FINAL
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9/15/09

Request for Proposals
to
Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill

Issued by:

County of Santa Barbara, California
City of Santa Barbara, California
City of Buellton, California
City of Goleta, California
City of Solvang, California

October 19, 2009

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DEFINITIONS

"Acceptable Waste" means post-recycled, municipal solid waste that is available for delivery to the Facility for processing, and is not Unprocessibles, pathological or toxic material, liquid wastes, or any material listed by the State or a Federal agency as hazardous waste. Acceptable Waste also includes commercial and industrial waste that meets the criteria defined above, construction and demolition debris, agricultural plastic, tires, and sludge and residuals from water and wastewater treatment.

"Acceptable Waste Tipping Fee" or "AWTF" or "Tip Fee" means the amount paid by the Public Participants for each ton of Acceptable Waste delivered to the Facility, as set forth in Section 5 of this RFP.

"Acceptance" means approval by the County, acting on behalf of the Public Participants in accordance with the Joint Powers Agreement, that the Contractor has successfully performed the Acceptance Tests and successfully met the Acceptance Standards.

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

"Acceptance Standards" or "Acceptance Criteria" means the performance standards for the Facility, based on this RFP and the Contractor's response to this RFP, which the Contractor will meet in order to achieve Acceptance.

"Acceptance Tests" means the tests for Acceptance, which will be developed between the parties and incorporated into the Contract.

"Adjustment Factor" means the change in the Consumer Price Index (as such shall be applied to a coming Contract Year) for the preceding 12 months, calculated as of January 1 of every Contract Year, and applied to all costs, fees and prices except for energy prices as provided for in Section 5 of this RFP.

"Annual True-Up/Settlement Process" means the annual reconciliation performed for each Contract Year between the payments made during the Contract Year by the Public Participants to the Contractor and by the Contractor to the Public Participants and the actual amount(s) calculated to be payable by each to the other, such calculation being made after the end of the respective Contract Year. The Annual True-Up/Settlement Process is described in Section 5.

"Annual Waste Throughput Guarantee" means the amount of Acceptable Waste that the Contractor and Guarantor shall guarantee to be processed annually at the Facility.

"Appendix" means an appendix to this RFP.

"Applicable Law" means any law, rule, code, standard, 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 governmental body having jurisdiction, applicable from time to time to any activities associated with the siting, design, construction, equipping, financing, ownership, start-up testing, Acceptance, operation, maintenance, repair and replacement of any part of the Facility, the transfer, handling, transportation, marketing, disposal or processing of Products and Residuals, and any other obligations of the parties under the Contract. Governmental bodies include local, County, State and Federal agencies and all successors thereto.

"Availability Guarantee" means the percentage of Rated Capacity of the Facility that shall be available for processing Acceptable Waste on average during any Contract Year as guaranteed by the Contractor and Guarantor.

"Biochemical Methane Potential" or "BMP" means a measure of the rate and extent of methane production.

"Business Day" means any day when governmental offices are open to serve the public and which is not a Saturday, Sunday or legal holiday under Applicable Law.

"Bypassed Waste" means Acceptable Waste delivered to the Facility which could not be processed at the Facility and must be directed to another disposal facility. Bypassed Waste includes both Acceptable Waste diverted from the Facility before unloading and Acceptable Waste accepted, unloaded but not processed at the Facility, and reloaded and diverted.

"Change-in-Law" means any of the following acts, events, or circumstances to the extent that compliance therewith materially increases or decreases the cost of performing or materially increases or decreases the scope of a party's obligations under the Contract:

(1) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form to become effective without any further action by any Governmental Body;

(2) the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of any of the Public Participants, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) except with respect to any Governmental Approval required for the Facility as provided in item (b) below pertaining to exclusions from "Change in Law", the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of a term, condition or requirement which is more stringent or burdensome than the Contract Standards in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or any of the Public Participants, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that none of the following shall constitute a "Change in Law";

(1) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;

(2) all matters relating to the Contractor's assuming the permitting risk for the Facility in connection with obtaining and maintaining Federal, State or Local Governmental Approvals of the design, construction and operation of the Facility; and

(3) any event that affects generally applicable working conditions or standards that is not specific to the solid waste management industry.

"Change Order" means any approved request or written authorization that is agreed to by the parties in writing that authorizes or requires additional or extra services or work or deletes or omits services or work. A Change Order may also modify a schedule of performance or otherwise alter the services or work to be performed.

"Commencement Date" means the date on which (1) all Conditions Precedent have been satisfied for a particular project activity, including but not limited to the issuance of a Notice to Proceed for that activity, and (2) the Contractor commences services for that activity as described in the Contract.

"Commercial Operation Date" means that date on which commercial operations commence, i.e., the Acceptance Date.

"Conditions Precedent" means all conditions that must be satisfied by the Contractor and by the Public Participants prior to the issuance of a Notice to Proceed to the Contractor to commence service.

"Construction" or "Construction Work" means all work and materials for permitting, financing, design, construction, start-up and acceptance testing of the Facility, and all work required for Acceptance of the Facility, under the terms of the Contract.

"Consumer Price Index" or "CPI" means the Consumer Price Index, as defined by the Department of Labor, U.S. Bureau of Labor Statistics, All Items for Los Angeles-Riverside-Orange County, CA, Series ID CUURA421SA0, or its successor.

"Consumer Price Index Energy" or "CPIE" means the Consumer Price Index, as defined by the Department of Labor, U.S. Bureau of Labor Statistics, Energy for Los Angeles-Riverside-Orange County, CA, Not Seasonally Adjusted, Series ID CUURA421SA0E, or its successor.

"Contract" means the individual waste supply agreements between the Contractor and each of the Public Participants for receipt and processing of Acceptable Waste under common contractual terms.

"Contract Administration Payment" means a payment made by the Contractor to the County, annually upon obtaining financing for the Facility, for the County's cost to provide day-to-day operational oversight on behalf of the Public Participants, as set forth in Section 5 of this RFP.

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

"Contract Principles" means the Contract Principles set forth in Section 5 of this RFP, upon which the Contract will be based.

"Contract Year" means a 365/366-day period commencing on July 1 of each calendar year and ending on June 30 of each succeeding calendar year, except that the first Contract Year shall begin upon the Commencement Date and shall end upon the succeeding June 30, and the final Contract Year shall terminate upon the conclusion of twenty (20) years of operation, plus any renewals or extensions.

"Contractor" means the entity executing the Contract with the Public Participants.

"Corrective Maintenance" means non-routine and unscheduled repair activities required for operational continuity, safety, and performance generally due to failure or to avert failure of the equipment, vehicles or facilities or some component thereof.

"County" means the County of Santa Barbara, California.

"Day" means a calendar day of twenty-four hours measured from midnight to the next midnight.

"Design Criteria" means the requirements as set forth in Section 4 and Appendix F of this RFP.

"Design Requirements" means the Design Standard of Care, the Design Criteria and all regulatory requirements relating to the design of any such particular work as to which this term may be applied.

"Design Standard of Care" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as Good Industry Practice in the municipal solid waste industry as practiced in the United States and the State, and are consistent with the same degree of skill and care ordinarily exercised by the members of this profession.

"Design Work" means engineering and architectural design services provided with respect to any portion of the Facility which are by the terms of the Contract required to be undertaken in compliance with the Design Requirements.

"Disposal Service Fee" or "DSF" means the monthly amount paid to the Contractor by the Public Participants, consisting of the sum of various fees and costs as set forth in Section 5 of this RFP.

"Effluent" means sanitary wastewater discharged from the Facility.

"Effluent Requirements" means any wastewater effluent limitations required by Applicable Law.

"Energy Adjustment Factor" means the change in the Consumer Price Index Energy (as such shall be applied to a coming Contract Year) for the preceding 12 months, calculated as of January 1 of every Contract Year, and applied to the adjustment of energy prices as provided for in Section 5 of this RFP.

"Environmental Performance Guarantee" shall mean the Contractor's guarantee of environmental performance as described in Section 4 of this RFP. It shall include noise, odor and other environmental performance guarantees.

"Evaluation Committee" means the committee formed by the Public Participants to evaluate Proposals as set forth in Section 7 of this RFP.

"Event of Default" has the meaning set forth in Section 5.9 of the Contract Principles.

"Excess Tonnage Fee" means fee paid by the Public Participants to the Contractor for waste delivered (or caused to be delivered) above the Maximum Annual Delivery Threshold, as set forth in Section 5 of this RFP.

"Exit Transition Plan" means the transition services, including plans for temporary, short-term, operational procedures and activities relating to and after contract termination, to be undertaken by the Contractor as more fully specified in Section 4 and Appendix F of this RFP.

"Facility" is the conversion technology facility to be developed by the Contractor, as defined in Section 4 and Appendix F of this RFP.

"Fiscal Year" means a year commencing on July 1st and ending on June 30th.

"Good Industry Practice" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as prudent in the municipal solid waste industry as practiced in California and in the United States.

"Good and Accepted Construction Practice" means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as a good workman-like manner in the construction industry as practiced in California and the United States, including that for municipal solid waste management.

"Good and Accepted Operating Practice" means the methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good industry practices in the solid waste management industry as practiced in California and the United States.

"Grant Fund Payment" means an annual payment by the Contractor to the County of $20,000, payable upon Facility financing and adjusted annually by the Adjustment Factor, to be used at the sole discretion of the Public Participants for intern programs, education programs, outreach activities, or any other use deemed appropriate by the Public Participants.

"Guarantor" means the entity that will execute the Guaranty.

"Guaranty" means the Guaranty Agreement between the Contractor and the Guarantor guarantying the performance by the Contractor of its obligations to the Public Participants under the Contract.

"Hazardous Waste" has the meaning given such term under the Resource Conservation and Recovery Act, 42 USC § 690 et seq., and any similar Applicable Law, including regulations of any State agencies with jurisdiction over the project and/or the Facility.

"HHV" means higher heating value.

"Joint Powers Agreement" or "JPA" means the agreement between the Public Participants regarding this project.

"Landfill" means the Tajiguas Landfill, a Subtitle D disposal facility that shall be used by the Contractor for the disposal of non-hazardous Residue, Bypassed Waste, Unacceptable

Waste or other Acceptable Waste which is not processed at the Facility, but whose management is the Contractor's responsibility over the Term of the Contract.

"Landfill Disposal Agreement" means the agreement between the County and the Contractor providing for County transport (from the Facility) to and disposal of Residue, Bypassed Waste, and other materials requiring landfilling at the Tajiguas Landfill for the Term of the Contract.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law (of the United States, the State of California, and pertinent communities) to be obtained or maintained by any person with respect to the construction of the Facility, operation of the Facility, or the performance of any other obligation of the Contractor under the Contract.

"LEED" means leadership in energy and environmental design as defined by the U.S. Green Building Council.

"Maintenance" means those routine and/or repetitive activities required or recommended by the equipment manufacturers or by the Contractor to maximize the service life of the Facility, consistent with Good Industry Practice, and Corrective Maintenance, Preventive Maintenance and Predictive Maintenance.

"Maximum Annual Delivery Threshold" means the amount of Acceptable Waste each Public Participant shall be allowed to deliver (or cause to be delivered) each Contract Year before incurring Excess Tonnage Fees, as set forth in Section 5 of this RFP.

"Minimum Annual Delivery Requirement" means the amount of Acceptable Waste each Public Participant shall be required to deliver (or cause to be delivered) each Contract Year, as set forth in Section 5 of this RFP.

"Noise Guarantee" means the guarantee, as included in the Environmental Performance Guarantee and guaranteed by the Contractor and Guarantor based on the Noise Control Plan proposed.

"Notice to Proceed" means the written authorization issued to the Contractor by the County on behalf of the Public Participants, requiring the Contractor to commence the design and construction of the Facility, the operation of the Facility, or some other activity as applicable.

