
Proposal for a 1,000 Gallon per Day Pilot Demonstration of the Heartland Concentrator™ for Leachate Treatment at Indian River County Landfill

General Scope of Proposal:

- Install and Operate a reduced size version (a “Pilot” system) of Heartland Concentrator™ system;
- Assess its ability to reduce and treat Leachate from the Indian River County Landfill;

Budgetary Proposal Number: 2

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1 REVISION HISTORY

REVISION NUMBER	PAGE NUMBER	REVISIONS	DATE	NAME
1.0.0	Various	Original Document	08/22/2019	Heartland & IRED teams
1.1.0	Various	Draft 2	09/21//2019	IRC
1.2.0	Various	Final	10/03/2019	AJC & HTL
1.3.0	16	Final with Signature Page	11/07/2019	IRC
1.4.0	Various	Final with Mandatory IRC contract provisions	11/13/2019	IRC



**Commercial Proposal for
Installation and Operation of
Pilot Leachate Treatment System**



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3 GOALS of PILOT EFFORT

The Indian River Eco-District is submitting this proposal to Indian River County, which entails the installation, operation and 3rd party verification of a Pilot system designed and provided by Heartland Water Technology, Inc. (“Heartland”). This proposal is between Indian River Eco-District and Indian River County. Heartland is an agent/subcontractor to the Indian River Eco-District.

The objective of this effort is to demonstrate the ability of the Heartland LM-HT® Landfill Leachate Concentrator system (the “Heartland Concentrator™”) to successfully process the leachate generated at the Indian River County Landfill located in Vero Beach, FL, (the “Facility”).

In particular, Indian River County wishes to (i) reduce or eliminate its reliance on off-site transportation, treatment and disposal at wastewater treatment plants (“WWTP”) and proactively address regulatory headwinds limiting wet weather discharges at the WWTP; and (ii) achieve long term cost certainty for leachate treatment by utilizing on-site resources.

We believe the Heartland Concentrator™ is the best practical solution available in the global market for leachate management, and that it is an ideal solution for Indian River County. To demonstrate this, we propose to mobilize, deploy and conduct an on-site demonstration of Heartland’s proprietary technology using its 1,000 gallon-per-day (“GPD”) pilot Heartland Concentrator™ unit (the “Pilot Unit”). Over the lifecycle of this Pilot, the Indian River Eco-District and Heartland Water Technology teams will work together to show how the Heartland Concentrator™ can safely, reliably and cost-effectively evaporate the leachate generated at the Indian River County Landfill Facility. The technical objective will be to demonstrate the solution’s ability to evaporate > 93% or more of the 1,000 GPD of the Facility’s leachate that is fed into the Pilot Unit.



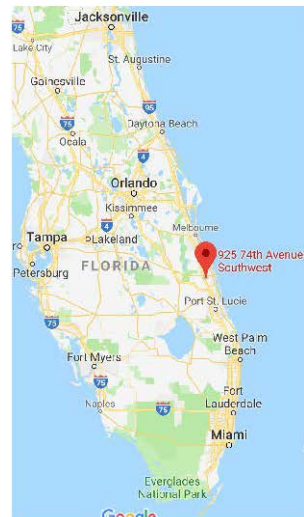
Commercial Proposal for Installation and Operation of Pilot Leachate Treatment System



We stand ready to deploy and operate the Pilot to start as soon as practicable following execution of this Proposal and coordination on logistics with the Indian River County Administration. Currently, we plan to commence the Pilot in late Q4 2019 or early Q1 2020; however, this timetable is based upon the availability of the Pilot Unit for deployment at the Facility. See Annex F for the proposed division of responsibilities (the “”) for the Pilot Project.

4 ABOUT INDIAN RIVER ECO-DISTRICT

The Indian River Eco-District (IRED) is a multi-faceted industrial project being deployed at 925 74th Ave SW, Vero Beach, Florida, is expected to become the first industrial eco-district on the eastern seaboard.



The IRED supports and nurtures an innovative and resource-rich industrial eco-system of like-minded and complementary organizations, which fosters sustainable competitive advantages, growth and success of each of its members. The objective of the IRED is to attract, launch and support a series of businesses onto the site that have been methodically selected based on their sustainable “fit” with the other businesses on the site. The ultimate goal of the IRED is to create a

model of industrial sustainability, while also providing each of these businesses with competitive operational and economic advantages that enable them to grow and thrive in their respective businesses (see Exhibit 1, below).

