in any way affected by reason of any change or indulgence (including a gratuitous indulgence not effected by legal modification made or granted by the Cayman Islands Government) including the following (whether with or without notice to, knowledge by, or further consent of the Guarantor):
(a) the extension or renewal of this Guaranty;

(b) any exercise or any failure, omission, or delay by the Cayman Islands Government in the exercise of any right, power, or remedy conferred on the Cayman Islands Government with respect to this Guaranty or the Agreements;

(c) any permitted transfer or assignment of rights or obligations under the Agreement or under any other Related Document (as defined in Section 13 of this Guaranty) by any party or any permitted assignment, conveyance, or other transfer of any of the Cayman Islands Government’s or the Company’s respective interests in the Agreement.

(d) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the Cayman Islands Government or the Company or any other person in the Agreement;

(e) any change, waiver, amendment, extension, alteration, acceleration, or modification in respect of any party’s obligations under the Agreement or the release or discharge of the Cayman Islands Government from the performance or observance of any of its obligations under the Agreement by operation by law;

(f) any change, renewal, amendment, or modification in respect of any of the terms or conditions of any related document;

(g) the voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings against the Cayman Islands Government, the Company, the Guarantor, or any other party to the Agreement, or any of the property of any of the parties to the Agreement, or any allegation or contest of the validity of this Guaranty or any related document in any such proceeding (it is specifically understood, consented, and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted, it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits that might accrue to it by reason of any such proceeding);

(h) any sale or other transfer by the Guarantor or any of its affiliates of any of their ownership interests (if any) in the Company, or other interest of the Guarantor or any affiliate in the Company now or hereafter owned, directly or indirectly, by the Guarantor or any of its affiliates, or any change in the composition of the interests in the Company;

(i) any failure on the part of the Company for any reason to perform or comply with any agreement with the Guarantor;

(j) any failure of any party to the Agreement to mitigate damages resulting from any default under any related Agreements;
(m) the merger or consolidation of any party to the Agreement into or with any other person, or any sale, lease, transfer, abandonment, or other disposition of any or all of the property of any of the foregoing persons to any person;

(n) any legal disability or incapacity of any party to the Agreement;

(o) the entering into any agreement by the Company or the Guarantor was invalid or in excess of the powers of the party;

(p) the rights of any person as against any party to the Agreement becoming barred by any applicable statute of limitation or otherwise;

(q) the addition of another guarantor of the Company’s duties, obligations, and responsibilities under the Agreement; or

(r) the partial or complete release of another guarantor of the Company’s duties, obligations, and responsibilities under the Agreement.

The Cayman Islands Government may enforce this Guaranty without first resorting to any action against the Company or any other person or exhausting any other remedies the Cayman Islands Government might have. Each and every Event of Default by the Company under the Agreement shall give rise to a separate cause of action under this Guaranty, and separate suits may be brought under this Guaranty by the Cayman Islands Government as each cause of action arises. The Guarantor’s obligations under the Guaranty shall not terminate and may not be terminated by the Guarantor until such time as the expiration or termination of the Agreement and all the Company’s duties, obligations, and responsibilities under the Agreement is fully satisfied.

2. **Guarantor Waivers.** The Guarantor hereby unconditionally and irrevocably waives:

(a) notice from the Cayman Islands Government of its acceptance of this Guaranty;

(b) notice of any of the events referred to in Section 3 of this Guaranty, except to the extent that notice is required to be given as a condition to the enforcement of the Company’s obligations under the Agreement;

(c) to the fullest extent lawfully possible, all notices that may be required by statute, rule of law, or otherwise to preserve intact any rights against the Guarantor, including, without limitation, presentment to, or demand of payment from, the Company with respect to any obligations, and notice to the Company of default or protest for nonpayment or failure by the Company to perform and comply with its obligations, except any notice provisions to the Company required pursuant to the Agreement;

(d) to the fullest extent lawfully possible, all defenses that may now or hereafter exist by virtue of any stay, valuation, moratorium, statute of limitation, or similar law in any way limiting or restricting the liability of the Guarantor under this Guaranty, except the sole defense of payment and performance;
(e) any right to require a proceeding first against the Company or any other person or the security provided by or under any related agreements;

(f) any requirement that the Company or any other person be joined as a party to any proceeding for the enforcement of any term of any related agreement;

(g) the filing of claims by the Cayman Islands Government in the event of the receivership or bankruptcy of the Company;

(h) presentation to, demand of performance from, and protest to, the Cayman Islands Government of the obligations of the Company under the Agreement; and

(i) all demands upon the Company or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 2 by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional, and continuing obligations under this Guaranty, it being the intention of the Guarantor that its obligations under this Guaranty shall not be discharged except by payment and performance and then only to the extent of the payment and performance.

Additionally, the Guarantor waives and agrees not to exercise any right of subrogation, indemnification, or other right of contribution, recourse, or reimbursement from the Company or any other right to payment from the Company arising out of or on account of any sums paid or agreed to be paid by the Guarantor under this Guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, until such time as all of the Guarantor’s obligations under this Guaranty are indefeasibly paid or performed in full and not subject to being set aside by the order of a bankruptcy court or other court of competent jurisdiction.

3. **Representations and Warranties.** The Guarantor represents and warrants to, and covenants with, the Cayman Islands Government as follows:

(a) The Guarantor has full power and unrestricted right to enter into this Guaranty, to incur the obligations provided for in this Guaranty, and to execute and deliver this Guaranty to the Cayman Islands Government, and, when executed and delivered by the Guarantor, this Guaranty will constitute a valid and legally binding obligation of the Guarantor, fully enforceable in accordance with its terms. The Guarantor is a corporation incorporated, duly organized, and validly existing in good standing under the laws of the [State/Country] of [____________________] and has full corporate power and authority to enter into this Guaranty. The Guarantor’s execution, delivery, and performance of this Guaranty have been duly authorized by all necessary corporate entities, and this Guaranty has been duly and validly executed and delivered on behalf of the Guarantor;

(b) The financial statements of the Guarantor that have been furnished to the Cayman Islands Government are complete and correct and fairly present the Guarantor’s financial condition and results of operations as of the date or dates indicated. There has been no material adverse change in the Guarantor’s financial condition or results of operations since the date of its most recent financial statements furnished to the Cayman Islands Government;
(c) The Guarantor has good and marketable title to all of its properties and assets reflected on its most recent financial statements furnished to the Cayman Islands Government. All such properties and assets are free and clear of liens of any nature, except as disclosed in those financial statements;

(d) The Guarantor has filed or caused to be filed, or is in the process of filing, all national, Cayman Islands Government, foreign, state, and local tax returns that are required to be filed by it, and has paid all taxes as shown on those returns or on any assessments received by it to the extent that those taxes have become due and payable;

(e) The execution, delivery, and performance by the Guarantor of this Guaranty will not violate, conflict with, or constitute any default under any law, order, decree, government, regulation, stipulation, or any agreement or instrument binding upon the Guarantor or the bylaws or certificate of incorporation of the Guarantor;

(f) No approval, authorization, or other action by, or filing with, any governmental authority is required in connection with the execution, delivery, and performance by the Guarantor of this Guaranty; and

(g) There are no suits or proceedings by or before any court or administrative agency pending or threatened against or affecting the Guarantor that, if adversely determined, would have a material adverse effect on the financial condition or business of the Guarantor.