"NPDES" means National Pollution Discharge Elimination System.

"Odor Guarantee" means the guarantee, as included in the Environmental Performance Guarantee and guaranteed by the Contractor and Guarantor based on the Odor Control Plan proposed.

"O&M" means Operation, Maintenance and Management of the Facility in accordance with Good Industry Practice, Good and Accepted Operating Practice, and the terms of the Contract.

"Participating Firm" means all firms that will be significant participants in providing the services required by the Contract as set forth in Proposal Form 7.

"Performance Guarantees" has the meaning as set forth in Section 4 and Section 5 of this RFP.

"Periodic Delivery Reset" means the periodic reset of the Minimum Annual Delivery Requirement and the Maximum Annual Delivery Threshold as set forth in Section 5 of this RFP.

"Plant Manager" means the manager employed by the Contractor to manage the operation and maintenance of the Facility.

"Predictive Maintenance" means those non-repetitive and non-routine maintenance activities that are identified as necessary during annual testing and inspections conducted in accordance with the O&M manual that are outside of Preventive Maintenance and Corrective Maintenance.

"Preferred Proposer" means the Proposer(s) selected by the Public Participants with which they will enter into Contract negotiations.

"Preventive Maintenance" means those maintenance activities that are routine or repetitive in nature required by the equipment or facility manufacturer or the Contractor to maximize the service life and operational efficiency of the equipment, vehicles and facility, listed in the O&M manual, required by warranties or otherwise identified as necessary or desirable in accordance with Good Industry Practice.

"Project Schedule" means the Contractor's schedule for completing construction; i.e., the scope of work during permitting, financing, design, construction, start-up and acceptance testing.

"Proposal" means a document(s) submitted for consideration in response to this RFP.

"Proposal Form" means any one of the proposal forms attached to this RFP in Appendices A and B and which must be included by Proposers in their Proposals.

"Proposer" means the entity submitting a Proposal in response to this RFP, including the Guarantor and all entities sponsoring the Proposal or proposing to act as a Participating Firm.

"Public Participants" or "Participants" means the County of Santa Barbara, California; the City of Santa Barbara, California; the City of Buellton, California; the City of Goleta, California, and the City of Solvang, California, all of which will enter into individual waste

supply agreements with the Contractor for receipt and processing of Acceptable Waste under common contractual terms, and all of which will enter into the Joint Powers Agreement.

"Rated Capacity" means the rate (tons per day) at which tons of Acceptable Waste can be processed on a continuous basis over a sustained period of time assuming no allowances for scheduled or forced outage.

"Reference Waste BMP" means the BMP of as-received Acceptable Waste, assumed for Proposal purposes to be 2.2 ft^3 of methane per pound of Acceptable Waste, as applicable.

"Reference Waste HHV" means the HHV of as-received Acceptable Waste, assumed for Proposal purposes to be 4,322 Btu/lb, as applicable

"Required Insurance" means the insurance coverage set forth in Section 5 of this RFP.

"Residue" or **"Residuals"** means bottom ash, fly ash, combined bottom and fly ash, slag, and other waste materials that result from waste processing at the Facility, which the Contractor cannot beneficially use and market and which must be disposed of.

"RFP" or "Request for Proposals" means this Request for Proposals as originally issued and as amended and supplemented.

"Scheduled Acceptance Date" means the date by which the Contractor and the Guarantor guarantee completion of the acceptance phase of Construction and on which Acceptance (as defined by this RFP) occurs.

"Services" means all of the duties, obligations and services to be provided by the Contractor.

"Shortfall Charge" means charges incurred by the Public Participants for failure to meet the Minimum Annual Delivery Requirements as set forth in Section 5 of this RFP.

"Site" means the area at the Tajiguas Landfill property to be leased by the County to the Contractor for development of the Facility.

"Site Lease" means the agreement between the County and the Contractor leasing the Site to the Contractor for the Term of the Contract.

"Spot Market Waste" means Acceptable Waste generated within Santa Barbara County and delivered to the Facility by or on behalf of parties other than the Public Participants as set forth in Section 5 of this RFP.

"Start-up Test" means all the testing required, to the extent practical, of all or any component of the Facility after construction for the purpose of demonstrating that the Facility or the component being tested operates properly over the full range for which it was designed and in accordance with the design specifications.

"State" means the State of California.

"Term" has the meaning set forth in the Contract Principles, and includes the time from the Contract Date through Construction and Acceptance of the Facility, plus operation of the Facility after Acceptance.

"Tons" means short tons, 2000 pounds.

"TPD" means tons per day.

"TPY" means tons per year.

"Unacceptable Waste" means waste that is not Acceptable Waste.

"Uncontrollable Circumstance" means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the Contract on the part of such party. Such acts or events may include, but shall not be limited to, the following:

(A) naturally occurring events (except weather conditions normal for the Santa Barbara area) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, epidemics, and other acts of God;

(B) explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

(C) labor disputes, except labor disputes involving employees of the Contractor, its affiliates, or Subcontractors which affect the performance of the Contract services;

(D) the failure of any Subcontractor or supplier, other than the Contractor, the Guarantor or any affiliate of either, to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the Contractor directly, and the Contractor is not able after exercising all reasonable efforts to timely obtain substitutes;

(E) the failure of any appropriate Governmental Body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain utilities to the Facility which are required for the performance of the Contract;

(F) any failure of title to the Facility Site or any enforcement of any encumbrance on the Facility Site not consented to in writing by, or arising out of any action or agreement entered into by, the party adversely affected thereby; and

(G) the preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of the Facility.

It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

(1) any act, event or circumstance with respect to which the Contractor has assumed the "as-is" risk under the Contract;

(2) any act, event or circumstance that would not have occurred if the affected party had complied with its obligations under the Contract;

(3) changes in interest rates, inflation rates (other than those provided for in the Contract), labor costs, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions;

(4) changes in the financial condition of any or all of the Public Participants, the Contractor, the Guarantor, or their affiliates or Subcontractors affecting the ability to perform their respective obligations;

(5) the consequences of error, neglect or omissions by the Contractor, the Guarantor, any Subcontractor, any of their affiliates or any other person in the performance of the Contract Services;

(6) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost to the Contractor for performing the Contract Services, provided that such are not the result of a Change-in-Law;

(7) mechanical failure of equipment;

(8) power outages not caused by third party utilities;

(9) any impact of prevailing wage or similar laws, customs or practices on the Contractor's costs;

(10) reasonably anticipated weather conditions for the geographic region of Santa Barbara County;

(11) any act, event, circumstance or Change-in-Law occurring outside the United States of America;

(12) failure of the Contractor to secure applicable patents, provided that such failure is due to the acts, omissions or negligence of the Contractor;

(13) a Change-in-Law pertaining to taxes; or

(14) any Change-in-Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than are imposed by the Contract Standards.

"Unprocessed Waste" means Unprocessible Waste that is unable to be processed or stored at the Facility and is diverted from the Facility for disposal.

"Unprocessibles" or "Unprocessible Waste" means any material arriving at the Facility that cannot be processed because of its size or its characteristics; e.g., oversized, bulky items.

"USEPA" or **"EPA"** means the United States Environmental Protection Agency.

"Waste Throughput Guarantee" means the tons of Acceptable Waste that the Contractor and Guarantor shall guarantee the Facility shall be capable of processing daily, in accordance with the Rated Capacity.

"Year" means a calendar year commencing on January 1st and ending on December 31st.

1.0 INTRODUCTION

The County of Santa Barbara, California, owns and operates the Tajiguas Landfill, located on the Gaviota Coast in Santa Barbara County. The Tajiguas Landfill currently provides disposal services for the cities of Buellton, Solvang, Goleta, and Santa Barbara as well as the South Coast, Santa Ynez and New Cuyama unincorporated areas. Despite the region's aggressive and successful recycling efforts, which currently results in a diversion rate of approximately 67%, more than 210,000 tons of post-recycled municipal solid waste (MSW) were disposed at the Tajiguas Landfill in Calendar Year 2008. This represents the waste remaining after significant diversion for recycling and reuse. Section 3 of this RFP provides historical data on the amount of MSW disposed at the Tajiguas Landfill.

A project is being jointly undertaken by the County of Santa Barbara and the cities of Santa Barbara, Buellton, Goleta and Solvang, collectively called the Public Participants. The Public Participants are issuing this Request for Proposals (RFP) to solicit proposals from designated companies to permit, design, finance, build, own and operate a conversion technology (CT) project at the Tajiguas Landfill, as an alternative to the landfilling of post-recycled MSW. The intent of the project is to divert MSW that is not currently recycled from landfill disposal by further recovering materials and converting the non-recycled material into beneficial products such as energy, fuels or other marketable products. The project will be implemented as a supplement to, not a replacement for, recycling efforts. The County is coordinating and managing this procurement effort on behalf of the Public Participants.

It is the intent of the County to continue current operations of the Tajiguas Landfill. The operation of the Tajiguas Landfill will not be a part of the CT project.

1.1 Background

In April 2008, the City and County of Santa Barbara, California, working in collaboration with the other municipalities that comprise the Public Participants, completed an evaluation of MSW conversion technologies. The evaluation included adopting goals and evaluation criteria; identifying conversion technology suppliers; issuing a Request for Information (RFI), and applying the evaluation criteria to determine a short-list of companies that are best suited for providing a conversion technology project as an alternative to landfilling MSW at the Tajiguas Landfill. The goals are summarized in Table 1-1. The evaluation process and findings are summarized in the report "Evaluation of Municipal Solid Waste Conversion Technologies" (Alternative Resources, Inc., April 4, 2008), which is available on the Public Participants' website www.conversiontechnologystudy.com. The evaluation report short-listed eight (8) companies for further consideration through this RFP process. These short-listed companies are identified alphabetically by type of technology in Table 1-2.

Table 1-1. Project Goals for Tajiguas Landfill CT Project
Increase Diversion of Post-Recycled MSW for Affected Jurisdictions. Any considered CT must increase the diversion of post-recycled MSW intended for landfill disposal through pre-processing (or post-processing) and/or conversion of post-recycled MSW into beneficial products such as energy, fuels, or other marketable products (e.g., compost, aggregate, metals). ***Reduce Environmental Impacts of Landfilling MSW.*** Any considered CT must limit and/or mitigate environmental impacts of landfilling MSW, including but not limited to water quality and greenhouse gas emissions. ***Provide Financial Feasibility and Sustainability.*** Any considered CT must have capital and operating costs that result in a feasible, cost-competitive tipping fee, with long-term financial stability that would limit financial impacts to affected rate payers. ***Produce Green Energy and Other Marketable Products.*** Any considered CT must include a component of green energy and/or fuel production, along with other marketable products, as applicable, such as recovered metals and compost. ***Provide a Humane Work Environment.*** The project will be dedicated to maintaining humane working conditions, and will not consider any CT that is deemed to have an unjust or unsafe impact on workers. ***Result in a Long-Term Waste Disposal Plan.*** Any considered CT must result in a long-term waste disposal alternative for participating jurisdictions within Southern Santa Barbara County (with a 20 year minimum lifespan required).