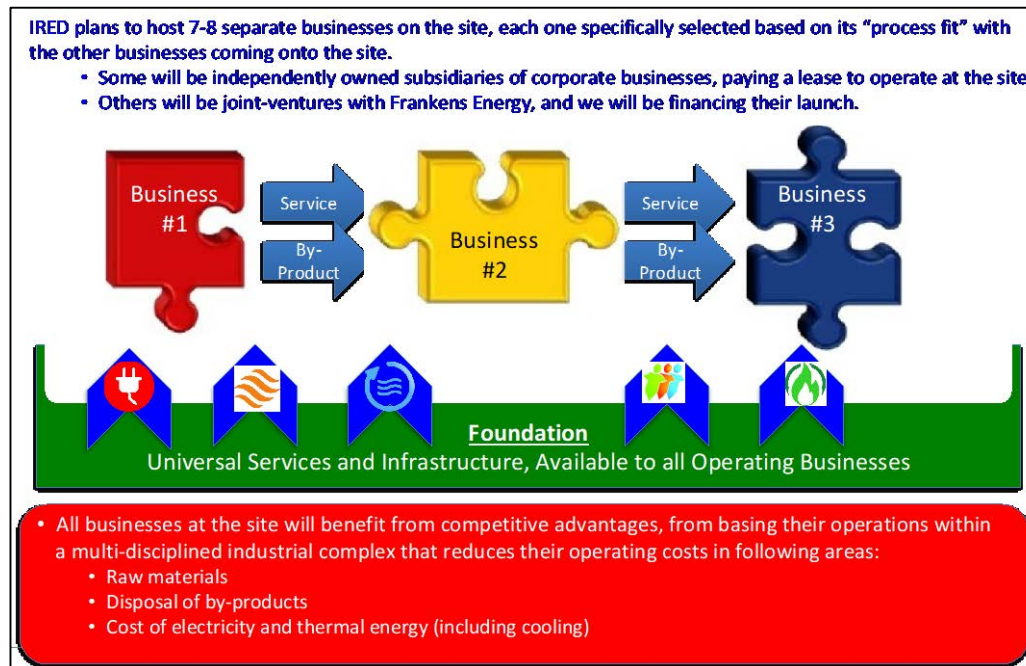


Exhibit 1. Schematic of the IRED Concept.

The IRED will provide infrastructure, utilities, managerial and operational on-site support services to a range of environmentally sustainable operating businesses; each business will lease space on the site and gain competitive

advantages achieved through the provision of low-cost renewable energy resources, existing industrial infrastructure and operational synergies with the other businesses operating on the site.

The range of operating businesses deployed at on the IRED premises will be widespread in terms of scope and activity, but will all nonetheless demonstrate a few consistent themes:

- **Generate** local **employment** opportunities.
- **Stimulate** “**industrial innovation**” within Indian River County, with a specific focus on Environmentally Sustainable and Innovative businesses.
- **Collaborate** with leading local and national universities and educational institutions, thereby providing opportunities for students while also ensuring that the IRED will continue to innovate and deploy the most cutting-edge solutions within each of the various businesses at the site.
- **Contribute** toward a net reduction in the cumulative Carbon Footprint of IRC.
- **Provide** locally sourced high-value products and services that will benefit the current IRC business community, as well as help to protect, enhance and conserve the agricultural lands within IRC and neighboring farming communities.
- **Collaborate** with local grade schools to support student tours aimed at educating the students of IRC School District on the ability to achieve positive results for business, for the community and for the environment, through the implementation of innovative technologies that re-utilize the county’s various waste streams.

5 ABOUT HEARTLAND WATER TECHNOLOGY

Heartland Water Technology, Inc. develops and markets proprietary wastewater treatment technologies. Heartland has developed an innovative direct-contact heat exchange concentrator that is a simple, robust and reliable treatment solution for challenging wastewaters. The Heartland team has gained years of solid experience with the commercial operations of its proprietary wastewater treatment technology and services to treat a variety of challenging industrial waste waters. The technology development efforts have been guided by the core belief that safe, simple, rugged, reliable and cost-effective process systems are the best way to satisfy customers' needs, and the strongest measure of Heartland's success has been their success.

The Heartland Concentrator™ effectively handles wide-ranging water chemistries for many applications including:

- Oil and Gas
- Municipal Solid Waste
- Power Generation
- Industrial wastewater

Unique attributes of the LM-HT® Heartland Concentrator™ include:

Thermal Energy Flex-Heat™: This feature allows the Heartland Concentrator™ to use the thermal energy from a variety of heat sources including gas turbines, reciprocating engines, and biogas flares to evaporate challenging industrial waste waters using an adiabatic process. Flex Heat™ is one of the key defining features of Heartland's technology and capabilities. As part of our commitment to environmentally responsible solutions, Heartland is dedicated to the effective use of otherwise wasted energy sources. Flex-Heat™ represents our overall design philosophy to capture and productively utilize waste heat and unconventional fuel sources.

Experience: Heartland has proven out the effectiveness of its technology over the past eight plus years across diverse applications including landfill leachate, oil and gas exploration and production (E&P) operations and electric power generation.