4. Financial Statements. The Guarantor covenants and agrees that, as long as the Agreement is in effect, the Guarantor will provide to the Cayman Islands Government the annual financial statements specified in Section [_____] of the Service Agreement. In addition, the Guarantor shall furnish to the Cayman Islands Government, at any time and from time to time upon its request, such additional information regarding the business, affairs, and financial condition of the Guarantor, its properties, and its direct and indirect subsidiaries, in such detail as the Cayman Islands Government may reasonably request, including copies of income or other tax returns of the Guarantor. The Guarantor covenants that, during the term of this Guaranty, it will pay or cause to be paid as they become due and payable all taxes, assessments, and other governmental charges lawfully levied or assessed or imposed upon it or its income or properties.

5. Assignment. The Guarantor may not assign its duties, obligations, and responsibilities under this Guaranty, except to a successor by merger or consolidation or to any transferee of all or substantially all of the assets of the Guarantor. The Guarantor shall give written notice to the Cayman Islands Government of any such assignment within thirty (30) calendar days after the effective date of the merger, consolidation, or asset transfer.

6. Currency Fluctuations. If any sum due to the Cayman Islands Government from the Guarantor under this Guaranty or any order or judgment given or made in relation to this Guaranty has to be converted from United States currency into another currency for the purpose of: (a) making or filing a claim or proof against the Guarantor; (b) obtaining an order or judgment in any court or other tribunal; or (c) enforcing any order or judgment given or made in relation to this Guaranty, the Guarantor shall indemnify and hold harmless the Cayman Islands Government from and against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for that purpose to convert the sum in question from the United States currency into the other
currency and (ii) the rate or rates of exchange at which the Cayman Islands Government may, in the ordinary course of business, purchase the United States dollars with the other currency on receipt of the sum paid to it in satisfaction, in whole or in part, of any such order, claim, proof, or judgment.

If the Guarantor is compelled by law, order, decree, regulation, or stipulation to make any deduction or withholding on account of any present or future taxes (including use, sales, capital, property, franchise, consumption, occupational, license, value added, excise, stamp, levies, and impose taxes, and customs and other duties), assessments, fees (including documentation, license, filing, and registration fees), deductions, withholdings, and charges, of any kind or nature whatsoever, together with any fines, penalties, additions, or tax or interest thereon, however imposed, withheld, levied, or assessed by any country or governmental subdivision, any governmental authority, any international authority, or any other taxing authority (collectively, “Taxes”) from any payment due under this Guaranty for the account of the Cayman Islands Government, the sum due from the Guarantor in respect of that payment shall be increased by additional amounts necessary to ensure that, after the making of the deduction or withholding with respect to Taxes, the Cayman Islands Government receives a net sum equal to the sum that it would have received had no such deduction or withholding with respect to Taxes been made, and the Guarantor shall indemnify the Cayman Islands Government against any losses or costs incurred by it by reason of any failure of the Guarantor to make any such deduction or withholding or by reason of any such additional payment not being made to the Cayman Islands Government on the due date for that payment. The Guarantor shall deliver to the Cayman Islands Government evidence satisfactory to the Cayman Islands Government, including all relevant tax receipts that those Taxes have been fully and duly remitted to the appropriate authority.

7. **Waiver and Modification.** No delay, omission, or course of dealing by the Cayman Islands Government in exercising any right, power, remedy, or privilege under this Guaranty or the Agreements or to require strict performance by the Guarantor of any of the terms, conditions, provisions, or warranties contained in this Guaranty or in any other document, agreement, or instrument shall operate as a waiver of it or affect or diminish any right of the Cayman Islands Government to thereafter demand strict compliance or performance. A single or partial exercise of any right, power, remedy, or privilege under this Guaranty or the Agreements does not preclude any further exercise of it or the exercise of any other right, power, or privilege. No waiver, release, amendment, modification, or termination of this Guaranty shall be established by the conduct, custom, or course of dealing of any party. A waiver, release, amendment, modification, or termination of this Guaranty will be valid and effective only if it is in writing and signed by a duly authorized representative of the Cayman Islands Government.

8. **Legal Proceedings.** The Guarantor hereby agrees to the service of process in the Cayman Islands for any claim or controversy arising out of or relating to this Guaranty. The Guarantor (a) consents to the personal jurisdiction of the Cayman Islands Government courts having jurisdiction in the Cayman Islands, (b) stipulates that the proper, exclusive, and convenient venues for all legal proceedings arising out of the Agreements or this Guaranty is the Cayman Islands courts proceedings, and (c) waives any defense, whether asserted by motion or pleading, that the Cayman Islands is an improper or inconvenient venue. **THE GUARANTOR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT PERTAINING TO THIS GUARANTY OR THE AGREEMENTS.**
9. **Governing Law.** The validity, construction, enforcement, and interpretation of this Guaranty are governed by the laws of the Cayman Islands, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. The parties waive any rule of law that would require any ambiguity in this Guaranty to be construed against the party who drafted it.

10. **Severability.** The Guarantor has executed this Guaranty with the intention that every provision of it is valid, lawful, and enforceable. Accordingly, each provision of this Guaranty should be applied and interpreted so it is valid, lawful, and enforceable. If a provision of this Guaranty (or the application of it) is held by a court to be invalid, unlawful, or unenforceable under applicable law, however, that provision will be considered separable from the remaining provisions of this Guaranty, will be reformed and enforced to the extent that it is valid and lawful, and will not affect the validity, lawfulness, or enforceability of any other provision of this Guaranty or the application of that provision to a person or circumstance in which it is valid, lawful, and enforceable.

11. **Third Party Rights.** This Guaranty shall be binding upon and enforceable against the Guarantor and every assignee, legal representative, and successor in interest of the Guarantor (including any successor by merger or consolidation or any transferee of all or substantially all of the assets of the Guarantor), whether or not those obligations are expressly assumed by the successor, assignee, or transferee and is for the benefit of the Cayman Islands Government and each permitted successor and assignee under the Agreement. The Guarantor has executed this Guaranty in favor of the Cayman Islands Government solely and exclusively for the benefit of the Cayman Islands Government.

12. **Notices.** Every notice, consent, demand, and approval required or permitted by this Guaranty will be valid only if it is (a) in writing (whether or not the applicable provision of this Guaranty states that it must be in writing), (b) delivered personally or by telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and (c) addressed by the sender to the intended recipient as follows:

(a) **If to the Cayman Islands Government:**

   Attention:

(b) **If to the Guarantor:**

or to such other address as the intended recipient may designate by notice given to every other party to this Guaranty in the manner provided in this section. A validly given notice, consent, demand, or approval will be effective on the earlier of its receipt, if delivered personally, telecopy, email or commercial courier, or the fifth calendar day after it is postmarked by the Postal Service, if delivered by first class, postage prepaid, airmail.