Table 1-2. Short-listed Conversion Technology Companies (Unranked - Listed Alphabetically by Type of Technology)
Anaerobic Digestion
CA Renewable Technologies - CR&R/Arrow
Ecocorp
Thermal Processing
AdaptiveARC (Plasma Gasification)
International Environmental Solutions (Pyrolysis)
Interstate Waste Technologies (Gasification)
Plasco Energy Group (Plasma Gasification)
Tajiguas Partners - WTE/Entech (Gasification)
Other Technology
Herhof California (Biological Drying/Mechanical Separation/Off-Site Combustion

1.2 Intent of Request for Proposals

Through this RFP, the Public Participants are seeking to select a private company to permit, design, finance, build, own and operate a CT facility (the Facility) at the Tajiguas Landfill, and to provide Services for a 20 year period following the commencement of full-scale operation. The Public Participant's objectives are to contract with an experienced party with a reliable technology and the resources and financial capacity to:

- successfully develop the Facility;
- maximize recycling through materials recovery and/or conversion of waste into marketable products (including consideration of production of renewable energy);
- operate in an environmentally acceptable manner (including consideration for reduction of greenhouse gas emissions), and
- provide Services in an economically competitive manner.

The Public Participants will accept Proposals from the eight short-listed companies identified in Section 1.1 (Table 1-2). The Public Participants will also accept Proposals from other companies that are added to the short-list by the Public Participants following the procedures described below and in Section 8.1 of this RFP. Such companies that are not already short-listed must submit a response to the Request for Information (RFI) provided in Appendix K on or before November 19, 2009, together with a non-refundable payment of $4,200. Such payment will be used by the Public Participants to review the RFI response and determine whether the company meets the minimum screening criteria of the RFI. Any company not currently short-listed that submits an RFI response and payment, and that is determined by the Public Participants to meet all of the minimum screening criteria, will be added to the short-list. The Public Participants will accept a Proposal from said companies. The final short-list will be established by December 21, 2009. ***The eight companies identified in Section 1.1 (Table 1-2) that are already short-listed are not required to submit an RFI response and are not required to submit the payment of $4,200.***

This RFP requires that Proposers prepare a Proposal inclusive of technical and financial qualifications, technical approach, business approach, and price. The Public Participants will evaluate the Proposals to select a Preferred Proposer with which it will enter into contract negotiations.

1.3 Public Participants

As previously defined, the Public Participants are the County of Santa Barbara and the cities of Santa Barbara, Buellton, Goleta and Solvang. The Public Participants will enter into individual waste supply agreements with the Contractor for receipt and processing of Acceptable Waste. The individual agreements will have common contractual terms, consistent with the Contract Principles outlined in Section 5 of this RFP and the Contract to be negotiated. For purpose of this RFP, the individual waste supply agreements between

the Public Participants and the Contractor are collectively referred to as the Contract. The Public Participants have each signed a letter of interest, expressing support for the goals of the project (see Section 1.1, Table 1-1) and indicating intent to commit the community's solid waste to the project if such goals are fulfilled. These letters of interest are provided in Appendix C.

The Public Participants will enter into a Joint Powers Agreement (JPA). The JPA will establish an advisory body representing the individual Public Participants. Decision making will remain with the governing bodies of each member of the JPA. The JPA will designate the County to provide Contract administration and day-to-day operational oversight. The County and the other Public Participants will enter into a separate agreement amongst themselves to provide for the County's administrative duties under the JPA.

The County owns the Site, which is a parcel of land at the Tajiguas Landfill that will be available for development of the Facility. The County will enter into a Site Lease with the Contractor.

The Tajiguas Landfill will be used for disposal of Residue generated by the Facility, Bypassed Waste (i.e., Acceptable Waste that is not accepted and processed by the Contractor), and products and materials that are generated by the Facility and intended to be marketed but cannot be marketed by the Contractor. The County will enter into a Landfill Disposal Agreement with the Contractor for transport and disposal of these materials at the Landfill. Under the Landfill Disposal Agreement, the County will transport material from the Facility to the Landfill and will dispose of such material at the Landfill. The County has a fleet available to transport products to market, and could also provide such services to the Contractor (if requested by the Contractor) under the Landfill Disposal Agreement.

1.4 Site

The County will lease approximately 5 to 6 acres of land located on the property of the County-owned Tajiguas Landfill for development of the Facility (herein referred to as the Site). There is limited, additional acreage available adjacent to the Site, but grading work would be required to make this area usable. Limited space is available in other areas of the Landfill should additional space be needed. The Site is level and cleared. A portion of the Site is on compacted fill soils overlaying native rock. The remaining portion of the Site (approximately 35-40%) is on compacted fill soils overlaying waste. The waste footprint location on the Site is shown on Figures provided in Appendix D. The Site is accessible by existing Landfill roadways. Electricity is available at the Site, and a natural gas pipeline is located at the entrance to the Landfill. There is no water or sewer service at the Site or to the Landfill property. Additional information on the Site is provided in Section 2 and Appendix D.

1.5 RFP Approach

This RFP requires Proposers to provide a Proposal to satisfy requirements as set forth in this RFP (Base Case Proposal). In addition, Proposers are invited to submit Alternative

Proposals. Acceptable alternatives that will be considered are identified in Section 1.6 and Section 8 of this RFP. **Proposers that do not provide a Base Case Proposal will not be considered for Alternative Proposals.** Additional security beyond the Proposal Bond requirements specified in this RFP may be required from the Preferred Proposer if the Public Participants elect to negotiate with the Preferred Proposer based on an Alternative Proposal.

It is intended that this RFP be a performance-based request, and that the Contract that results will be a performance-based contract.

1.6 Summary of Services Requested

The selected private company with which the Public Participants will enter into a Contract for the requested services is referred to herein as the Contractor. For purposes of this RFP, a CT facility is generally described as an anaerobic digestion, thermal processing or other biological/mechanical or chemical processing facility, which recycles and/or converts Acceptable Waste into marketable materials or products (including fuel, electricity, compost or other marketable products). Such a facility may have front-end processing to remove and recover recyclable materials and prepare the waste for conversion, and/or back-end processing for recovery of recyclables and marketable products. The CT facility shall not include conventional waste-to-energy or incineration.

The County will provide the Site for the Facility and lease it to the Contractor. The County will be responsible for remediation of existing Site contamination, if any. The County will receive from the Contractor Residue and Bypassed Waste for transport (from the Facility) to and disposal at the Tajiguas Landfill, in accordance with Landfill permit requirements.

The Public Participants will provide Acceptable Waste to the Facility. At its discretion, the Public Participants may provide support to the Contractor for product marketing, project financing, and other activities that are the Contractor's responsibility. For example, the Public Participants could support Contractor efforts to obtain federal and State grants, low interest loans, and capacity allocation within the State for tax-exempt financing for the Facility. Also, for example, the Public Participants could, where appropriate, encourage use of suitable Facility products in public projects. Proposers should specify the type of support desired for consideration by the Public Participants.

For the Base Case Proposal, the Contractor will permit, finance, design, build, operate, and own the Facility. The Contractor will be responsible for the cost associated with transporting Residue and Bypassed Waste from the Facility for disposal at the Tajiguas Landfill, which services shall be provided by the County under the Landfill Disposal Agreement. The Contractor will be responsible for marketing all products and materials generated, recovered or beneficially used. The Contractor will be responsible for the cost associated with transporting and disposing of, at the Tajiguas Landfill, any such materials that are not successfully marketed, which services shall be provided by the County under the Landfill Disposal Agreement. The County has a fleet available to transport products to market, and could also provide that service to the Contractor, if requested. The Contractor

shall be responsible for testing any Residue in accordance with USEPA and State guidelines or regulations, prior to transport and disposal, to ensure that it is not hazardous.

The Contractor shall provide a staff of qualified and experienced employees to operate and maintain the Facility, and shall give consideration to hiring staff from the local labor force, including County staff that are displaced as a result of the development of the project. The Contractor will be responsible for maintaining positive community relations, and shall assist the Public Participants with their public information programs by providing information and participating in activities to support those programs. Proposers shall include in their Proposals an annual Grant Fund Payment to the County of $20,000, which payment shall first be made after Facility financing and which payment shall be adjusted annually by the Adjustment Factor.

The Contractor shall be responsible for guaranteeing a financing and construction schedule, including time required for Acceptance. After construction, there will be a 20-year operating period. The project development period, design and construction period and the operating period shall comprise the contract term (Term). The Contract will include an option for the public sector purchase of the Facility at the completion of the Term or earlier (see Section 1.9 and Section 5).

Alternative Proposals can be provided at the option of the Proposer. Alternative Proposals are invited for certain technical and business options to be made to the Base Case Proposal. Alternative Proposals will be accepted by the Public Participants for the following:

- a larger Facility size, to receive and process Acceptable Waste above the aggregate Maximum Annual Delivery Threshold, if (i) related Site and environmental issues can be successfully addressed, (ii) such supplemental waste results in no or limited Bypassed Waste and no Unacceptable Waste being deposited in the Tajiguas Landfill and limits the amount of additional Residue that would be deposited in the Tajiguas Landfill, and (iii) such waste is not generated from out-of-County sources;

- a term of the operating contract extending beyond 20 years, provided that term does not exceed 30 years; and

- more than one proposal for sharing of energy and materials revenues.

The Public Participants will consider Alternative Proposals only for those cases identified in this RFP or by Addenda to this RFP. Prior to the deadline for submitting written questions, a Proposer may request approval from the Public Participants to submit Alternative Proposals (such as for additional waste types and sources of waste) based on technical or business options not listed in this RFP or Addenda. If the Public Participants agree to consider additional Alternative Proposals, all Proposers will be informed by an Addendum to this RFP.

1.7 Financing

The Contractor shall finance and own the Facility. The Public Participants will not be a party to, and shall have no rights or obligations regarding Facility financing and ownership, except for the option to purchase, as described in Section 1.9 and Section 5 of this RFP. The Public Participants will support the Contractor in its efforts to obtain financing, including supporting initiatives to obtain grants and tax-exempt financing, and any initiatives taken under the American Recovery and Reinvestment Act.

1.8 Site Lease and Rent

The Site will be leased to the Contractor under a Site Lease between the County and the Contractor. For purpose of Proposal preparation, the Site Lease Payment shall be $7,000,000 per year, adjusted in accordance with the Adjustment Factor.

1.9 Option to Purchase Facility, Require Facility Removal

The Contract will include an option for the public sector to purchase the Facility from the Contractor at the end of the Term or earlier, as further described in Section 5 of this RFP. The Contract will also include step-in rights for the Public Participants, allowing for public sector purchase of the Facility if certain schedule or performance requirements are not met (see Section 5).

If the public sector does not exercise its option to purchase the Facility, the County shall have the right to require the Contractor to remove the Facility from the Site and restore the Site to a condition that is safe and useable, as further described in Section 5 of this RFP.

1.10 Contract Administration Costs

In accordance with the JPA, the County will provide Contract administration and day-to-day operational oversight on behalf of the Public Participants. The County may retain the services of an engineer, financial analyst and/or legal counsel, as necessary, to assist in monitoring Facility operation and maintenance, environmental performance, and financial records. Proposers shall include in their Proposals an annual payment to the County for Contract administration costs as further defined in Section 5 of this RFP. The payment shall be $50,000 per year after financing and until the Commercial Operation Date, at which point it shall increase to $160,000 per year, which values shall be adjusted by the Adjustment Factor.

1.11 Schedule

The following project schedule has been established:

• Issue RFP	October 19, 2009
• RFI Responses Due from Companies not already short-listed	November 19, 2009
• Mandatory Pre-Proposal Meeting	9:00 AM PST, December 3, 2009
• Determination of Final Short-list	December 21, 2009
• Last Date for Submittal of Written Questions	April 7, 2010
• Proposal Submission Due Date	4:00 PM PST April 21, 2010
• Proposal Evaluation	April - July 2010
• Selection of Preferred Proposer	By August 31, 2010
• Company Contract Negotiation	By November 30, 2010
• Permitting	December 2010 - May 2013
• Design, Construction, Start-up	June 2013 - November 2015
• Operations	December 1, 2015

There will be a mandatory Pre-Proposal Information Meeting in Santa Barbara at 9:00 AM on Wednesday, December 3, 2009, to discuss this RFP. A Site tour will be conducted after the meeting. See Section 6.3 for further information. Interested parties may attend or participate by telephone call in.