Materials of Construction (MOC): Heartland's proprietary process has MOC cost and reliability advantages over more traditional evaporation technologies. For example, because the Heartland Concentrator™ has a much shorter cycle for high temperature processing and doesn't use metal heat exchange elements which corrode and scale easily, Heartland is able to incorporate fiberglass construction and less exotic metals in its solution.

Start-up and Ramp up Reliability: The Heartland Concentrator™ can start up and begin evaporating water in less than five minutes and continue to operate with high reliability. Due to the nature of the design, the Heartland Concentrator™ has a quick startup and shutdown period with no cool down or heat up restrictions.

Size Flexibility: Heartland Concentrators™ can be configured to meet each customer's throughput needs. The smallest commercial unit will process 10,000 GPD of wastewater, while the largest system will treat up to 150,000 GPD, with options at various points in between.

Control Philosophy: Over the past several years, Heartland has collaborated with various customers to enhance and standardize Heartland's controls package. The improved controls include instrumentation brand and selection, PLC hardware, system software, and overall functionality that are customized to adhere to each customer's specifications. Functionally, these features facilitate ease of integration with existing and balance of plant systems, and include remote monitoring and control, improved data management and trending, improved flow-based HMI graphics and color schemes and navigation, enhanced HMI security, and other features that improve the overall operability of the Concentrator system.

Patents: Heartland has a significant patent portfolio for its Concentrator system and related technologies, which attests to the unique nature of its solution.

6 PILOT DURATION AND SUCCESS CRITERIA

IREC and Heartland propose to install and operate the Pilot system for a total duration of **five days**, and will invoice the county based on a pre-agreed total daily rate provided within the Economics section of this document.

In the case whereby Indian River County Administration would prefer for the pilot to operate for more than 5 days, the corresponding professional fees are also provided in the tables within the Economics section below.

The IREC and Heartland teams also suggest stating the Key Performance Indicators (KPIs) against which success is evaluated. Throughout the Pilot effort, the deployment teams will track progress against these KPIs, and provide frequent updates and communication to ensure expectations are aligned and any desired course correction are addressed. Finally, at the conclusion of the Pilot, the Indian River Eco-District and Heartland teams will provide a comprehensive report on results, as well as 3rd party verified data results for the treated leachate, for Indian River County Administration.

Heartland and IREC propose the following KPIs for this Pilot:

1. Successfully validate that the Heartland Concentrator™ achieves a reduction in the volume of the leachate from the Indian River County Facility of 93% or greater;
2. Binding of Residual / Passing of paint filter test and meeting TCLP criteria
3. Test the residuals at a third-party lab to confirm its constituents [Note: the working team plans to use Pace Analytical as the 3rd party liquid-phase laboratory; they are NELAC certified in Florida];
4. Evaluate OpEx implications for commercial scale operation; and
5. Provide preliminary training and understanding to Indian River County Administration on how to operate the Heartland Concentrator.

7 ECONOMICS

Indian River Eco-District and Heartland will conduct the Pilot (including mobilizing, operating and demobilizing the Pilot Unit) for a discounted price of \$20,900 plus certain other out-of-pocket expenses (estimated at \$25,475), which will be passed through to Indian River County at cost. The resulting total estimated Pilot cost is **\$46,375**.

For Sequence of Operation, refer to Annex B.

Total Cost, including 3rd party expense estimate = \$46,375¹

- IRED/Heartland Price Component (5 day pilot effort) \$20,900
- Additional 3rd party expenses (estimated, for 5 day pilot) = \$25,475

Total Incremental Cost for Additional Days, including estimate of additional 3rd party expenses \$8,295/day

Base Cost (Firm Quote) for IRED/Heartland Pilot Effort: \$20,900

	Price (\$/day)	TOTAL (5 day period)	Comment
Heartland Equipment Rental	\$0*	\$0*	* Discounted to zero for 5-day pilot; If more time is requested by the county, a Heartland equipment rental rate of \$500/day will apply.

¹ Assumes up to 100 hours of processing time over a 5-day period, and includes estimated related out-of-pocket expenses.