13. **Miscellaneous.** This Guaranty may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Additionally, for purposes of this Guaranty, (a) the word “or” is not exclusive, (b) the word
“including” is always without limitation, (c) neuter words should be construed to include correlative feminine and masculine words, (d) words in the singular number include words in the plural number and vice versa, (e) the word “order” includes an order, decree, ruling, judgment, or injunction by a court or governmental authority, (f) the term “governmental authority” includes a government, a public body or authority, and any governmental body, unit, agency, authority, department, or subdivision, whether domestic or foreign or local, state, regional, or national, (g) the word “law” includes a state or national code, rule, statute, or regulation and the common law arising from final, nonappealable decisions of governmental authorities or the relevant courts. or, (h) the word “person” includes, in addition to a natural person, a group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, governmental authority, limited liability company, and unincorporated organization, (i) the word “costs” includes all internal expenses, the fees, costs, and expenses of experts, attorneys, mediators, witnesses, arbitrators, collection agents, and supersedes bonds, whether incurred before or after demand for payment or performance or commencement of legal proceedings, and whether incurred pursuant to trial, appellate, mediation, arbitration, bankruptcy, administrative, or judgment-execution proceedings, and (j) the term “Related Documents” means the Agreement, the Power Purchase Agreement, this Guaranty, and any credit support agreement relating to the performance of the Company. Unless otherwise defined in this Guaranty, all capitalized terms used in this Guaranty have the meanings attributed to them in the Agreement between the Cayman Islands Government and the Company. If the Agreement is assigned or transferred by the Cayman Islands Government, the Guarantor shall execute and deliver to the Cayman Islands Government all documents (if any) deemed necessary by the Cayman Islands Government to ensure that this Guaranty remains in full force and effect.

[GUARANTOR]

By: ________________________________
Name: ________________________________
Title: ________________________________

ATTEST:

By: ________________________________
Secretary

Accepted By:

CAYMAN ISLANDS GOVERNMENT

By: ________________________________

APPROVED AS TO FORM:

__________________________________
Legal Department

Cayman Islands Government
SCHEDULE 2
PERFORMANCE GUARANTEES
[from Proposal Form 13]
SCHEDULE 3
ENVIROMENTAL GUARANTEES

During Acceptance Testing of the Facility by the Company the results of the Acceptance Test shall demonstrate that the design and the construction of the CSWDM & WTEF meets the standards presented herein:

Noise:
- Noise levels from the CSWDM & WTEF Equipment at Full Operating Capacity should comply with the minimum levels as determined by the local authority.

Odor:
- Outdoor odors:
  - less than 25 OU (dilution to threshold) at any location outside of the CSWDM & WTEF buildings on-Site
  - less than 4 OU (dilution to threshold) at any location off-Site or at the discretion of the Cayman Islands Government

In addition, the Company shall immediately respond to and properly investigate all odor complaints and shall use its best efforts to modify its operation and maintenance practices in response to any complaints about the CSWDM & WTEF Project. The Cayman Islands Government at its discretion may require the Company to conduct additional testing in response to any odor or nuisance complaints.

Emission:
Air Emissions shall not exceed the standards set by the local authority having jurisdiction

Permit Requirements:
Facility shall meet all permit requirements.
SCHEDULE 4
PRODUCT SPECIFICATIONS FOR MATERIALS
[from Proposal Form 15]
SCHEDULE 5

“UNACCEPTABLE WASTE”

Unacceptable Waste, as such term is used in the Agreement, means the following:

Unacceptable Waste” only refers to the solid waste that cannot be processed directly in the W-T-E plant itself, but does not include waste that can otherwise be managed at the facility site as specified by the regulatory agency.

All solid waste must be managed at the CSWDM & WTEF in one form or another if it cannot be incinerated or processed directly for energy generation purposes.

No other solid waste shall be deemed unacceptable waste or be refused by the Company for disposal management at the CSWDM site. The company cannot refuse to accept waste for overall disposal management at the site. Therefore, no waste is technically unacceptable at the site.
SCHEDULE 6
SAFETY AND SECURITY PLAN
[from Proposer’s proposal]
SCHEDULE 7
SUBSTANTIAL COMPLETION STANDARDS

7.1 GENERAL

The Company shall meet the following standards before providing notice to the Cayman Islands Government that the CSWDM & WTEF Facility are substantial complete:

- The Facility is sufficiently complete, so that the CSWDM & WTEF Facility can be used for the intended purposes.

- The Company performed a start-up and shakedown period as further described below.

- The Company conducted all testing as required to ensure that the Acceptance Test shall be successfully completed with minimal interruptions.

- The CSWDM & WTEF Facility processed one month of the design CSWDM & WTEF throughput. If multiple process trains are provided, each train shall process an equivalent portion of one month of the design Facility throughput.

- The Company performed all required maintenance in accordance with manufacturer’s and industry standards.

7.2 START-UP

[To be developed]
SCHEDULE 8
ACCEPTANCE STANDARDS

The CSWDM & WTEF shall be approved by the Cayman Islands Government if an Acceptance Test demonstrates that all of the following criteria are satisfied:

- The minimum quantity of Acceptable Waste (in units of tons per day) as specified in Proposal Form 13 is processed per six (6) day period.

- The quantity of each type of Marketable Recovered Products and the total Material Recovery Rate as a percent of Acceptable Waste as specified in Proposal Form 13 is transferred to the Intended Market as specified in Proposal Form 15.

- The Marketable Recovered Products produced satisfy the product specifications given in Proposal Form 15 as determined by the Product Specification Test.

- The Performance Guarantees for consumables usage, as listed in Proposal Form 13, are satisfied during the six (6) day Acceptance Tests.

- The Gross and Net Electrical Generation as specified in Proposal Form 13 were generated during the Acceptance Test.

- Process Residue produced is less than the percentage, as listed on Proposal Form 13 of Acceptable Waste processed, as determined during the Residue Generation Test.

- Environmental Compliance Test is satisfactorily completed, and all test parameters are determined to be within the limitations of all applicable permits, rules, regulations, laws, codes, ordinances and mandates of Cayman Islands Government.
SCHEDULE 9
O & M STANDARDS
(to be developed)
SCHEDULE 10
INSURANCE COVERAGE
(from Proposal Form 12)
SCHEDULE 11
REPORTING REQUIREMENTS
(to be developed)
SCHEDULE 12

SAMPLING AND TESTING

12.1 GENERAL

The Company shall be responsible for sampling and testing in accordance with this Schedule. This Schedule describes the requirements associated with sampling and testing for:

- Odor testing.
- Residue Testing
- Higher heating value determination.
- Noise testing and analysis
- Environmental compliance.

The Company shall also be responsible for the sampling and testing required to operate and maintain the CSWDM & WTEF in accordance with local requirements.

12.2 ODOR TESTING

The Company shall be responsible to conduct odor testing on an annual basis or more frequently as required by Cayman Islands Government or regulatory agencies. The Company shall immediately respond to and properly investigate all odor complaints and shall use its best efforts to modify its operation and maintenance practices in response to any odor complaints about the CSWDM & WTEF Project. The Government at its discretion may require the Company to conduct odor testing in response to any odor complaints. The odor testing shall be performed in accordance with the odor testing protocol approved as part of the Acceptance Test. The Company shall be required to comply with the Environmental Guarantees Schedule 3 at all times.
12.3 RESIDUE TESTING

The Company shall be required to perform residue testing. The Company shall submit a protocol for approval to determine the following:

- The residue generated from the CSWDM & WTE process is not hazardous as determined from a monthly TCLP test from a certified testing laboratory.