1.12 Evaluation of Proposals

The Public Participants will establish an Evaluation Committee to review Proposals. The Evaluation Committee will include representatives of each of the individual jurisdictions that comprise the Public Participants. The Evaluation Committee will be supported by legal, technical and financial advisors.

Proposals will be evaluated in accordance with the evaluation procedures and the evaluation criteria described in this RFP, Section 7. Proposers must confirm compliance with the Minimum Evaluation Criteria that were previously established in the February 2008 RFI and that were used to establish a short-list. Proposals must also meet other minimum criteria as specified in Section 7. Proposals that do not meet the Minimum Evaluation Criteria will be considered unacceptable and will not be considered responsive and responsible for comparative ranking. Comparative ranking of non-cost elements of Proposals will consider "Acceptable", "Advantageous" and "Highly Advantageous" criteria, using a point-based ranking system as described in Section 7. The Proposal prices will be evaluated concurrently with non-cost elements of the Proposals. At the discretion of the Public Participants, Proposal prices may be evaluated separately. A value ranking, including consideration of both non-cost comparative ranking and price will be conducted to determine which Proposal is most advantageous, overall, to the Public Participants.

The Public Participants are not obligated to select a Proposal based solely on price. In addition to price, the Public Participants will consider how well Proposals meet the goals

and objectives of the procurement, the qualifications and experience of the Proposer, the soundness of the technical and business approaches, conformance to terms and conditions of the Contract (as reflected in the Contract Principles), the level of risk which the Proposer is assuming and asking the Public Participants to assume, and other factors as are further described in this RFP.

The Proposer whose Proposal is found most advantageous, based on the value ranking, will be selected for contract negotiations (Preferred Proposer). If negotiations are not satisfactory, negotiations may be initiated with the next-highest ranked Proposer. Although not currently contemplated, the Public Participants reserve the right to conduct simultaneous negotiations.

Proposers are encouraged to seek participation in the project by environmental, engineering and other companies and the construction and operating labor force in the County and the State, as described in Section 6 of this RFP.

1.13 Consultant Team

The Public Participants have retained the services of Alternative Resources, Inc. (ARI), as management, technical and financial advisor and Adamski, Moroski, Madden & Green LLP as special legal counsel for this project.

1.14 Content of RFP

Included in the remainder of this RFP are: a description of the Tajiguas Landfill Site; information on waste supply and characteristics; a description of the project, scope of services and schedule; key terms and conditions of the contemplated Contracts; a description of the procurement procedures and process; a description of the procedures and evaluation criteria that will be used for reviewing and evaluating Proposals, and instructions to Proposers for preparing Technical and Business Proposals. Appendices contain forms and certificates that must be completed by Proposers as well as documents and information that will facilitate Proposal preparation. For the convenience of Proposers, forms in the Appendices have also been provided in Microsoft "Word" format. Also a Site drawing has been provided in "CAD" format.

2.0 DESCRIPTION OF SITE

2.1 Overview of the Tajiguas Landfill and the Site

The Tajiguas Landfill is located in Santa Barbara County, California, along U.S. Highway 101 (see Figure 1, Appendix D). The Landfill is a modern, Subtitle D, municipal solid waste landfill. It includes a leachate collection and control system, and a methane gas collection system. Methane collected at the Landfill is combusted on-site to generate electricity. There is an existing, 3-MW landfill gas generator at the Landfill that has been in operation for approximately eight years.

The Landfill is owned and operated by the County of Santa Barbara's Department of Public Works, Resource Recovery and Waste Management Division. The Landfill and surrounding property includes four parcels of land owned by the County: approximately 82 acres with frontage along US Hwy 101, through which the Landfill is accessed; two adjacent parcels approved for waste placement, consisting of 130 and 282 acres; and the Baron Ranch, abutting the Landfill property to the East (approximately 723 acres). The Pacific Ocean is to the immediate South of US Hwy 101 (see Figure 2, Appendix D).

The current Landfill footprint consists of approximately 118 acres. A recent topography map (March 2009) is provided in Figure 3, Appendix D. Within the permitted Landfill area the County has developed an operations deck, consisting of a level and cleared area of approximately 200,000 sf, which houses temporary buildings for use by County Landfill staff. The area of the existing operations deck, along with an adjacent, 55,000 sf area requiring grading, have been designated for use for the proposed CT Facility (see Figures 4, 5 and 6, Appendix D). Additional, limited space is available adjacent to the operations deck but would require grading to be usable. Additional, limited space is also available in other areas of the Landfill (e.g., in the vicinity of the scalehouse and maintenance facility, as shown on Figure 1, Appendix D). Note, however, that these other areas that are not adjacent to the operations deck are within the Coastal Zone. Figure 2 in Appendix D shows the boundary of the Coastal Zone.

The County will lease approximately 5 to 6 acres of land located on the property of the County-owned Tajiguas Landfill for development of the Facility (the Site). In general, the Site is assumed to be the area of the existing operations deck and potentially some immediately adjacent land, subject to regrading by the Contractor (see Figure 6, Appendix D, areas labeled "existing operations deck" and "proposed phase 2 west slope grading additional deck area"). Proposers shall show the limits of their proposed Facility within this area, and shall clearly specify any additional area that is requested to facilitate project development.

2.2 Description of the Site

The Site is level and cleared. A portion of the Site is on compacted fill soils overlaying native rock. The remaining portion of the Site (approximately 35-40%) is compacted fill soils overlaying waste. The compacted fill soils are clean material taken from preparing other sections of the Landfill property for Landfill activities. The Site is located outside of the Coastal Zone. The Site is accessible by existing Landfill roadways. Electricity is available at the Site, and a natural gas pipeline is located at the entrance to the Landfill. There is no water or sewer service at the Site or to the Landfill property. Figures 1 and 5 in Appendix D show utilities to the Landfill and the Site.

The Site currently houses temporary buildings for use by County Landfill staff. There are four trailers located at the existing operations deck: Administration Office Trailer, Engineering Trailer, Operators Break Room Trailer and Laborer Break Room Trailer. The Administration Office Trailer is 1,500 square feet and includes the following facilities: kitchen, restroom, three offices, conference room, storage room, receptionist area and general meeting area. The Engineering Trailer is 310 square feet and is used for storage of equipment and two office areas. The Operators break room is 725 square feet and includes the following facilities: break room, restroom, locker area and kitchen area. The Laborers break room is 345 square feet and includes a break room and locker area.

The County requests that Facility development include 1,500 square feet of space built for County use to replace current office space. The County also requests that its employees be allowed to share other facilities (e.g., showers, lockers, bathroom, break room) built by the Contractor at the Site.

2.3 Groundwater Supply Wells at Tajiguas Landfill

There are currently four water supply wells available for use at Tajiguas Landfill. As shown on Table 2-1, three of these are current wells on the Landfill property and one is a leased well on an adjacent property. Table 2-1 also includes information regarding a well that was sealed and destroyed and was formerly located beneath the fill pad of the operations deck (the Site). The locations of the wells are shown in Appendix D on Figure 7 - Plate 2 Tajiguas Landfill Location of Water Quality Monitoring Points and Environmental Control System.

Water yield from each of the wells is modest; ranging from 7 to 25 gallons per minute (gpm). During times of significant demand for construction and dust control water, the use of the wells is carefully coordinated with water storage in tanks at the site. Additional water is available from storm-water detention ponds and groundwater and leachate control systems which may be used in conjunction with the well water.

Surplus water is available from these available sources during much of the year. However, during major Landfill construction activities, the demands for dust control, soil conditioning and compaction, and domestic uses will typically use all of the water sources and storage facilities available at the site. Reduced Landfill activity resulting from development of a CT

Facility at the Site may significantly increase water surpluses by reducing Landfill construction activity.

Water quality is generally good from the wells completed in the Vaqueros (Tv) and Sespe-Alegria (Tsa) Formations, with Total Dissolved Solids (TDS) ranging from 500 to 1800 mg/l. Water quality from Well #3 in the Monterey Formation (Tm) is less desirable, with about 2200 mg/l TDS and typically has an odor of hydrogen sulfide gas. None of the water sources is currently treated for use as drinking water.

Table 2-1. Water Supply Wells at Tajiguas Landfill

Well No.	Approximate Well Yield	Depth	Casing Diameter	Geologic Formation	Comments
Current Water Wells on Landfill Property:					
#3	20 gpm	523 ft	6 in	Tm	High TDS, H2S
#4	25 gpm	560 ft	6 in	Tsa	May be destroyed due to future expansion
MW-12	7 gpm	556 ft	5 in	Tv	Deep monitoring well tested for possible use as a supplemental supply
Water Well not on Landfill Property:					
Shell	20 gpm	750 ft	8 in	Tv	Leased from adjacent parcel owner
Former Water Well on Landfill Property:					
#2	20 gpm	650 ft	8.6 in	Tv	Sealed and destroyed 11/05 to place fill in area

Aquifer yields are variable depending on localized variations in stratigraphy, fracturing and source of recharge. Based on yields of existing and historic water supply wells at the Landfill, individual well yields of 20 to 30 gpm can be expected from successful wells. As noted above, wells currently used for Landfill purposes may be available for the CT Facility, depending on the extent to which the CT Facility reduces Landfill activity.

2.4 Landfill Gas Collection and Engine Generator

Located at the Landfill is a gas collection and conditioning system, an enclosed ground flare and an IC engine generator. The gas collection and conditioning system and the enclosed ground flare is owned by NEO Tajiguas LLC. The IC Engine generating facility is owned by MM Tajiguas Energy LLC. Fortistar Gasco LLC owns NEO Tajiguas and Fortistar Methane LLC owns MM Tajiguas Energy LLC. These entities are operated under the name of Fortistar Methane Group. The contact person is as follows:

Anthony J. Falbo
Vice President and General Manager
Fortistar Methane Group
5087 Junction Road
Lockport, NY 14094
Cell: 716-713-4135
Office: 716-439-1004 x 116
Fax: 716-439-1000

The Tajiguas Landfill facilities (LFG system, flare and CAT engine) are permitted to operate by the Santa Barbara County Air Pollution Control District (SBCAPCD). The Final Permit to Operate No. 9788-R2, available through the SBCAPCD, provides the conditions that the facilities are required to operate under.

The landfill gas system consists of a series of vertical and horizontal gas collection devices operating under vacuum applied by landfill gas blowers located at the engine plant site. Currently, about 71 such devices exist at this time covering the approximately 118 acre Landfill footprint. The well field is monitored monthly by a Fortistar Methane Group technician for compliance of all Title V requirements. The wells and horizontal collectors are connected by a series of mostly above ground header piping. The piping is made of either PVC or HDPE material. The piping sizes range from 4-inch to 12-inch diameter in size. Each monitoring device (vertical well or horizontal), is monitored using a Landtec GEM 2000 or equivalent, from a sampling port or well head at each device. The system is currently capturing about 1200 SCFM, with about 925 SCFM being used by the CAT engine and the other 275 SCFM being flared.

The collected landfill gas is then transported for destruction at either the enclosed flare or IC engine. The enclosed ground flare is permitted for two levels of operation. There is a low flow burner which handles up to 300 SCFM at the burner tip. This is typically used in conjunction with the IC engine destroying excess gas at low quantities. The flare is also equipped and permitted to operate at flows up to a maximum of 2,000 SCFM of landfill gas. The IC Engine generator set is a large bore piston type, Caterpillar, Model 3616. The unit has 16 cylinders and creates about 4,231 brake-horsepower which is coupled to an electric generator to produce up to 3.1 mega watts of electrical power for sale to the utility grid. The facility operates around the clock with a Fortistar Methane Group operator at the site during normal business hours five days a week. The facility is equipped with an AutoDialer notification system in case of malfunctions or breakdowns. In addition to the LFG recovered

during the process, landfill leachate and gas condensate are also collected and treated. The treatment is either destroyed within the flare or transported off-site for disposal.