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Labor (Heartland and IRED teams)	\$3,700	\$18,500	Includes Mobilization, Demobilization, Operations, Supervision and Engineering
Lodging & Per Diem	\$480	\$2,400	Hotel and Meals
Per Day Total (first 5 days)	\$4,180	\$20,900	Includes Labor, Lodging and Per diem
Each Additional Day of Team Effort	\$3,500	Only Applicable if County requests for Pilot to operate longer than 5 days.	
Each Additional Day for Heartland Equipment Rental	\$500		
Incremental IRED daily fee (if beyond 5 days)	\$4,000		

RELATED OUT OF POCKET EXPENSES FOR PILOT		
Estimated total cost (1 week): \$25,475		
Travel, Rental Cars, Mileage ²	Billed at Cost to Indian River County	Airfare, rentals, mileage
Inbound/Outbound Logistics ³	Billed at Cost to Indian River County	Including insurance
3rd Party Commissioning/Decommissioning (if any)	Billed at Cost to Indian River County	Includes rental equip for assembly/disassembly
On-Site Generator & Fuel	Billed at Cost to Indian River County	Includes rental equip for assembly/disassembly

² Estimated at \$4,475

³ Estimated at \$6,000 for Inbound/Outbound freight & insurance

		Electricity for heater, and related fuel. Estimated at \$5,500 (\$1,500/week for the generator + \$4000 fuel budget for 100 hours operation)
3 rd Party Tests of Effluent Composition	Paid Directly by Indian River County	3 rd party laboratory results, per Chemistry Analysis provided in Annex of this document.
Consumables ⁴	Billed at Cost to Indian River County	Anti-foam, anti-scalant (if any), CIP chemicals, on-site lab supplies
Taxes and Duties	Not Applicable–Tax Exempt	

⁴ Estimated at \$4,500 including other supplies



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8 CONTACT INFORMATION

On behalf of the teams from Indian River Eco-District and Heartland Water Technology, we wish to thank the Indian River County Administration for its consideration of this proposal. We look forward to earning recognition locally, as an excellent neighbor and an exemplary “steward” of the Indian River County business community.

Please direct all questions and comments regarding this proposal to:

Alain Castro
Managing Partner
Indian River Eco-District LLC
Tel: 312-767-7723
email: acastro@irecodistrict.com



IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal of the date first above written.

ATTEST: Jeffrey R. Smith, Clerk

**INDIAN RIVER COUNTY
SOLID WASTE DISPOSAL DISTRICT**

By: _____
Deputy Clerk

By: _____
, Chairman

District Approved: _____

APPROVED:

**APPROVED AS TO LEGAL
FORM AND SUFFICIENCY:**

By: _____
Jason E. Brown
County Administrator

By: _____
Dylan Reingold
County Attorney

**COMPANY:
INDIAN RIVER ECO DISTRICT, LLC.**

WITNESSES:

By: _____

Name: _____

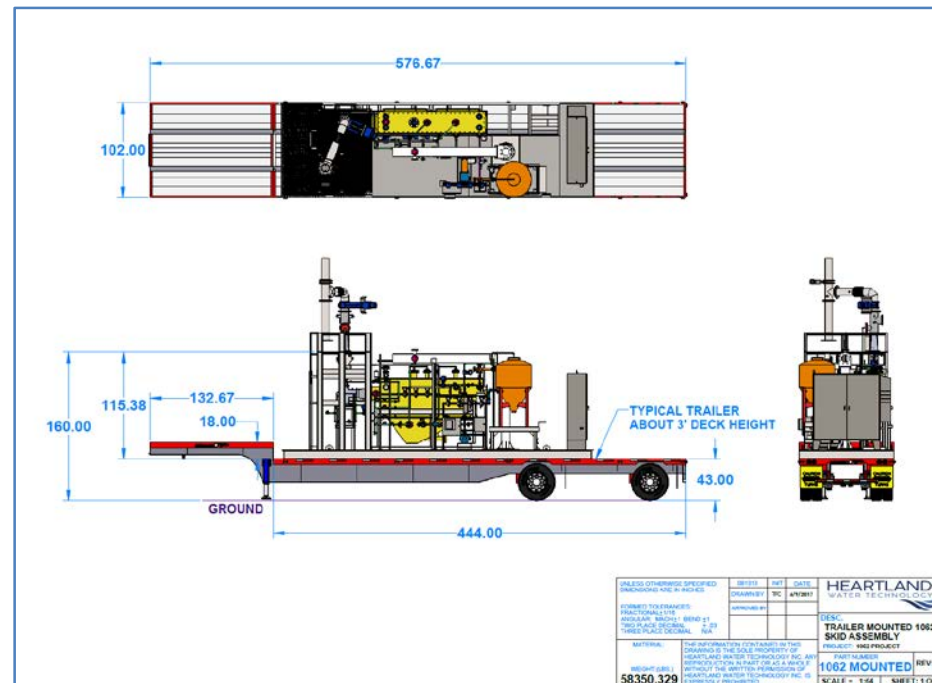
Title: _____

Dated _____

Annex A: ABOUT THE HEARTLAND DEMONSTRATION (PILOT) UNIT

A. HEARTLAND 1,000 GPD DEMONSTRATION UNIT

View A:

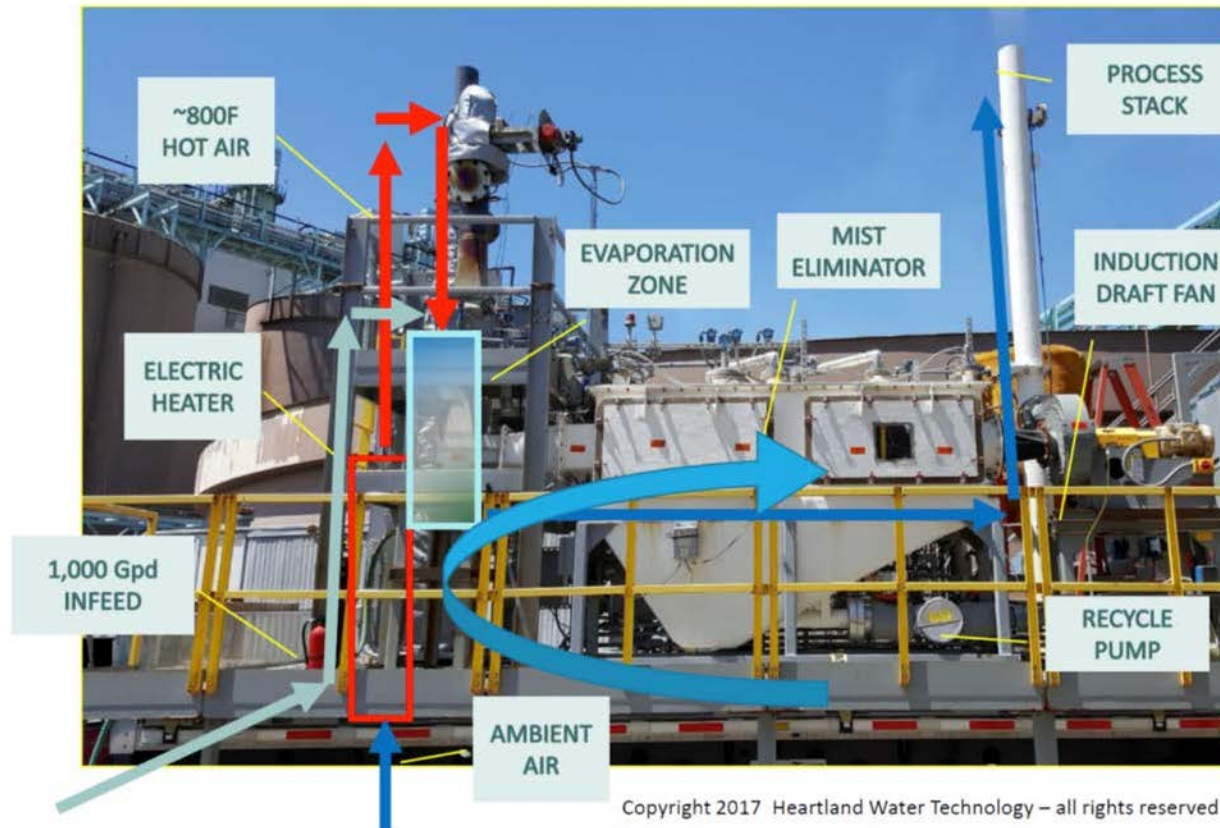


View B:





View C:

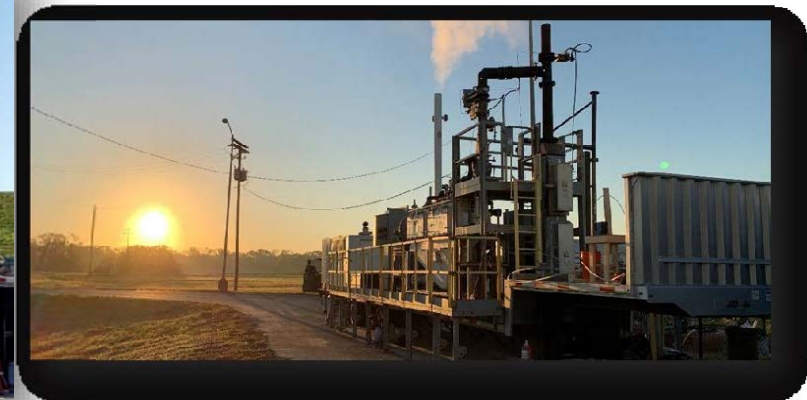


Annex B: HEARTLAND TECHNOLOGY PROCESS DESCRIPTION for PILOT SYSTEM

Heartland's 1,000 Gallon per Day PILOT Concentrator operates via a direct-contact thermal evaporative process to treat and concentrate landfill leachate and other potential landfill fluids. In the case whereby Indian River County elects to proceed with the deployment of a full-scale system after this pilot, the full-size system would likely derive its energy from either the residual heat emitted from other power generators, or through the combustion of natural gas or landfill gas. For the purposes of this pilot system, the process will utilize an electric heater as the thermal energy source. The process flow is intended to mimic to the extent possible a commercial system.