- The residue generated complies with the Performance Guarantees from Schedule 2 for unburned combustibles content and percentage of Acceptable Waste.

12.4 Higher Heating Value Determination

[To be developed]

12.5 Noise

[To be developed]

12.6 Environmental Compliance

[To be developed]
SCHEDULE 13
PERIODIC INSPECTIONS AND AUDIT

(to be developed)
SCHEDULE 14
TRANSFER PRICE
[From Proposal Form 9]
SCHEDULE 15
CONCEPTUAL DRAWINGS
(From Proposer’s Proposal)
SCHEDULE 16
EQUIPMENT DATA SHEETS
(From Proposal Form 8)
SCHEDULE 17
MASTER PROJECT SCHEDULE
(From Proposers Proposal)
SCHEDULE 18
HHV FORMULA
(From Proposers Proposal)
SCHEDULE 19
[TERMS OF PERFORMANCE BOND]
APPENDIX A

TECHNICAL SPECIFICATIONS

CAYMAN ISLANDS

COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT AND

WASTE-TO-ENERGY FACILITY

(CSWDM & WTEF)
Appendix A
Technical Performance Specifications

1.0 OVERVIEW
  1.1 General
  1.2 Facility Requirements

2.0 DESIGN CODES AND STANDARDS
  2.1 Local Codes
  2.2 International Codes and Standards

3.0 UTILITIES
4.0 SITE WORK
5.0 TRAFFIC CONTROL
6.0 STORM WATER MANAGEMENT
7.0 SUBSURFACE EXPLORATION
8.0 SURVEY

9.0 SITE MAINTENANCE
  9.1 Vermin Control

10.0 LANDSCAPING
11.0 ARCHITECTURAL
12.0 HEATING VENTILATION AND AIR CONDITIONING
13.0 ELECTRICAL
14.0 TIPPING AREA
15.0 ROLLING STOCK
16.0 WTE SYSTEM
17.0 MSW PROCESSING AND FEED STOCK
18.0 WASTE HEAT RECOVERY
19.0 STAND-BY POWER
20.0 COOLING SYSTEM
21.0 PROCESS CONTROL SYSTEM
22.0 CONTINUOUS EMISSION MONITORING
23.0 STACKS
24.0 ENVIRONMENTAL DISCHARGE CONTROL
25.0 EXPANSION CAPABILITY AND PROTOCOL
26.0 OPERATION AND MAINTENANCE RESPONSIBILITIES
1.0 OVERVIEW

1.1 GENERAL

The Company’s Facility shall, at a minimum, meet the technical requirements described in this Appendix A. The **minimum technical requirements** described in this section include design, fabricate, furnish, assembly, install, start-up and testing work. The Company may exceed the minimum technical requirements to maximize the waste throughput and energy recovery of the Facility within the limits of applicable permits and to meet the Company’s guarantees as specified in the Service Agreement. Company’s Technical Specifications, Drawings required to be submitted in the RFP, and Proposal Forms 8, 13, 14, and 15 (Major Equipment List and Specifications of Major Equipment/Systems, Performance Guarantees, Environmental Guarantees, Product Specification Guarantees) will become Schedules or Appendices to the Service Agreement.

1.2 FACILITY REQUIREMENTS

1.2.1 Capacity

The CSWDM & WTEF shall be capable of receiving, processing, handling, and treating all existing municipal solid waste per year and properly managing the residue produced from the process. Future waste projections must also be considered through modular system expansions.

1.2.2 Working Hours

The Company shall operate the Facility during normal working hours in accordance with the Operation and Maintenance Plan included as part of the Solid Waste Facility Permit and local requirements.

1.2.3 Equipment Manufacturer Requirements

The Company shall provide evidence that all equipment manufacturers shall have at a minimum of five (5) years of experience in the design, furnish, construct, assembly, start-up and testing of their equipment, unless otherwise specified.
2.0 DESIGN CODES AND STANDARDS

2.1 CODES

In general, the Cayman Islands Building Codes or other approved International Codes shall be followed for the construction of the CSWDM & WTEF.

3.0 UTILITIES

The proposed site will be serviced by public and municipal utility systems. The Company shall design and construct all utility interfaces in accordance with applicable Cayman utility regulations.

The Company shall be responsible for connecting to the existing sewer main in accordance with the Cayman Islands Governmental requirements.

The Company shall be responsible for connecting to the local municipal water main. Makeup water for fire protection must also be obtained. The Company shall make every effort to recycle all process wastewater to the greatest extent appropriate. Potable water shall only be used where necessary. Nonpotable water (either recycled or from other sources) should be used where it shall not adversely affect the operation of the system.

The Company shall make arrangements with the local electric utility company to supply electric power to the CSWDM & WTEF during development and construction of the Facility and at times when the CSWDM & WTEF does not generate sufficient in-house power.

The Company shall make arrangements with the local natural gas utility company to provide natural gas service to the CSWDM & WTEF, if desired.
4.0 SITE WORK

The Site Plan shall address the aesthetic/visual impact of the CSWDM & WTEF on the surrounding area, the setbacks from the property boundaries, and other concerns of the Cayman Islands Planning Department and Development Board.

The design and construction of the to the CSWDM & WTEF shall include, but not be limited to all site clearing, grubbing, cut and fills, soil stabilization, and drainage necessary to prepare the site for construction of the to the CSWDM & WTEF; all landscaping, access roads and ramps, parking facilities, outside building lighting, parking lot and sidewalk lighting, berms and sound barriers, drainage swales, storm water piping, utility connections, water supply and wastewater conveyance systems, and fencing. Design and construction shall comply with all Cayman Islands regulations.

Security fencing adequate to discourage trespass onto the site shall be constructed along the perimeter of the CSWDM & WTEF. A means to control entry at all times from road access shall be provided.

The Company shall be responsible for all dust control and other nuisances at the site. The Company shall prevent the spread of dust during operations. Moistening all surfaces with water shall be done to prevent dust from becoming a nuisance to the public and neighbors. The Company shall furnish labor and equipment necessary for dust control including but not limited to tank trucks, hoses, spreaders, etc.

5.0 TRAFFIC CONTROL

The Site design shall provide an adequate ingress and egress road to maintain adequate sight distances and turning radii and continuous control of all traffic movements during Facility operating hours. The to the CSWDM & WTEF design shall also include adequate on-site roadways, parking and maneuvering areas to efficiently and safely accommodate anticipated traffic levels during normal and
emergency periods, and to minimize the impact of traffic on noise and air quality levels. Adequate parking and maneuvering areas shall be provided for the CSWDM & WTEF staff and visitors.

### 6.0 STORM WATER MANAGEMENT

The Company shall install and test all necessary storm drainage piping, storm water mains, manholes and inlets. The storm water system shall not be utilized for the dumping of unauthorized substances. Drainage from any runoff areas, which requires treatment, shall be separately collected and treated prior to discharge to the storm sewer system. The storm drainage system shall comply with relevant local and good engineering practice as approved by the relevant authorities.

### 7.0 SUBSURFACE EXPLORATION

The Company shall be responsible for conducting subsurface investigations at the Site to determine design requirements for construction and suitability with the proposed CSWDM & WTEF.