2.5 Existing Landfill Staffing and Equipment

The County employs a full-time staff of approximately 18 employees at the Landfill. In addition, the County typically engages a crew of four contracted employees for litter removal and special projects such as winter preparedness.
Table 2-2 provides information on the staff currently employed at the Landfill.

Table 2-2. Landfill Staffing and Salary Chart

Classification	No. of Employees	Hourly Salary Range	Monthly Salary Range
Refuse Supervisor	1	$26.53 - $32.39	$4,615 - $5,634
Refuse Leader	2	$24.49 - $29.90	$4,261 - $5,202
Equipment Mechanic II	2	$22.28 - $27.20	$3,876 - $4,731
Heavy Equipment Operator	11	$20.98 - $25.62	$3,651 - $4,457
Maintenance Worker II	1	$17.71 - $21.62	$3,081 - $3,762
Admin Office Pro II	1	$18.11 - $22.44	$3,151 - $3,904

Depending on the extent to which the CT project diverts waste from disposal at the Tajiguas Landfill, the County may reduce its staffing to meet revised demands. The placement of existing employees displaced by the project is a significant priority to the Public Participants. Proposers are requested to consider employing displaced County Landfill employees for the CT Facility, to the extent possible, at equivalent wages and benefits. As described in Section 8.7.5.1, Proposals shall describe how such displaced employees will be incorporated into the Proposer's staffing plan, and shall provide examples of how the Proposer has done this before, as applicable.

The County maintains a fleet of vehicles and other operating equipment at the Landfill. Table 2-3 provides a summary and description of landfill equipment.

Table 2-3. Landfill Equipment

TYPE	MANUFACTOR	CODE	YEAR	SERIAL#	DESCRIPTION OF EQUIPMENT
CONSTR CAT	CATERPILLAR	D10T	2008	RJG01740	D10 BULLDOZER
CONSTR CAT	CATERPILLAR	D9C3	2001	ABK00461	D9 BULLDOZER
CONSTR CAT	CATERPILLAR	D6XL	1997	3WN00926	D6 BULLDOZER
CONSTR. CAT	CATERPILLAR	D6N1	2009	DJA01032	D6 BULLDOZER
TRASH CAT	CATERPILLAR	D9T6	2005	RJS00236	D6 BULLDOZER
SCRAPER#7	CATERPILLAR	6377	1999	1FB00767	637-E SCRAPER
SCRAPER#8	CATERPILLAR	6378	2004	CEH00363	637-G SCRAPER
SCRAPER#9	CATERPILLAR	6379	2005	CEH00406	637-G SCRAPER
SCRAPER#1	CATERPILLAR	6371	2007	DFJ00362	637-G SCRAPER
EXCAVATOR	CATERPILLAR	330D	2006	MWP01263	330-D EXCAVATOR

TYPE	MANUFACTOR	CODE	YEAR	SERIAL#	DESCRIPTION OF EQUIPMENT
COMPACTOR#7	CATERPILLAR	8267	2001	7LN00721	826-G COMPACTOR
COMPACTOR#8	CATERPILLAR	8268	2005	AWF00278	826-G COMPACTOR
MOTORGRADER	CATERPILLAR	163H	1999	5AK00212	163-H MOTORGRADER
MOTORGRADER	CATERPILLAR	120G	1980	6LM7801	12 G MOTORGRADER
LD51	CATERPILLAR	LD51	2008	A6D01967	966 WHEEL LOADER
936F	CATERPILLAR	LD49	1993	8AJ1309	936 WHEEL LOADER
IT28	CATERPILLAR	IT28	1995	3CL01768	IT 28 WHEEL LOADER
BACKHOE	CATERPILLAR	436B	1989	5KF543	436 B BACKHOE
WATER TRUCK	CATERPILLAR	WT-01	1997	VH480525	4,000 Gal. INTERNATIONAL
WATER TRUCK	CATERPILLAR	WT-02	1997	VH480526	4,000 Gal. INTERNATIONAL
GATOR	JOHN DEERE	GATR1	2004		4WD UTILITY Gator
RTV900	KUBOTA	KUB1	2005	28965	4WD UTILITY
LIGHT TOWER	MULTI-EQUIP	LP03	2007		LIGHT PLANT

Plus various pickups and a mechanic's truck

3.0 WASTE SUPPLY AND CHARACTERISTICS

In March 2009, the County of Santa Barbara completed a Waste Characterization Study at the Tajiguas Landfill. The study follows a previous waste characterization study that was conducted in 2003. The 2009 Waste Characterization Study is provided in Appendix E of this RFP. Information on waste quantity and characteristics, including information from the recent Waste Characterization Study, is summarized below

3.1 Waste Quantity

The Tajiguas Landfill currently provides disposal services for the cities of Buellton, Solvang, Goleta, and Santa Barbara as well as the South Coast, Santa Ynez and New Cuyama unincorporated areas. Table 3-1 provides a historical summary of the quantity of waste disposed at the Landfill since 1997. Table 3-1 also shows the corresponding tip fees. Note that data presented in Table 3-1 is on a Fiscal Year basis (July-June), while other tonnage data reported in this Section 3.0 in reference to the Waste Characterization Study (Appendix E) is on a Calendar Year basis (January-December).

Table 3-1. Historical Tonnages and Tip Fees – Tajiguas Landfill

Year[1]	Tons	Tip Fee
1997	228,426	$47.00
1998	232,897	$45.00
1999	224,861	$45.00
2000	199,315	$45.00
2001	174,883	$48.00
2002	192,677	$48.00
2003	202,457	$48.00
2004	238,917	$48.00
2005	246,130	$51.00
2006	236,152	$52.50
2007	221,793	$52.50
2008	215,564	$55.50
2009	[2]	$59.50

[1] Fiscal Years (July-June)
[2] Projected to be lower than 2008

In 2008, a diversion rate of approximately 67% was achieved. Despite this significant level of reuse and recycling, more than 210,000 tons of post-recycled MSW was disposed at the Tajiguas Landfill in Calendar Year 2008, as summarized in Table 3-2.

Table 3-2. Waste Disposed at the Tajiguas Landfill (Calendar Year 2008)[1]

Substream of Waste	Tons	Percent of Total
Single-Family Residential[2]	42,362	20.2%
Multi-Family Residential[2]	10,533	5.0%
Commercial[2]	80,301	38.2%
Roll-offs / Compactors[2]	6,350	3.0%
Transfer Stations[3]	59,787	28.5%
MRF Residuals[4]	4,881	2.3%
Self-Haul[5]	5,246	2.5%
Other[6]	612	0.3%
Total	**210,072**	**100.0%**

1. Source: Waste Characterization Study for the Tajiguas Landfill, SCS Engineers with Cascadia, March 31, 2009 (see full report in Appendix E).

2. Waste collected by contracted and franchised haulers.

3. Waste brought to the Landfill in transfer trailers from four area transfer stations.

4. Waste brought to the Landfill from the material recovery facility that could not be recovered for recycling or reuse.

5. Waste delivered by anyone other than a contracted or franchised hauler, including waste hauled by individuals, businesses or government agencies.

6. Includes dead animals, hard to handle materials, and grit.

The Public Participants will deliver Acceptable Waste to the Facility for processing, in accordance with the Minimum Annual Delivery Requirement and Maximum Annual Delivery Threshold for each Public Participant (see Section 5.1 of this RFP).

3.2 Waste Composition

The Tajiguas Landfill receives various substreams of waste for disposal, including: residential and commercial waste collected by contracted and franchised haulers; waste from three area transfer stations; residuals from the MRF that cannot be recovered for recycling or reuse; self-hauled waste (i.e., waste delivered by anyone other than a contracted or franchised hauler, including waste hauled by individuals, businesses or government agencies); and other waste, including dead animals (including farm animals such as horses and cows), hard to handle materials and grit.

The County's 2009 Waste Characterization Study included sampling and characterization of the various substreams of waste disposed at the Tajiguas Landfill, with the exception of the substreams defined as "Other" and "MRF Residuals". The substream defined as "Other" could not be characterized within the scope of the study, due to the unique nature of this substream. MRF Residuals were not characterized because no MRF Residual loads

were delivered to the Landfill during the sampling period. Although these two substreams were not characterized in 2009, it is the intent of the project to process and divert from Landfill disposal the maximum amount of waste. Therefore, Proposers should consider its ability to process these substreams and include them in the Proposal as applicable.

The substreams that were characterized in 2009 constitute approximately 97% (204,580 tons) of the waste that was disposed at the Tajiguas Landfill in 2008. Table 3-3 summarizes the overall composition of the wastestream that was characterized. A more detailed breakdown of waste composition is provided in Appendix E, within the report detailing the 2009 waste characterization study. Proposers should review the complete characterization study included in Appendix E.

Table 3-3. Composition of Waste Disposed at the Tajiguas Landfill (Calendar Year 2008)[1]

Material	Tons	Percent
Paper	34,868	17.0%
Glass	4,543	2.2%
Metal	11,412	5.6%
Plastic	14,817	7.2%
Organics - Food	39,260	19.2%
Organics - Other	36,872	18.0%
Construction/Demolition	41,353	20.2%
Special	6,531	3.2%
HHW	233	0.1%
Mixed Residue	14,691	7.2%
Total[2]	**204,580**	**100.0%**

1. Source: Waste Characterization Study for the Tajiguas Landfill, SCS Engineers with Cascadia, March 2009 (see full report, with additional detail by type of material, in Appendix E).

2. Excludes 4,881 tons of MRF Residuals and 612 tons of Other waste that was disposed at the Landfill in 2008 but that was not sampled in the 2009 characterization study. Totals are not exact due to rounding.

3.3 Heating Value

The County's 2009 Waste Characterization Study did not include an ultimate analysis of the waste composition. Based solely on the composition of the wastestream and typical Btu values by material component, the study estimated a higher heating value of the overall wastestream of 4,322 Btu/lb. For preparing Proposals, the Reference HHV of as-received waste should be assumed to be 4,322 Btu/lb, as estimated in the 2009 Waste Characterization Study.

3.4 Biochemical Methane Potential

The County's 2009 Waste Characterization Study did not include sampling and analysis for the biochemical methane potential (BMP) of the waste. Based on a literature survey conducted as part of the Waste Characterization Study, BMP values representative of MSW were cited to range from 1.5 – 2.7 ft^3 methane per pound of MSW. For preparing Proposals, the Reference BMP of as-received waste should be assumed to be 2.2 ft^3 methane per pound of waste (the average of the range).

3.5 Other Acceptable Waste

The RFP defines Acceptable Waste to include other types of waste that may be processed by the Contractor, including agricultural plastic, tires, and sludge and residuals from water and wastewater treatment. These types of waste are not included in the data presented in Tables 3-2 and 3-3. Estimates regarding the quantity of such waste that may be available to the Contractor are as follows:

- The County estimates approximately 4,500 tons of agricultural plastic is generated annually within Santa Barbara County and is not currently disposed at the Tajiguas Landfill.

- The County estimates there may be as many as 400,000 waste tires per year generated within the County, based on U.S. EPA statistics that the U.S. generates one tire per person per year as waste.

- According to the EPA regional representative in charge of biosolids, the County produced 15,448 metric tons of biosolids in 2008.