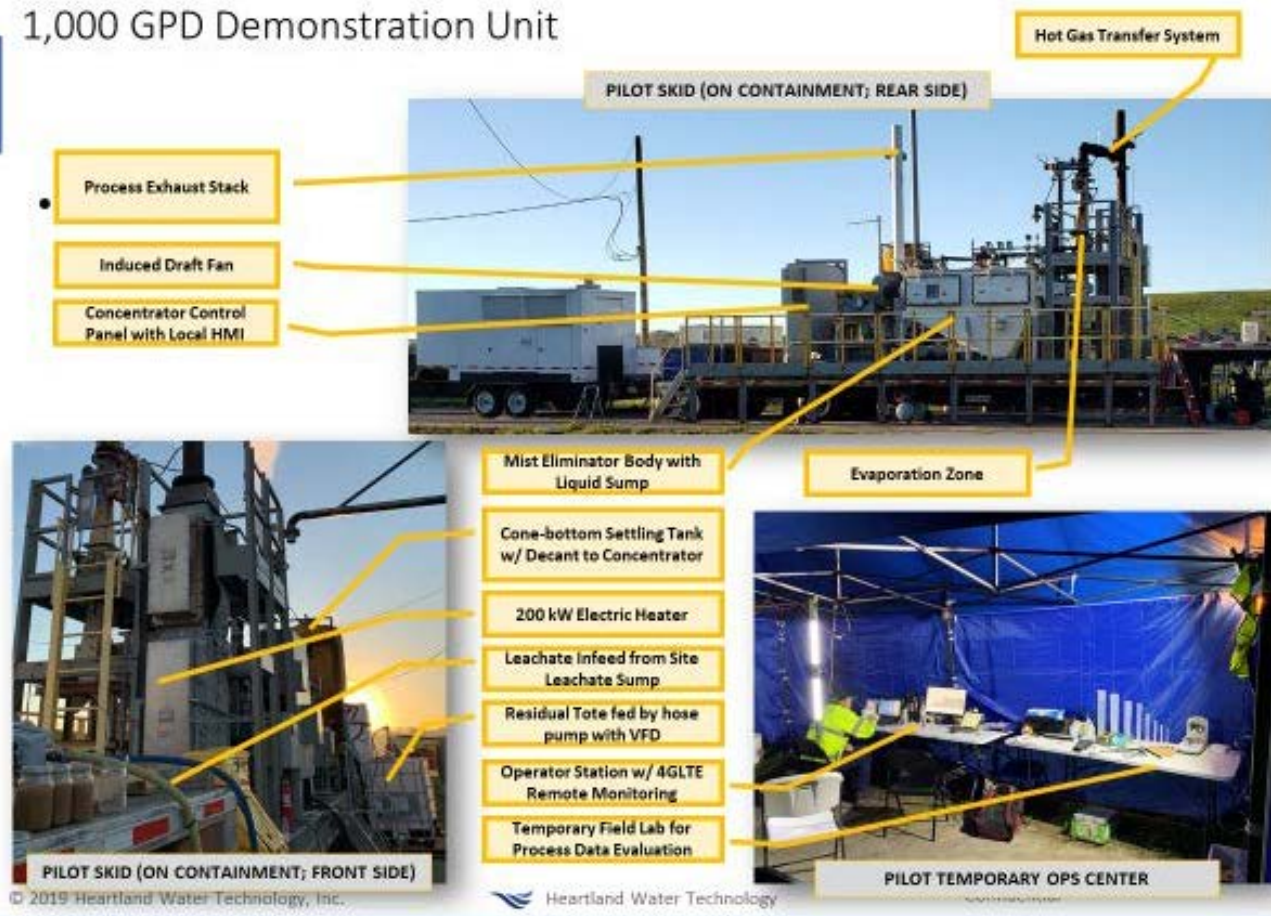
1. Landfill leachate is fed to the Concentrator from a dedicated leachate collection point (e.g. sump, tank or equivalent, customer provided) via a submersible transfer pump.
2. A fully integrated electric heater provides necessary thermal energy for landfill leachate processing and evaporation.
3. The hot gas transfer system collects, tempers, and routes thermal energy to the Concentrator at temperatures between 800°F and 1,000°F.
4. The Concentrator mixes the hot gas with Landfill leachate in the evaporation zone in an adiabatic process; the resultant vapor stream is nearly saturated with water vapor at ~150°F.
5. The nearly saturated vapor stream passes through a high-efficiency, multi-stage entrainment separator where residual water droplets are collected and removed.
6. An induced draft fan draws the demisted vapor through the system and directs it through the process exhaust stack.
7. The residual concentrated Landfill leachate is continuously circulated through the system via the system recycle pump.
8. Advanced density controls maintain a desired level of Concentration in the residual brine.