### 8.0 SURVEYS

The Company shall perform all work and services necessary for or incidental to the performance and completion of survey work necessary for the construction of site work, buildings, new utilities, and establish and maintain bench marks, make measurements to verify location of completed construction, and survey alignment to existing property boundaries.

### 9.0 SITE MAINTENANCE

The Company shall be responsible for the maintenance of the Site. The Company shall clean up and remove from the Site all rubbish and materials as they accumulate and shall not permit them to be scattered about the Site.
9.1 Vermin and Rodent Control

During the course of construction and operation, a Pest control programme for vermin and rodents shall be maintained by the Company. If necessary, the Company shall employ the services of a professional exterminator.

10 LANDSCAPING

Landscaping of the Site shall be used to control or screen views from adjacent off-Site roads. One goal of the Site landscaping is to provide an effective physical buffer between the sights and sound of the CSWDM & WTEF operations and off-Site roads and areas with a view of the site. However, the landscaping of the CSWDM & WTEF shall not hinder vehicle-to-vehicle or vehicle-to-pedestrian sight lines at the Facility access locations or within the Facility.

Landscaped areas shall be provided to enhance the visual appearance of the Site from the surrounding area, and to aid in soil stabilization during and after construction.

11.0 ARCHITECTURAL

The CSWDM & WTEF presence in the Cayman Islands environs shall project a coherent architectural statement that shall conform to the high standards for development within the area. To this end, all visible process elements shall be designed to contribute to this image of the CSWDM & WTEF as a good neighbor to the surrounding community.

The CSWDM & WTEF shall be designed and constructed of quality materials to ensure that with proper maintenance and repair the CSWDM & WTEF shall remain in good condition both functionally and visually throughout the operating period and during hurricanes.

All buildings, enclosures, canopies, and the like shall be consistent with an integrated design concept throughout the CSWDM & WTEF. The buildings provided shall include but are not limited to: Administrative, Storage and Maintenance, Scale House,
Laboratory, and First Aid Centre. These must be design and furnished to facilitate the usage.

12 HEATING, VENTILATION AND AIR CONDITIONING

The Company shall conform to all local laws, ordinances and regulations affecting the erection and operation of the heating, ventilation and air conditioning equipment.

13 ELECTRICAL WORK

The electrical interconnection requirements for export and import of electricity shall be in accordance with the local Utility's requirements. It shall be the responsibility of the Company to develop the specific electrical interconnection requirements that apply to the CSWDM & WTEF.

The Company shall furnish, install and connect any additional components, parts, items and devices not specifically mentioned herein, but necessary for the proper operation of the equipment. The systems shall be provided in accordance with all local and international code requirements. Each system shall be furnished and installed complete with all appurtenances necessary to be fully operational.

The Company shall provide temporary electrical service required for construction of the CSWDM & WTEF, including all fees to the Utility for its work associated with such electrical service and connections. The installation shall conform to the requirements of the Utility and local codes.

The Company shall provide emergency lighting in accordance with local and fire standards.

14 TIPPING AREA

The tipping area in the Main Process Building shall be designed to handle the type and quantity of vehicles to be used for waste delivery and bypass waste disposal.
15 ROLLING STOCK

Company shall furnish all vehicles required for the handling, processing, and transferring of all materials within the CSWDM & WTEF. The mobile equipment shall be capable of continuous service, recognizing normal in-service maintenance and repair.

16 WASTE-TO-ENERGY SYSTEM

Specific design requirements for the CSWDM & WTEF and its components shall be established based on proven technology and good engineering practice. Design shall allow startup, shutdown, part-load, and transient operations of the system without adverse environmental performance. The entire CSWDM & WTEF, clean-up, and auxiliary systems shall be laid out and designed for easy access and operations and maintenance convenience. Sufficient instrumentation shall be provided (with redundancy) to monitor the required parameters.

17 MSW PROCESSING AND FEED STOCK PREPARATION

Solid waste processing systems shall include all equipment necessary to render the incoming municipal waste to feedstock quality as required by the CSWDM & WTEF system. The Company’s W-T-E technology shall establish the extent of such up-front processing required.

18 WASTE HEAT RECOVERY

Where practicable, the Company shall utilize recovered waste heat generated, as necessary.

19 STAND-BY POWER AND DISTRIBUTION SYSTEM

The Company shall provide the stand-by power generation and distribution system to provide electricity during periods of plant power interruption.
20  COOLING SYSTEM

The Company shall provide an approved cooling system that is capable of meeting the maximum process cooling requirements. Disposal of any heated water shall comply with the local environmental standards.

21  PROCESS CONTROL SYSTEM

The CSWDM & WTEF shall be provided with instruments, meters, gauges, manual controls, and automatic controls to a level consistent with safe, efficient and economical operation of the Facility. The various to the CSWDM & WTEF functions shall be controlled locally with a central control room. Major process islands shall have independent control means local to the processes with suitable ties to the main control room for oversight, alarm, trending, and operational integration.

22  CONTINUOUS EMISSIONS MONITORING SYSTEM (CEMS)

The Company shall provide a CEMS including all necessary equipment, instrumentation, and controls to continuously monitor the specified engine exhaust emission concentrations and opacity in each stack. The Company shall provide a microcomputer based CEMS for all process trains that measures visible emissions (opacity), O₂, CO, SO₂, NOₓ and HCl for the engine exhaust. The CEM system shall maintain calibration and generate periodic logs and reports in accordance with permit requirements and formats. The CEMS shall meet or exceed the requirements of EPA and permit conditions.

Monitoring of synthesis gas production shall be in accordance with agreed standards of Appendix A and may be coordinated with the CEMS at the option of the Company.

23  STACKS

The stacks shall be designed and erected in accordance with applicable codes and regulations. Stack design shall be, at a minimum, in accordance with Good Engineering Practice (GEP) subject to satisfactory dispersion modeling results.
24 ENVIRONMENTAL DISCHARGE CONTROL

The to the CSWDM & WTEF shall be designed, constructed, and operated to avoid adverse environmental impacts on the surrounding area regardless of process status. At a minimum the following environmental factors should be addressed: noise pollution, air pollution, dust control, hazardous materials management, and wastewater treatment and disposal.

25 EXPANSION CAPABILITIES AND PROTOCOL

The Company shall submit an Expansion Protocol describing the expansion capabilities of the CSWDM & WTEF. The Expansion Protocol shall provide:

- Mass and energy balance indicating the throughput for all major equipment/systems provided for the original to the CSWDM & WTEF and the expanded to the CSWDM & WTEF
- The modifications required to expand the CSWDM & WTEF for each major equipment/system.
- Increased consumables usage.
- Letters of Interest from the Intend Markets to receive the additional Marketable Recovered Product detailing the ability of the Intended Market to receive and use the additional quantity of Marketable Recovered Product.

26 OPERATION AND MAINTENANCE RESPONSIBILITIES

The Company shall be responsible for operating and maintaining the Facility in accordance with the Service Agreement, the Operations and Maintenance Manual approved by the Cayman Islands Government and the appropriate regulatory agency, all applicable local laws, and industry standards. The Operation and Maintenance Manuals and a copy of the current as-built Drawings shall be available at all times.
The control system shall serve as an independent Data Logger that will have the ability to do the following:

- Retain all scanned data for seven days; Accumulate data and average every hour (rolling averages not permitted); and data shall be sampled a minimum 15 times/minute.