4.0 DESCRIPTION OF PROPOSED PROJECT, SCOPE OF SERVICES AND SCHEDULE

This RFP establishes design requirements for the proposed project, including: 1) general specifications which must be met by all of the technologies; and 2) more detailed specifications, where appropriate, for specific technologies. These design requirements are included in Appendix F. Proposers shall respond as required for their specific technology. Appendix F also includes construction requirements, design document review and construction review procedures, testing requirements, and operation and maintenance requirements. A summary of such requirements is included in this Section 4, along with a general description of the project, schedule requirements, and performance guarantees.

4.1 General Description of Project

The Project is a facility to be developed, owned, operated and maintained by the Contractor, which recycles and/or converts post-recycled, municipal solid waste and, if capable, other Acceptable Waste, recovers recyclables and produces marketable products, such as electricity, fuel or compost or other marketable products. Such a facility may have front-end processing to remove and recover recyclables and other materials and to prepare the waste for conversion, and/or back-end processing and recovery of recyclables and marketable products. It may include anaerobic digestion, thermal gasification, biological drying/mechanical separation, chemical processing or other types of conversion technologies. For thermal conversion technologies, the conversion system must be capable of pre-cleaning gases produced prior to on-site use of the gas to make electricity or a fuel. The Facility does <u>not</u> include conventional waste-to-energy or incineration systems.

The Facility shall be designed to process 222,756 TPY, which is the total of each individual Public Participant's Maximum Annual Delivery Threshold (see Section 5.1.4). The Facility shall have a minimum of two, independent waste processing lines. This RFP requests that there be no more than seven, independent waste processing lines, unless the Proposer can demonstrate the need for and viability of a greater number of lines.

Waste deliveries to the Facility will be consistent with operating hours and delivery practices at the Tajiguas Landfill. Currently, the Tajiguas Landfill is open Monday through Friday from 7:00 a.m. to 3:30 p.m. The Landfill is closed on Saturdays (except those following Holidays) and Sundays. The Landfill is closed on the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Currently the County projects the Landfill will operate 267 days per year.

No public dumping is allowed at the Tajiguas Landfill. All self-hauled waste is taken to the South Coast Recycling and Transfer Station and subsequently delivered to the Landfill in transfer trailers.

The Facility shall provide for reliable and efficient processing of the waste and for compliance with stringent environmental standards as required by local jurisdictions, the State and USEPA. The Facility shall include components necessary for recovery of

marketable products (both energy and materials), achieving substantial diversion of Acceptable Waste from landfilling.

There shall be a totally enclosed waste receiving and storage area with adequate odor control. All conversion technologies must meet all applicable Federal, State and local air emissions requirements. For gasification systems that generate electricity with on-site combustion of synthesis gases, the Facility must comply with Federal standards contained in 40 CRF Part 60, Subpart Eb, Standards of Performance for Municipal Waste Combustors, in addition to State and local standards. If a stack is needed, the Facility must be designed with a Good Engineering Practice stack height in accordance with regulatory requirements.

The Facility shall be designed to minimize consumptive water use and process wastewater discharge (with a goal of "zero discharge"). Process wastewater shall be reused within the Facility to reduce consumptive water needs. There is no water or sewer service at the Site.

There shall be no "outside" placement or storage of waste, products, or Residue. The Facility design and operation shall ensure that there are no objectionable odor or noise impacts off the Site. All truck movements and Facility processing areas shall be located on the Site so as to minimize exposure and related impacts on the surrounding area.

Architectural treatment for the Facility shall be such so as to make the Facility pleasing in appearance. It shall be of modern appearance and include landscaping treatment native to the Gaviota Coast that allows the Facility to "fit" with its surroundings. A visitors and public education center must be installed. Buildings should be designed to meet at least minimum LEED certification requirements to the extent possible.

Among other goals (see Section 1.1), the Facility is intended to increase the diversion of post-recycled MSW from disposal at the Tajiguas Landfill. Depending on the extent to which the CT project diverts waste from Landfill disposal, the County may reduce its staffing at the Landfill to meet revised demands. The placement of workers displaced by the project is a significant priority to the Public Participants. To the extent possible, the Facility staffing plan shall incorporate such displaced staff. The Proposal shall clearly describe efforts to accommodate this priority.

4.2 Scope of Services and Schedule

The services and schedule described herein are for the Base Case Proposal. Alternative Proposals can also be submitted as described in this RFP.

It is requested that the Facility be operational as soon as possible. The schedule established for the project assumes the Facility will be operational no later than December 1, 2015.

4.2.1 Role of Public Participants

For the Base Case Proposal, the County will provide the Site for the Facility and will lease the Site to the Contractor for the Term of the Contract. The County will be responsible for remediating existing contamination at the Site, if any. The County will transport and dispose of Residue and Bypassed Waste for disposal at the Tajiguas Landfill, in accordance with the Landfill permit requirements, and subject to a Landfill Disposal Agreement between the County and the Contractor. The Public Participants will provide Acceptable Waste to the Facility. At its discretion, the Public Participants may provide support to the Contractor for product marketing and project financing and other activities that are the Contractor's responsibility. For example, the Public Participants could support Contractor efforts to obtain federal and State grants, low interest loans, and capacity allocation within the State for tax-exempt financing for the Facility. Also, for example, the Public Participants could, where appropriate, encourage use of suitable Facility products in public projects. Proposals should clearly specify the type of support desired for consideration by the Public Participants.

The Public Participants will, during the course of the Contract, conduct design review and construction monitoring activities, review start-up and acceptance testing and monitor performance during operations. The County shall administer these activities on behalf of the Public Participants.

4.2.2 Role of Contractor in General

For the Base Case Proposal, the Contractor will accept and process Acceptable Waste from the Public Participants, permit, finance, design, construct, start-up, acceptance test, own and operate and maintain the Facility, all in accordance with the requirements of this RFP and the Contract to be negotiated; Federal, State and local laws, regulations and policies; Good Industry Practice; Good and Accepted Construction Practice, and Good and Accepted Operating Practice. In addition, the Contractor shall be responsible for marketing all materials recovered or beneficially used, or disposing of any materials that cannot be marketed. The Contractor shall be responsible for the costs associated with transporting and disposing Residue and Bypassed Waste received at the Facility to the Tajiguas Landfill or an appropriate Landfill or disposal facility, as applicable. Transport and disposal at the Tajiguas Landfill shall be provided by the County under a Landfill Disposal Agreement between the County and the Contractor. The Contractor shall be responsible for testing the Residue in accordance with local, State and Federal guidelines to ensure that it is not hazardous, prior to transporting it to the Landfill for disposal.

The Contractor shall be responsible for assisting the Public Participants with their public information programs by providing information to support those programs.

4.2.3 Permitting Process

As stated previously, the Contractor shall be responsible for obtaining all Federal, State and local permits and approvals needed for construction and operation of the Facility. To assist the Proposer in understanding permitting requirements for the Facility, a summary of key permits and environmental approvals that may be needed is provided in Appendix G. The information provided in Appendix G is not necessarily all inclusive and the Contractor is responsible for defining permitting requirements specific to its proposed Facility, obtaining said permits and complying with permit requirements. The Public Participants will support the Contractor in obtaining permits and approvals. Note, however, that the role of the Public Participants shall in no way mean implicit approval of local permits and approvals.

4.2.4 Grant Fund Payment

The Contractor shall make an annual Grant Fund Payment of $20,000 to the County payable upon Facility financing and adjusted annually by the Adjustment Factor. The annual Grant Fund Payment shall be used at the sole discretion of the Public Participants for activities such as, but not limited to, intern programs, educational programs and outreach activities.

4.2.5 Option of Public Participants to Purchase Facility, Require Facility Removal

The Public Participants shall have an option, to be exercised at its discretion, to purchase the Facility from the Contractor at the end of the Term or sooner, as further described in Section 5 of this RFP. The Contract will also include step-in rights for the Public Participants, allowing for public sector purchase of the Facility if certain schedule or performance requirements are not met (see Section 5).

As further described in Appendix F, at the end of the Contract, whether at its stated expiration or by earlier termination for whatever reason, the Contractor shall provide services necessary for a smooth uninterrupted transition of services to the Public Participants or its designated contractor. The Contractor shall prepare an Exit Transition Plan describing such services, which shall be provided to the Public Participants prior to initiating O&M services.

If the public sector does not exercise its option to purchase the Facility, the County shall have the right to require the Contractor to remove the Facility from the Site and restore the Site to a condition that is safe and useable, as further described in Section 5.

4.2.6 Schedule for Delivery of Services

It is anticipated that the Contract Date will occur by December 1, 2010. The Contractor shall complete the permitting, financing, design, construction and acceptance testing of the Facility in accordance with a guaranteed schedule to be

specified in the Contract. The schedule shall be based on the schedule proposed by the Proposer and as negotiated with the Public Participants. Commercial operation is requested no later than December 1, 2015. Earlier completion is encouraged.

After Facility Acceptance, the Contractor shall be responsible for Facility operations and maintenance for 20 years.

4.3 Facility Requirements

The Facility shall include all elements necessary to receive, recycle, process, and convert Acceptable Waste to marketable products and store products prior to shipping. In general, these elements include:

- an access road to the Site which may share existing Landfill roadways, as applicable;
- a weigh station, which may be the County's scale house if desired by the Contractor;
- an enclosed waste receiving building and storage facilities;
- transfer facilities for Unacceptable Waste, Bypassed Waste, Unprocessible Waste, Residue, and Marketable Materials or Products;
- pre-conversion waste recycling and processing facilities (as applicable);
- a minimum of two independent conversion process trains;
- synthesis gas or biogas cleaning systems (if applicable);
- post-conversion product recovery facilities (if applicable);
- enclosed product storage area(s);
- power generating equipment (if applicable);
- enclosed Residue processing and Residue recycling facilities (if applicable);
- air pollution control (APC) equipment (if applicable);
- stack (if applicable);
- noise and odor control;
- water use and wastewater reuse and control equipment;
- electrical interconnection;
- water service to the Facility;
- interconnection of all other site utilities as applicable;
- instrumentation and controls;
- a control room;
- administrative offices;

- visitors and public education center;
- general facility features – buildings and grounds, utility, chemical and supplemental fuel handling;
- maintenance facilities;
- laboratory facilities; and
- all appurtenances and equipment thereto.

4.4 General Design and Construction Standards

The Facility shall be designed and constructed in accordance with Applicable Law, Good Industry Practice, Good and Accepted Construction Practice, and applicable design and construction codes and standards (see Appendix F). Proposers shall take note of the local climatology and seismology and design the Facility accordingly for anticipated conditions and in accordance with related codes and requirements. All materials and equipment shall be new and unused, be of heavy-duty construction and of quality suitable and commonly used for high availability, long-term service in utility applications. The Facility shall be designed and constructed utilizing equipment and processes proven to be reliable in similar applications. The Facility shall be designed and constructed for a minimum useful life of thirty (30) years. Buildings should be designed to meet at least minimum LEED certification requirements to the extent possible.

4.5 Design Requirements

Design requirements are provided in Appendix F for specific Facility components.

4.6 Environmental Design and Performance Requirements

The Contractor shall, at a minimum, meet the environmental design and performance specifications as required by all permits and approvals required to construct and operate the Facility. If not required by a permit or approval, the Facility shall still, at a minimum, meet the requirements specified herein.

For Proposal purposes, the requirements described below shall be the minimum basis for design and performance.

AIR EMISSIONS	Specification:	–	Compliance with Federal, State and Local permit requirements.
GOOD COMBUSTION PRACTICES	Specification	–	Thermal oxidizers used to combust synthesis gas or biogas must maintain a minimum temperature of 1,800 degrees Fahrenheit (instantaneous).