9. When the desired volume reduction is achieved, a valve opens and discharges residual brine to a residual tote (or equivalent, customer provided).
10. Depending on the mode of operation and the target consistency for the final residual, the residual container, upon allowing to phase separate, may be automatically decanted to yield a thicker and more concentrated slurry; the decanted liquid will return to the Concentrator for additional processing.





1,000 GPD Demonstration Unit



Annex C: STANDARD CHEMISTRY ANALYSES

Planned level of data to be measured from post-treatment effluent of the Pilot system and final product for disposal.

GENERAL CHEMISTRY

Test Type	ANALYSIS	UNITS / NOTES
R	Total Alkalinity, inc. carbonate/bicarbonate	mg/L CaCO ₃ equivalent (or similar)
R	Chemical Oxygen Demand	mg/L
R	Conductivity	mS/cm
R	pH	s.u.
R	Total Dissolved Solids (TDS)	mg/L
R	Total Suspended Solids (TSS)	mg/L
Y	Ammonia	mg/L as N (or similar)
Y	Volatile Organic Compounds (VOC)	mg/L; typically speciated
O	Total Organic Content (TOC)	mg/L
O	Oil & Grease (Hexane Extractable Material)	mg/L
O	Biochemical Oxygen Demand	mg/L
O	Conductivity	uS/cm; or similar
O	Nitrogen, Total	mg/L as N (or similar)

Metals / Cations

Test Type	ANALYSIS	UNITS / NOTES
R	Calcium	mg/L
R	Magnesium	mg/L
R	Potassium	mg/L

R	Sodium	mg/L
O	Iron	mg/L
O	Silica	mg/L
X	Barium	mg/L (or ug/L)
X	Arsenic	mg/L (or ug/L)
X	Cadmium	mg/L (or ug/L)
X	Chromium	mg/L (or ug/L)
X	Lead	mg/L (or ug/L)
X	Mercury	mg/L (or ug/L)
X	Selenium	mg/L (or ug/L)
X	Silver	mg/L (or ug/L)

Anions

Test Type	ANALYSIS	UNITS / NOTES
R	Chloride	mg/L
R	Sulfate	mg/L
Y	Sulfide (HS-)	mg/L

TEST TYPE:

R = Required for Evaluation of Heartland Performance

X = TCLP metals for evaluation of meeting disposal requirements of residual brine/slurry (if required)

Y = For evaluating meeting air emissions requirements including VOC, Ammonia, H2S (if required)

O = Optional data for initial evaluation

Annex D: PLANNED PILOT LOCATION





Annex E: ADDITIONAL COMMERCIAL TERMS

1. Delivery and Shipment. The parties will coordinate on mutually acceptable dates for delivery and conducting the Pilot and for removal of the Concentrator equipment from the Facility. Delivery to the project site is conditional upon provision of access roads of a nature that will permit access by tractor-trailers. Off-loading and positioning of equipment at the job-site is the Indian River County's responsibility as provided above.
2. Taxes. Pricing does not include any federal, state, or local sales, use, property, excise, customs/duty or other similar taxes applicable to or imposed upon the equipment in this proposal. Indian River County Administration shall provide Heartland with a tax exemption certificate acceptable to all applicable taxing authorities.
3. Governing Law. The rights and obligations of the Facility and all service providers shall be construed in accordance with and governed by the laws of the State of Florida without regard to principles of conflicts of law.
4. Payment Terms. Prices herein are good for ninety (90) days beyond date of quotation. Heartland reserves the right to withdraw any/all quotations. The payment terms shall be per below schedule. All payments are due as follows:
 - Invoicing at 1/3 total for Mobilization, 1/3 total at Pilot Test Completion and 1/3 total upon receipt of Final Report.
 - Invoices shall be paid in accordance with Local Prompt Payment Act
5. Cancellation. Either Indian River or Heartland may cancel this order only upon written notice up until the date of shipment.
6. Changes in Work. If either party finds it necessary to make changes in the Work, Indian River Eco-District, Heartland and Indian River County will mutually agree upon price impact (if any, whether higher or lower), before the such changes are applied. Heartland reserves the right to make product and design changes in goods ordered which will not adversely affect form, fit or function requirements, with notification to or price approval by Indian River County. All changes requested by Indian River County in the process or design of goods are subject to written approval by Indian River Eco-District and to reasonable changes in delivery and price as IRED and Heartland

determine is necessitated thereby.