- Retain hourly averages for up to six (6) months.

- Store data on diskette or compact disk (CD) in a manner to be read by a personal computer (PC) with the latest available Windows operating system.

- Provide software for reading data on a standard personal computer

- Generate “user friendly” reports as required by plant engineering, applicable environmental regulations, and Cayman Islands Government staff.

- Provide trending information of data selected by staff in minutes, hours, and days.

- Perform automatic archiving to CD or similar proven method and ability to retrieve data as required.

- Print alarms.
APPENDIX B

ACCEPTANCE TEST

CAYMAN ISLANDS
COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT
FACILITY AND WASTE-TO-ENERGY
(CSWDM & WTEF)

REQUEST FOR PROPOSALS
Appendix B: Acceptance Testing

1.0 ACCEPTANCE TEST PLAN

2.0 ACCEPTANCE TEST NOTICE

3.0 GOVERNMENT INSPECTIONS

4.0 TEST RESULTS AND CERTIFICATIONS

5.0 ACCEPTANCE TEST PROCEDURES

5.1 Throughput Test
5.2 Material Recovery and Volume Reduction Test
5.3 Consumables Usage Test
5.4 Electrical Generation Test
5.5 Residue Generation Test
5.6 Product Specification Test
5.7 Environmental Compliance Test (e.g. air, noise, wastewater characteristics)
5.8 Reliability Test
5.9 Noise Test
5.10 Odor Test
5.11 Effluent Test
5.12 Reliability Test

6.0 ACCEPTANCE STANDARDS
APPENDIX B
ACCEPTANCE TESTING

1.0 ACCEPTANCE TEST PLAN

At least one hundred twenty (120) days prior to beginning the Acceptance Tests, the Company shall submit to the Cayman Islands Government a detailed Test Plan defining the test program as related to each specified objective. The Test Plan shall define the procedures to be used, the specific measurements to be made, and the proposed usage of permanent and temporary instrumentation, the organization of the test team, the testing schedule, and the operating and maintenance schedule during testing. The Test Plan shall specify the contents of the Acceptance Test report. The Test Plan shall include specific, detailed sampling protocols and procedures to be utilized in conducting the following tests:

- Throughput Test
- Material Recovery and Volume Reduction Test
- Consumables Usage Test
- Energy Generation Test
- Synthesis Gas Test
- Residue Generation Test
- Product Specification Test
- Environmental Compliance Test
- Noise Test
- Odor Test
- Effluent Test
- Reliability Test

Preliminary tests may be conducted at the Company’s expense; however, the results of such tests shall not be included or made part of the Acceptance Tests report. The Acceptance Tests shall not be conducted until the Substantial Completion has been achieved as determined by the Cayman Islands Government, the Test Plan is approved, and authorization is received from the Cayman Islands Government. The Cayman Islands
Government may at its sole discretion allow the Acceptance Tests to commence prior to achieving Substantial Completion.

The Cayman Islands Government and its designated representative(s) shall comment on, or approve the Test Plan within thirty (30) days of receipt. However, the Test Plan shall not be considered complete and approved until all of the Cayman Islands Government comments are resolved. The Cayman Islands Government approval shall not be unreasonably withheld provided that the Company makes every effort to provide expeditious response to all comments. The parties shall make a joint effort to resolve and finalize the Test Plan within forty-five (45) days from the Company’s Test Plan submittal.

2.0 ACCEPTANCE TEST NOTICE

The Company shall give at least thirty (30) days prior written notice of the schedule for Acceptance Tests, the date and time of the Acceptance Tests, and the total material quantities and the delivery schedule necessary for the performance of the Acceptance Tests. All additional Acceptance Tests shall be subject to the requirements of the original Acceptance Tests and shall also be at the Company’s cost and expense.

3.0 INSPECTIONS

The Cayman Islands Government and its designated representative(s) shall have the right, at the Cayman Islands Government’s expense, to verify the preparation for, and the conduct of, the Acceptance Tests pursuant to the Test Plan. These inspections shall be conducted to verify compliance with the approved Test Plan and verify the integrity of the results of the Acceptance Tests. The Company shall cooperate fully with the Cayman Islands Government and its designated representative(s) in this regard.
4.0 TEST RESULTS AND CERTIFICATIONS

The Company shall furnish the Cayman Islands Government with three (3) copies of a written report, within twenty (20) days following the conclusion of the Acceptance Tests. The report shall include, but not be limited to, the following:

- Certification that testing was conducted in accordance with the approved Test Plan.
- Certification of the Acceptance Tests results including a determination of the extent to which the Facility complies with the applicable Performance Guarantee(s).
- Description of the Acceptance Tests conducted.
- All data measured and recorded during the Acceptance Tests period which shall include, at a minimum, quantities of materials received, Unacceptable Waste received, Marketable Recovered Products processed and Bypass Material received.
- All calculations used in determining test results.
- Any other data reasonably requested by the Cayman Islands Government to be included in such reports.

Within thirty (30) days of the Cayman Islands Government’s receipt of the Company’s final Acceptance Tests report and certification as to such results, the Cayman Islands Government shall determine whether the Company correctly certified such results. During such thirty (30) day period the Cayman Islands Government and its designated representative(s) shall work to correct any discrepancies in the Company’s certification to the extent feasible. If the Cayman Islands Government rejects the Company’s certification of the results of the Acceptance Tests, the Cayman Islands Government shall describe in reasonable detail the basis of the rejection and shall attach a certification of the Cayman Islands Government setting forth the basis of such rejection.

If the Company correctly certifies that (i) the testing was conducted in accordance with the approved Test Plan and (ii) the results of the testing include a determination of the extent to which the Facility complies with the applicable Performance Guarantee(s), the
Cayman Islands Government shall approve Acceptance of the Facility in writing to the Company.

5.0 ACCEPTANCE TEST PROCEDURES

Should the Company fail any component of the Acceptance Tests, the Cayman Islands Government shall have a right in its sole discretion to permit the Company to adjust, repair, or replace the equipment, or procedures causing such failure and reconvene the Acceptance Tests within seven (7) days notice by the Cayman Islands Government. The Company shall use the number of employees as specified in their Staffing Plan provided as part of their Proposal. The Company will have ninety (90) days to correct failed Acceptance Tests. If Company fails a second time, the Facilities are to be demolished and the site returned to original condition.

5.1 Throughput Test

The Throughput Test shall be conducted during a six (6) day period from Monday through Saturday during which all systems shall be operating simultaneously.

The amount of Acceptable Waste delivered for the test will not be greater than the proposed weekly throughput capacity as set forth in Proposal Form. The Acceptable Waste may be delivered in part to the Facility in advance of the Acceptance Tests and will be tipped in the appropriate section(s) of the tipping floor. The scales at the entrance to the Facility shall be used to measure the quantity of Acceptable Waste delivered.

All responsibilities for loadout and transportation off-site of materials processed and/or handled during all tests shall be by both the Company as designed under normal operating conditions. Each open-top trailer and tractor to be used during the testing will be weighed at the truck scales prior to the commencement of the Acceptance Tests to determine its tare weight, and will be marked for its designated loadout bay.