ODOR	Specification:	– Fully enclosed facilities – Waste pit, tipping hall and storage area, recycling and pre-processing area, intermediate storage area, product storage building, and residue building shall be maintained under negative air pressure – No objectionable odor beyond Site boundary.
NOISE	Specification:	– Compliance with noise standards as established during permitting by appropriate State and local agencies
WATER USE	Specification:	– Design must minimize water use.
WASTEWATER	Specification:	– Design must minimize process wastewater discharge, with a goal of zero discharge. – Sanitary discharge to septic system, or treat and reuse.
RESIDUE	Specification:	– Residue must be routinely tested and disposed of appropriately.

4.7 Construction Requirements

The Contractor shall perform the Construction Work in accordance with the Design Work and using Good and Accepted Construction Practice and shall have exclusive responsibility for providing all construction means, methods, techniques, sequences, start-up, and Acceptance Tests, and all procedures necessary and desirable for the correct, prompt and orderly conduct and completion of the Construction Work as required by the Facility. Construction shall be scheduled and conducted, as practical, to minimize impacts and disruptions on existing operations at the Tajiguas Landfill and surrounding land users.

The Contractor's exclusive responsibility to provide all construction means shall include, but is not limited to, providing the following construction requirements: temporary power, light and other utilities; temporary offices and construction trailers; a room for on-site, project review meetings; a furnished office with telephone and computer hook up for use by the Public Participants' on-site resident engineer; required design certifications; required approvals; field document control and filing system for the control of all submittals and project communications; quality control and testing; independent laboratory testing services; weather protection for stored materials; site cleanup and housekeeping; construction trade management; temporary parking; safety and first aid facilities; correction or compensation for defective work or equipment; equipment and materials storage areas; workshops and warehouses; temporary fire protection for the construction site; site security; potable water; telephone and portable two-way communication; subcontractor coordination and control; receipt and unloading of delivered materials and equipment;

erection rigging; temporary supports, and coordination of all construction activities of the Contract.

The Contractor warrants to the Public Participants that materials and equipment incorporated in the Facility will be new unless otherwise specified, and in conformance with the Contract documents.

The Contractor shall fully cooperate with the Public Participants and its designated representatives to allow the Public Participants to monitor and review construction progress, design documents and any proposed changes to design.

The Contractor shall meet the City of Santa Barbara's living wage requirements (see Appendix H). The Contractor is also encouraged to use goods, services, materials, equipment and products originating in or manufactured in the United States.

Appendix F specifies requirements for Construction Work Monitoring, Testing and Observation; correction of Construction Work; provision of record drawings and documents; procedures for design document review and construction review; and start-up requirements.

4.8 Start-Up Test and Acceptance Test Requirements

Testing of equipment and systems installed, as part of the Facility, will occur in two phases: the start-up testing and the Acceptance Test. The Public Participants will provide Acceptable Waste during both test(s), upon receipt of reasonable notice from the Contractor.

4.8.1 Start-up Testing

In the initial phase, start-up testing of equipment and systems will be completed to demonstrate that each is installed correctly, functions as intended and meets the applicable conditions specified. Start-up testing will occur once the equipment or system has been installed and is mechanically and electrically complete. The Public Participants or its representatives shall have the right to observe any start-up testing.

4.8.2 Acceptance Test

Upon successful completion of the start-up testing, the Acceptance Test will occur. The Contractor shall prepare an Acceptance Test Plan and conduct an Acceptance Test. The Acceptance Test is to demonstrate that the Facility functions as intended to meet Performance Guarantees, including permit limits. The Acceptance Test Plan is defined here as a plan for conduct of the Acceptance Test, which is to include sequencing of operations, test methodologies, and scheduling of the testing.

No temporary equipment will be allowed to operate during the Acceptance Test. The Acceptance Test shall be repeated in its entirety at the Contractor's expense if

there are any permit violations, or if the Contractor is forced to use temporary equipment to maintain operation.

A Draft Acceptance Test Plan shall be submitted to the Public Participants a minimum of 120 days prior to the start of the Acceptance Test. A Final Acceptance Test Plan shall be submitted to the Public Participants a minimum of 30 days prior to the start of the Acceptance Test. Acceptance Testing shall not commence prior to receipt of the Public Participants' approval of the Final Acceptance Test Plan. Note that prior to conducting the Acceptance Test, EPA and State and local regulatory agencies, as appropriate, must approve the environmental testing component of the Acceptance Test Plan.

The Contractor must satisfy the Acceptance Test requirements applicable to the proposed technology. The Acceptance Test shall consist of the following sub-tests, and each sub-test is further defined here.

- Facility Reliability Test – a test designed to show that the equipment can operate while processing Acceptable Waste over a sustained period of time;
- Facility Capacity Test – a test designed to show that the equipment can operate at its Rated Capacity for a short period of time;
- Environmental Compliance Test – a test designed to demonstrate that the Facility can meet air emissions compliance limits in its permits;
- Net Electric Output Test – a test designed for those facilities that produce electricity as a product, to demonstrate the production rate of electricity;
- Fuel Output Test – a test for those facilities that produce fuel as a product, to demonstrate the production rate of fuel.
- Material Recovery Test – a test designed to demonstrate the quantity and quality of materials and products recovered by the pre-processing, conversion, and post-processing facilities, as applicable;
- Residue Test – a test designed to demonstrate the quantity and quality of Residue generated by the conversion process;
- Ambient Noise – a test designed to demonstrate compliance with applicable noise standards;
- Ambient Odor – a test designed to demonstrate that no objectionable odors from the Facility are detectable beyond the Site boundaries.

The Facility Capacity Test shall be conducted simultaneously with the Residue Test and Material Recovery Test. During the Facility Capacity Test, the Facility shall operate in compliance with parameters as measured by the CEMS. The Environmental Compliance Test shall be run at the Rated Capacity. The other Acceptance Test procedures can be conducted individually or concurrently, as long as the schedule and sequencing allow for proper administration and complete

documentation of the tests. The Contractor shall propose the schedule and sequencing of the Acceptance Test in the Acceptance Test Plan.

Facility Reliability Test
A 30-day continuous Reliability Test will be conducted to demonstrate that the Facility can process ninety five percent (95%) of the Rated Capacity of Acceptable Waste in a 720-hour continuous operating period. Each Facility conversion system shall operate for a minimum of 684 hours during the Reliability Test. The conversion system shall be deemed operating if product output is at least 50% of the rated output. If applicable, the turbine-generator shall be on-line producing power for export to the local utility for a minimum of 708 hours. If reciprocating internal combustion engine-generators are utilized, all but one (1) engine-generator shall be on-line producing power for export to the local utility for a minimum of 716 hours.

Facility Capacity Test
A 48-hour Capacity Test shall be conducted to demonstrate the Facility can process one hundred percent (100%) of the Rated Capacity of Acceptable Waste. The quantity of Acceptable Waste required to be processed during the Facility Capacity Test shall be adjusted in accordance with variation of key waste characteristics as previously identified and proposed by the Proposer and agreed to by the Public Participants.

Environmental Compliance Test
All environmental compliance testing shall demonstrate compliance with conditions specified by permit and other environmental approvals, and with more stringent limits if required, or proposed and accepted by the Public Participants, and other conditions specified by the Public Participants, and shall be conducted in accordance with the Acceptance Test Plan, including standard EPA testing methods (40 CFR, Part 60, Appendix A) and/or methods otherwise approved in advance by the Public Participants, the EPA, and applicable State and local regulatory agencies. The appropriate regulatory agency(ies) shall approve the environmental testing component of the Acceptance Test Plan prior to testing.

Net Electric Output Test
If a product of the Facility is electricity, a 24-hour Net Electric Output Test shall be conducted to demonstrate that the Facility can meet the contractual performance proposed in accordance with output specified by the Proposer. The quantity of electricity required to be produced during the Net Electric Output Test shall be adjusted in accordance with variation in key waste characteristics as previously identified and proposed by the Proposer and agreed to by the Public Participants.

Fuel Output Test
If a product of the Facility is Fuel, a 24-hour Fuel Output Test shall be conducted to demonstrate that the Facility can meet the contractual performance proposed in accordance with output specified by the Proposer. The quantity of fuel required to be produced during the Fuel Output Test shall be adjusted in accordance with

variation in key waste characteristics as previously identified and proposed by the Proposer and agreed to by the Public Participants.

Material Recovery Test
A continuous 48-hour Material Recovery Test shall be conducted to demonstrate that the Facility can meet the contractual performance proposed in accordance with quantity and characteristics of materials and products recovered.

Residue Test
The Residue shall be tested over a 48-hour operating period to demonstrate that each unit can meet the contractual performance proposed in accordance with quantity and characteristics of Residue produced.

Ambient Noise
With all Facility equipment operating, ambient noise measurements shall be conducted at appropriate locations to demonstrate that the noise levels are in compliance with all State and local regulations and in accordance with the requirements of this RFP and the Contract, as negotiated.

Ambient Odor
With all Facility equipment operating, ambient odor measurements shall be conducted at appropriate locations to demonstrate that there are no objectionable odors from the Facility beyond the Facility Site boundary in accordance with the requirements of this RFP and the Contract, as negotiated.

4.9 Operation and Maintenance Requirements

Operation and maintenance requirements are provided in Appendix F, including:

- providing services necessary for a smooth start-up for operation and maintenance of the Facility;
- providing continuous, full-service operation and maintenance services and asset management for the Facility, in accordance with an approved O&M manual and in accordance with the Contract and Good Industry Practices, whichever is most stringent;
- providing a staff of qualified and experienced employees, and providing appropriate training of staff;
- providing for employment of displaced County Landfill staff, if any, to the extent practical (see Landfill staffing information in Section 2);
- acquiring and holding all required Federal, State and local approvals, licenses, and certifications necessary to operate, maintain and manage the Facility;
- administering operation and maintenance activities for the Facility using computerized operations and maintenance management system provided by the Contractor (DCS system as described in Appendix F);

- maintaining records and preparing reports, as described in Appendix F;
- preparing an Emergency Preparedness Plan (EPP) in accordance with Federal and State regulations governing emergency action and fire prevention plans and in cooperation with Federal, State and local officials and public safety departments;
- preparing and implementing a technical and safety training plan and program for the Facility in accordance with OSHA requirements, Good Industry Practice and the Contractor standard practices, whichever are most stringent;
- meeting the requirements of Applicable Law and minimizing noise impacts on surrounding land use for the Facility;
- managing odors from the Facility such that no objectionable odor can be detected beyond the property boundaries, and investigating and satisfying odor complaints and correcting any odor problems should they occur;
- performing all required sampling, testing and laboratory analyses for the Facility and preparing and filing the required reports;
- providing information and other support to assist the Public Participants in their public education programs;
- maintaining positive community relations, and
- preparing an Exit Transition Plan and providing services necessary for a smooth, uninterrupted transition of service to the Public Participants or its designated contractor (at the end of the Contract, whether at its stated expiration or by earlier termination for whatever reason).

4.10 Records and Reports

The Contractor shall maintain records and prepare reports as described in Appendix F, including reports to the Public Participants documenting operation and maintenance of the Facility, regulatory activities, and other relevant information. Reports shall include a monthly and an annual operations and maintenance report, a monthly complaint log reporting any and all complaints relating to the Facility and a description of the response, and a monthly statement verifying payments due and/or owed (with supporting information).

4.11 Staffing

As further described in Appendix F, the Contractor shall provide a staff of qualified and experienced employees in accordance with the plan for staffing and shall provide such additional third-party support as may be needed to perform its duties and obligations. As previously stated, the County may reduce Landfill staffing to meet revised demands associated with the CT project. The placement of such existing employees displaced by the project is a significant priority to the Public Participants. Proposers shall consider employing displaced County Landfill employees for the CT Facility.