7. No Warranties. IN CONDUCTING THIS PILOT, INDIAN RIVER ECO-DISTRICT AND HEARTLAND MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND. ALL WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Indian River Eco-District and Heartland shall not be liable for any repairs, replacements, or adjustments to the Concentrator system equipment or any costs of labor performed by Indian River County.
8. Limitation of Liability. EXCEPT FOR (I) LIABILITIES WHICH ARE CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (II) LIABILITIES RELATED TO INJURY OR DEATH OF ANY HEARTLAND PERSONNEL WHEN TRAVELING TO OR FROM OR WORKING AT THE FACILITY, THE TOTAL LIABILITY SHALL NOT EXCEED THE PRICE FOR THE PILOT BEING PAID TO INDIAN RIVER ECO-DISTRICT BY INDIAN RIVER COUNTY ADMINISTRATION HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT. Indian River Eco-District and Heartland are merely acting as a service provider to Indian River County hereunder and assume no environmental liability related to the landfill leachate at the Facility.
9. Termination. If Indian River County fails to make payment in accordance with the terms of this Agreement or fails to comply with any provisions hereunder, Indian River Eco-District may, at its option but at the Indian River County's cost, come onto the Facility and remove the Heartland equipment with a 10 calendar day notice to Indian River County. This remedy is in addition to any other remedies which Heartland has at law or equity. Indian River County Administration agrees to pay all collection costs and expenses, including reasonable attorneys' fees incurred by Indian River Eco-District or Heartland in collecting or attempting to collect such account as well as a reasonable rate of interest until paid in full.
10. Assignment. Neither Indian River Eco-District nor Heartland shall assign or transfer the responsibilities of the contract or purchase order without the prior written consent of the other party, not to be unreasonably withheld.
11. Severability. If any part of these Terms and Conditions is held void or unenforceable, such part shall be treated as severable, leaving valid the remainder.

-
12. Ownership of Equipment. The Heartland Concentrator™, all related equipment and parts and any intellectual property incorporated therein, being supplied by Heartland for use in this Pilot will remain the exclusive property of Heartland unless the parties agree otherwise in writing. No license is granted to Indian River County hereunder with respect to Heartland’s intellectual property.
13. Public Records Compliance.
- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.



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B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

14. TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.



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OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

15. Liens. Contractor shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to any property owned by County. If Contractor breaches its obligations under this Article, it shall immediately notify County in writing, shall promptly cause such lien to be discharged and released of record without cost to County, and shall indemnify County against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.



Annex F: DIVISION OF ROLES/RESPONSIBILITIES

	Heartland	EcoDistrict	County	Geosyntec
PROJECT PLANNING				
Permit for operation and provide any other regulatory requirements of pilot			X	X
Determine requirements, if any, for permitting commercial unit to demonstrate in pilot	X	X	X	X
Manage and bear any environmental risk		X	X	
Provide location for the Concentrator skid and pilot trailer – approx. 60' x 30'			X	
Provide Facility's site safety requirements			X	
Develop site safety plan for pilot	X			
EQUIPMENT				
Provide Heartland Concentrator™ with 1,000 GPD processing capacity	X			
Arrange shipping and insurance for Concentrator, to/from site	X			
Pay shipping and insurance for concentrator		X		
Provide access to leachate sump, located within 30 feet of Concentrator skid			X	
Provide a feed pump and hose for leachate from leachate sump (Submersible pump is provided by Heartland)	X			
Provide a discharge pump and hose for residual to residual tank/tote	X			
Provide residual tank/tote		X		
Set up a temporary operator station and field lab	X			
Provide PPE and eyewash station for Heartland personnel	X			
Provide generator and fuel		X		
INSTALLATION AND EQUIPMENT REMOVAL				
Assemble, commission, start-up and disassemble Heartland Concentrator™	X			
Provide secondary containment for the concentrator skid, if necessary		X		
Provide a man-lift and tele-handler for assembly and disassembly of equipment		X		
Provide electrician to tie in electric service		X		
Provide residual and dirty water tank/totes (adjacent to Concentrator skid)		X		
Provide service water for cleaning		X		
Any mechanical, electrical, structural, civil work beyond assembly of Concentrator skid		X		
Provide a temporary portajohn and handwash station (if not available)		X		
Provide lighting for night time operation		X		
EQUIPMENT OPERATION				
Operate Heartland Concentrator™ up to 100 hours (5 days), may include overnight and unattended operation via remote monitoring	X			
Provide transfer of leachate to feed tank (Daily)			X	
Provide required chemical for Pilot operation (i.e. antifoam, antiscaling)	X			
Remove and dispose of residuals based on test results			X	
Collect processing data during pilot utilizing Heartland provided test equipment	X			
Send samples to third-party lab, as required		X		X
Arrange stack testing as required (if needed, IRED & Heartland will arrange for the testing to be done by a third party; associated costs will be passed directly to County)	X		X	
POST PROJECT				
Provide a report within 4 weeks of Pilot completion	X			X