Trucks entering the CSWDM & WTEF from off-site shall be weighed upon entering the CSWDM and WTEF Site on the truck scales. The weight of all materials on to the CSWDM & WTEF Site shall be estimated after shakedown activities and prior to commencing the
Throughput Test. The estimating procedure shall be specified in the Test Plan to be approved by the Cayman Islands Government and its designated representative.

At the specified time, the Company shall commence normal operations, and loading and processing of the Acceptable Waste. The Test Plan shall specify the method used to measure the quantity of Acceptable Waste processed (e.g., load scales on the refuse crane/front end loaders/in-feed conveyor).

The following data will be recorded, as a minimum, during the Throughput Test:

- The total time used to process the total quantities of Acceptable Waste.
- The recordings will be made separately for each process train and for each test period.
- The total tonnage processed as recorded by the truck scales and delivered to the tipping floor.
- Logs of all clean-up, maintenance, and repair operations performed by the Company during the six (6) day testing period.
- Weight measurements at the truck scales for each of the Acceptable Waste; Marketable Recovered Products, Process Residue, Unacceptable Waste, and Bypass Material, if any produced during the Acceptance Tests.
- Meter readings for electricity, potable water, sewer and any other utilities listed as a Performance Guarantee(s) for initiation of each test and the specified time of termination of each test.
- All other test data and information required for other miscellaneous tests being conducted throughout the testing period.

5.2 Material Recovery and Volume Reduction Test

The Material Recovery and Volume Reduction Test shall occur simultaneously with the Throughput Test. The Company shall transfer each type of Marketable Recovered Product specified in Proposal Form 15 into separate tared containers/vehicles for transport to the appropriate Intended Market as specified in Proposal Form 15. Prior to transferring into the tared containers/vehicles, the Product Specification Test (to be described below) shall be
performed on each type of Marketable Recovered Products.

The separate tared containers/vehicles containing each type of Marketable Recovered Product shall be measured at the truck scales to determine the quantity of Marketable Recovered Product removed and transferred to the Intended Market. The Material Recovery Rate for each type of Marketable Recovered Product shall be calculated to be equal to the quantity of Marketable Recovered Product divided by the quantity of Acceptable Waste processed as measured during the Throughput Test.

5.2 Consumables Usage Test

The Consumables Usage Test shall be conducted simultaneously with the Throughput Test. For each consumable specified in Proposal Form 13, the Company shall record the appropriate consumable level or totalized quantity at the commencement and termination of the Throughput Test. The consumable usage rate shall be calculated to be equal to the consumable used divided by the tons of Acceptable Waste processed.

5.4 Energy Generation Test

The Energy Generation Test shall consist of three separate twenty-four (24) hour test runs occurring during Days 1, 3 and 5 of the Throughput Test. The objective of the Energy Generation Test shall be to establish the ability of the Facility to generate the guaranteed amounts of electricity (and synthesis gas) at the specified throughput of adjusted Acceptable Waste. The Facility shall be operated at or near the design throughput capacity. The average result of the three runs shall be used to demonstrate compliance with the Performance Guarantees from Proposal Form 13 for the Gross and Net Electrical Energy Generation (and Synthesis Gas) Production. The process trains shall be operated under normal operating conditions and maintained at equal conditions of operation by observation and appropriate adjustment of all operating parameters. Tests shall be conducted in accordance with the approved Test Plan, which shall be in accordance with industry accepted standards.

Electrical generation (and Synthesis gas production) is dependent upon the Acceptable Waste throughput rate and higher heating value (HHV). The Company shall provide the HHV of the Acceptable Waste assumed for design purposes. For Acceptance Test
purposes, the Cayman Islands Government recognizes that the Acceptable Waste HHV may not have the energy value of the Acceptable waste assumed by the Company. Therefore, the Gross and Net Electrical Generation (and Synthesis Gas Production) shall be corrected to that which would have been obtained using the Acceptable Waste at the assumed design HHV.

The Test Plan shall include a separate HHV Determination Protocol that describes the method for determining the HHV of the Acceptable Waste received at the Facility during the Energy Generation Test. The HHV determination method shall consist of an energy balance across the process streams to determine the waste higher heating value. The HHV Determination Protocol shall be mutually agreed upon between the Cayman Islands Government’s designated representative, and the Company. The HHV Determination Protocol shall also describe the method to be used to determine the HHV of the Acceptable Waste after Acceptance, if the method is different from the method to be used during the Acceptance Tests.

During the Energy Generation Test, pertinent test data shall be recorded at appropriate intervals and in accordance with the Test Plan. The Company shall provide all instrumentation required to satisfactorily complete the Acceptance Tests. All instrumentation shall be previously calibrated and agreed accurate by the Cayman Islands Government. Calibration sheets shall be provided prior to the commencement of the test and included in the Test Report. A suitable method shall be described in the Test Plan for determining the Acceptable Waste feed rate including rechecking and recalibrating load cells during the testing.

The minimum data to be recorded shall include:

- Acceptable Waste feed rate
- Synthesis gas flow rate and composition
- Synthesis gas temperatures and pressures at appropriate locations throughout the WTE Facility and energy recovery equipment.
- Emission levels in the synthesis gas and the engine stack.
- Residue quantities and unburned combustibles content.
- Barometric pressure
- Dry and wet bulb temperatures
- Moisture in residue
- Generator gross output meter
- Voltage, frequency, and power factor at the generation outlet terminals.
- Net electric output.
- Auxiliary fuel usage.

Using the test data and measurements, calculations shall be made in accordance with the Test Plan for the determination of all boiler heat losses, heat outputs, and heat credits. All data and measurements shall be averaged for all combustion trains.

### 5.5 Synthesis Gas Test

The purpose of the Synthesis Gas Test shall be to determine that the synthesis gas cleaning equipment performs adequately to remove all impurities from the synthesis gas prior to entering the engine. The Synthesis Gas Test shall be conducted during three separate 8-hour periods simultaneously with the Throughput Test. The Synthesis Gas Test shall include testing for each impurity listed on Proposal Form 13. The Test Plan shall include the air sampling protocol for each impurity in order to evaluate compliance with the Performance Guarantees.

The Company shall provide the services of an independent air emissions testing firm to perform all of the necessary field and laboratory tests and other environmentally related tests deemed necessary by governmental agencies, to verify compliance with the Performance Guarantees. The independent air emissions testing firm shall be subject to the approvals of the Cayman Islands Government designated representative and applicable governmental agencies. The environmental tests shall be performed in accordance with the following minimum requirements:

- Testing shall be performed on each individual process train.

- All testing shall be performed in accordance with the applicable local, state, and Cayman Islands Government regulatory agencies’ rules, regulations and methods.

- Air emissions field testing shall consist of a minimum of three (3) consecutive tests for
each individual process train, to be performed at specified operating conditions, during the Acceptance Test period in accordance with applicable regulations and approved protocol. Synthesis gas test results shall demonstrate full compliance with the Performance Guarantees.

5.6 Residue Generation Test

The Residue Generation Test shall be scheduled to coincide with the Throughput Test. The Company shall provide clean container(s) and transfer trailers with established tare weight(s) for collecting the Process Residue from the material recovery and W-T-E equipment. The Company shall direct the placement of the roll-off boxes according to the Test Plan.

For the purposes of this test, all Acceptable Waste processed that is not a Marketable Recovered Product and material that remains after W-T-E that is removed by the residue handling equipment shall be considered the Process Residue. The Process Residue containers shall be positioned so as to receive all material that is not processed as a Marketable Recovered Product.

During the test period, the processing areas shall be cleaned as provided for in the Operations and Maintenance Plan, with the resultant Acceptable Waste placed in the Process Residue containers and transfer trailers. These containers and trailers will then be weighed to determine that the Process Residue produced is consistent with the Performance Guarantee(s) on Proposal Form 13.

Representative samples of Process Residue shall be obtained from the CSWDM & WTEF during the test period in accordance with the established sampling and testing protocol as prepared by the Company and approved by the Cayman Islands Government or its designated representative. Process Residue sampling procedures, sample collection, sampling frequency, formation of samples for the initial Process Residue evaluation, routine Process Residue testing, and data evaluation shall be pursuant to the requirements of the regulatory agency.

The Company shall provide the services of an independent laboratory to perform all of the
Process Residue tests required, and to verify that the amount of Process Residue is less than that specified in the Proposal Form 13. Each residue sample shall be analyzed for:

- Moisture Content
- Combustible Content (unburned carbon)

Sampling and testing shall be in accordance with the requirements as set forth in the Test Plan and applicable standards as determined by the Cayman Islands Government.

5.7 Product Specification Test

The Product Specification Test shall be designed to determine whether the Recovered Products produced during the test meet the specifications defined in Proposal Form 15. In performing the Product Specification Test, the following conditions shall be satisfied:

- Sampling protocol(s) submitted with the test plan and approved by the Cayman Islands Government or designated representatives shall be followed;
- The Product Specification Test shall be conducted each day of the Acceptance Tests on each of the Marketable Recovered Products produced that day.

The Product Specification Test shall be considered to have been satisfactory completed if all Marketable Recovered Products are demonstrated to have been processed as specified in Proposal Form 15 and accepted by the Intended Market.

5.8 Environmental Compliance Test

The Company shall provide the services of an independent stack testing firm to perform all of the necessary field and laboratory tests listed below as well as all other environmentally related tests deemed necessary by governmental agencies, to verify compliance with Proposal Form 14 – Environmental Guarantees. The independent stack testing firm shall be subject to the approvals of the Cayman Islands Government or designated representative, and applicable governmental agencies. The air emissions testing shall be performed during the Acceptance Test.
The environmental tests shall be performed in accordance with the following minimum requirements:

- Testing shall be performed on each individual stack.

- All testing shall be performed in accordance with the applicable local, state, and Cayman Islands Government regulatory agencies’ rules, regulations and methods.

- Air emissions field testing shall consist of a minimum of three (3) consecutive tests for each individual process train, to be performed at specified operating conditions, during the Acceptance Test period in accordance with the local regulatory authority and all other applicable regulations and approved protocol. Environmental test results shall demonstrate full compliance with Environmental Guarantees.

5.9 Noise Test

During the Acceptance Test period, noise tests shall be performed at not less than a total of ten (10) onsite locations for a period to be defined in the corresponding test protocol. The Company shall prepare and submit the noise test protocol as part of the Test Plan for review and approval by the Cayman Islands Government or designated representative. The noise tests shall verify that, at the site boundaries noise levels are in compliance with Schedule 3 – Noise and Odor Guarantees, excluding noise from vehicles not in the control of the Company.

5.10 Odor Test

Odor testing shall be conducted at not less than a total of ten (10) on-site locations in accordance with an odor sampling protocol. The Company shall prepare and submit the odor sampling test protocol as part of the Test Plan for approval by the Cayman Islands Government or designated representative. The odor sampling test protocol to be submitted shall set existing baseline odor thresholds excluding odors from vehicles outside the control of the Company. Odor testing during the test period shall verify the projected operational odor thresholds at on-site locations are not exceeded. Odor levels shall be acceptable if test results conform to Schedule 3 – Environmental Guarantee.
An Odor Unit (OU) shall be defined as the number of cubic feet of odor-free air required to dilute one cubic foot of sample such that at least 50 percent of the tests does not detect any odor in the diluted sample. Odor testing and evaluation of odor test results shall be conducted by an independent consultant having expertise in this field, engaged for the purpose by the Company, and approved by the Cayman Islands Government or designated representative.

5.11 Effluent Test
Effluent discharge testing shall be performed daily during the test period in conformance with the requirements of permits and approvals issued by the regulatory agencies.

5.12 Reliability Test
The Reliability test shall be conducted during a twenty-eight (28) day period during which all systems shall be operating simultaneously. The Company shall conduct the Throughput, Material Recovery and Volume Reduction, Electric Generation and Residue Generation Tests to demonstrate that the Facility meets the Performance Guarantees. The Facility will be allotted no more than five (5) percent downtime over this twenty-eight (28) day period.

6.0 ACCEPTANCE STANDARDS

Upon completion of the Acceptance Test, the Acceptance of the CSWDM & WTEF shall be approved by the Cayman Islands Government if all of the following criteria are satisfied, as certified by the Acceptance Test report and concurred with by the Cayman Islands Government’s designated representative(s):

- A minimum quantity of Acceptable Waste (in units of tons per day) as specified in Proposal Form 13 is processed per six (6) day period.

- The quantity of each type of Marketable Recovered Products and the total Material Recovery Rate as a percent of Acceptable Waste as specified in Proposal Form 13 is transferred to the Intended Market as specified in Proposal Form 15.
• The Marketable Recovered Products produced satisfy the product specifications given in Proposal Form 15 as determined by the Product Specification Test.

• The Performance Guarantees for consumables usage, as listed in Proposal Form 13, are satisfied during the six (6) day Acceptance Tests.

• The Gross and Net Electrical Generation as specified in Proposal Form 13 were generated during the Acceptance Test.

• Process Residue produced is less than the percentage, as listed on Proposal Form 13 of Acceptable Waste processed, as determined during the Residue Generation Test.

• Environmental Compliance Test is satisfactorily completed, and all test parameters are determined to be within the limitations of all applicable permits, rules, regulations, laws, codes, ordinances and mandates of the Cayman Islands Regulatory agencies.
ATTACHMENT D

EXAMPLE LIST OF PERMITS

CAYMAN ISLANDS
COMPREHENSIVE SOLID WASTE DISPOSAL MANAGEMENT AND
WASTE-TO-ENERGY FACILITY
(CSWDM & WTEF)

REQUEST FOR PROPOSALS
EXAMPLE LIST OF REQUIRED PERMITS

The following list of possible Permits and Approvals is provided as an example only. Actual required permits will be project specific and to be determined by the Company in accordance with Cayman Islands Laws and Regulations.

- Planning Department Permits
- Building Development and Control Permits
- National Roads Authority storm water management permits
- Electrical Authority Power Generation and Power Purchase Permits
- Water Authority permits
- Department of Environmental Health Permits
- Fire Department Permits
- Immigration Department Permits
- Trade and Business Permits