4.12 Training

The Contractor shall provide, as appropriate, overall career development and support to Facility staff through the use of training programs. Training programs shall cover specialized areas such as safety, community relations, and emergency preparedness. As described in Appendix F, the Contractor shall notify the Public Participants in advance of any such training programs held by the Contractor, and shall allow participation by the Public Participants up to the class size prescribed by the Contractor's training policy.

4.13 Community Relations

As further described in Appendix F, the Contractor shall maintain positive community relations for the Facility within the community. At a minimum, the Contractor will provide a 24-hour telephone hotline and email address for those who wish to comment on areas of concern, and will report to the Public Participants any complaints related to the Facility.

4.14 Public Information Program

The Contractor shall be responsible for assisting the Public Participants with their public information programs by providing information to support those programs. The Contractor shall describe its proposed efforts, which may include activities such as:

- Creation of a Web Page informing the public of the status of the Facility and various public education materials and programs available associated with the Facility.
- Issuance of newsletters and/or press releases to inform the public of the Contractor's activities related to the Facility.
- Preparation of fact sheets and household guides explaining State and local community regulations and activities at the Facility that positively affect recycling and renewable energy generation.
- Presentations to local civic, environmental and other groups or at public events, which will include presentation of available videos.
- Providing a repository of publications pertaining to waste policies and waste reduction and recycling programs, information about purchasing products made from recyclable products and directories of companies that provide these types of goods, recycling guidance documents and technologies that will be available to interested parties at the Facility or another location agreed to by the Public Participants. Such repository shall be inclusive of information or guides generated and provided by the Public Participants.
- Hosting of Facility open houses.
- Hosting of tours of the Facility for interested members of the public.
- Technical assistance on source and waste toxicity reduction to target users of concern.

- Participation in public hearings, public meetings, and meetings of elected officials and interested groups.
- Participation in Public Participants', State and local community public events.

4.15 Performance Guarantees

The Contractor shall meet the following Performance Guarantees for the Facility. Confirmation for agreeing to meet these guarantees shall be provided by completing, signing and submitting the Guarantor Acknowledgement (Proposal Form 4) and Facility Performance Guarantees (Proposal Form 11) provided in Appendix A.

Waste Throughput Guarantee
The Contractor and Guarantor shall guarantee that the Facility shall be capable of processing the Rated Capacity of Acceptable Waste. This Waste Throughput Guarantee shall increase or decrease in accordance with the variation of key waste characteristics as previously identified and provided by the Proposer and as agreed to by the Public Participants.

Availability Guarantee
The Contractor and Guarantor shall guarantee that the percentage of Rated Capacity of the Facility available during any Contract Year shall be at least eighty-five percent (85%). Availability shall be measured as a percentage of Rated Capacity.

Annual Waste Throughput Guarantee
The Contractor and Guarantor shall guarantee that at the Availability Guarantee the Facility shall be capable of processing at least eighty-five percent (85%) of the Rated Capacity of Acceptable Waste per year. This Annual Waste Throughput Guarantee shall increase or decrease in accordance with the variation in key waste characteristics as previously identified and provided by the Proposer and as agreed to by the Public Participants.

Minimum Electric Output Guarantee
The Contractor and Guarantor shall guarantee that the Facility shall deliver annually a quantity of electricity calculated by multiplying the Annual Waste Throughput Guarantee by the Net Electric Generating Guarantee.

Net Electric Generating Guarantee
As applicable, the Contractor and Guarantor shall guarantee that the Facility can deliver for sale on average, **[PROPOSER TO COMPLETE]** ___ kWh of electric power per ton of as-received Acceptable Waste processed (at a Reference HHV of 4,233 Btu/lb and/or a Reference BMP of 2.2 ft^3 methane per pound of Acceptable Waste, as applicable). This Guarantee shall increase or decrease based on the HHV of the Acceptable Waste in accordance with the Net Electrical Generating Guarantee/HHV performance curve proposed and as agreed to by the Public Participants, and/or the BMP of the Acceptable Waste in accordance with the Net

Electrical Generating Guarantee/BMP performance curve proposed and as agreed to by the Public Participants, as applicable.

Fuel Generating Guarantee
As applicable, the Contractor and Guarantor shall guarantee that the Facility can deliver for sale on average, **[PROPOSER TO COMPLETE – TYPE, QUANTITY AND UNITS OF GUARANTEED FUEL PRODUCTION]** ___ of _____ per ton of as-received Acceptable Waste processed (at a Reference HHV of 4,233 Btu/lb or a Reference BMP of 2.2 ft^3 of methane per pound of Acceptable Waste, as applicable). This Guarantee shall increase or decrease based on the HHV of the Acceptable Waste in accordance with the Fuel Generating Guarantee/HHV performance curve proposed and as agreed to by the Public Participants, and/or the BMP of the Acceptable Waste in accordance with the Fuel Generating Guarantee/ BMP performance curve proposed and as agreed to by the Public Participants, as applicable.

Material Recovery Guarantee
As applicable, the Contractor and Guarantor shall guarantee that the material recovery system(s) will recover for sale the following quantity of materials per ton of Acceptable Waste processed:

[PROPOSER TO SPECIFY GUARANTEE FOR EACH TYPE OF MATERIAL]

Residue Quantity Guarantee
The Contractor and Guarantor shall guarantee that the Facility shall not produce more than **[PROPOSER TO COMPLETE]** ___ tons of Residue (net of recovered materials) per ton of Acceptable Waste Processed. Tons of Residue shall be as measured at the County's scale house.

Residue Quality Guarantee
For thermal technologies, the Contractor and Guarantor shall guarantee that the Facility Residue shall meet the following conditions for carbon and putrescible matter: **[PROPOSER TO COMPLETE]**

- the Residue shall contain no more than __% carbon; and
- the Residue shall contain no more than __% putrescible matter.

Environmental Performance Guarantee
The Contractor and Guarantor shall guarantee that the Facility is operated and maintained in compliance with Applicable Laws and all Environmental Performance Requirements in Section 4 of this RFP. It shall include noise, odor and other required environmental performance guarantees. If more stringent limits are proposed and accepted by the Public Participants, such limits shall form the basis for the Environmental Performance Guarantee.

Scheduled Acceptance Date Guarantee

The Contractor and Guarantor shall guarantee the successful completion and Acceptance of the Facility by the Acceptance Date. **[PROPOSER TO IDENTIFY PROPOSED ACCEPTANCE DATE. ACCEPTANCE DATE TO BE BASED ON SCHEDULE TO DESIGN AND CONSTRUCT THE FACILITY AS PROVIDED BY PROPOSERS AND AGREED TO BY THE PUBLIC PARTICIPANTS, BUT SHALL NOT EXCEED 30 MONTHS FROM THE DATE OF FACILITY FINANCING.]**

5.0 KEY TERMS AND CONDITIONS OF CONTRACT

Key terms and conditions (the Contract Principles) of the Contract are presented in this Section. The Contract Principles presented below have been developed as a summary of the significant cost and risk provisions that the Participants expect will be included in the Contract. These should be used by the Proposer as a guide to the full-service responsibilities that are to be undertaken by the Contractor, to enable the Proposer to assess the risks associated with specific performance obligations and to develop pricing. The Public Participants expect that the Proposer will include in its Business Proposal any comments, exceptions or requested modifications regarding the Contract Principles, and shall assume that the Proposer's pricing is based on the Contract Principles, as the Proposer may request to modify. Although modifications to the Contract Principles are acceptable, the extent of deviation from the provisions of this RFP will be an important evaluation consideration. Certain provisions of the RFP are required. These provisions are listed in Section 6.2.12.

5.1 Waste Delivery Requirements

5.1.1 Minimum Annual Deliveries

Each Public Participant shall be required to deliver (or cause to be delivered) a minimum quantity of Acceptable Waste each Contract Year (the Minimum Annual Delivery Requirement), or shall be subject to a Shortfall Charge as outlined in Section 5.2.2 of this RFP.

5.1.2 Maximum Annual Deliveries

Each Public Participant shall be allowed to deliver (or cause to be delivered) in each Contract Year a quantity of Acceptable Waste up to the Maximum Annual Delivery Threshold before incurring Excess Tonnage Fees, as described in this Section. The Contractor shall not be obligated to accept Acceptable Waste in excess of the aggregate Maximum Annual Delivery Threshold, but shall be obligated to exercise a good faith effort to accept such excess deliveries to the extent practicable up to the capacity of the Facility.

5.1.3 Application of Acceptable Waste Tipping Fee and Excess Tonnage Fee

For all quantities of Acceptable Waste delivered, the Acceptable Waste Tipping Fee shall apply. As described under "Annual True-Up/Settlement Process," below, all tonnage in excess of the Maximum Annual Delivery Threshold shall be subject to the Excess Tonnage Charge.

5.1.4 Minimum and Maximum Deliveries Specified

Each Participant and its Minimum Annual Delivery Requirement and Maximum Annual Delivery Threshold are identified below in Table 5-1:

Table 5-1. Minimum Annual Delivery Requirement and Maximum Annual Delivery Threshold

Participant	Contractual Requirements		Projected Annual Tonnage (Informational Purposes Only)
	Minimum Annual Delivery Requirement (Tons)	Maximum Annual Delivery Threshold (Tons)	
County of Santa Barbara	79,370	92,035	84,436
City of Santa Barbara	70,500	81,750	75,000
Goleta	28,946	33,565	30,794
Solvang	7,057	8,183	7,507
Buellton	6,229	7,223	6,627
Total	**192,102**	**222,756**	**204,364**

5.1.5 Periodic Delivery Reset

The Minimum Annual Delivery Requirement and Maximum Annual Delivery Threshold established for each Public Participant as of the Acceptance Date shall be in effect for the first five Contract Years following the Acceptance Date. Effective with the sixth Contract Year and every three years thereafter, each Public Participant may, without penalty or cost, reset its Minimum Annual Delivery Requirement and Maximum Annual Delivery Threshold, provided that such a reset for either is no more nor less than 10% of the previously established Minimum Annual Delivery Requirement and Maximum Annual Delivery Threshold. In the event such resets result in additional capacity becoming available at the Facility, the Contractor may contract for Spot Market Waste on whatever terms it deems appropriate, and the Most Favored Pricing provisions of Contract the shall not apply to the quantity of Acceptable Waste that is affected by the reset(s).

5.2 Fees, Payments and Compensation

5.2.1 Contractor Compensation Generally

The Contractor shall be paid monthly a Disposal Service Fee that shall be the sum of various fees and costs that will be calculated monthly based on the number of tons delivered and a cost per ton of waste basis, as set forth in this Section, plus, annually, any payments or adjustments that might be due the Contractor as a result of the annual settlement process provided for in this Section. The Disposal Service Fee and payments or adjustments that result from the annual settlement process shall be the only compensation paid to the Contractor and shall include and provide

for all costs of the Contractor, including payments due from the Contractor to the County and other Public Participants, as described under "Contractor Payments and Costs," below. No other source of payment or cost recovery shall be allowed the Contractor.

5.2.2 Disposal Service Fee

The Disposal Service Fee (DSF) shall be the monthly amount represented in the following formula.

$$DSF = (AWC + MADJ)$$

Where:

Acceptable Waste Charge (AWC) means the product of the per ton fee for the Contractor's acceptance and processing of all Acceptable Waste that is delivered to the Contractor (the Acceptable Waste Tipping Fee/AWTF) *times* the quantity of Acceptable Waste that is actually delivered to the Contractor during a monthly billing period. The annual settlement process shall provide procedures for: (a) the calculation of any Excess Tonnage Charge in the event that the aggregated deliveries to the Contractor during a Contract Year from all Participants exceed the aggregate of each Participant's Maximum Annual Delivery Threshold; and, (b) the calculation of any Shortfall Charge in the event that the aggregated deliveries to the Contractor during a Contract Year from all Public Participants are less than the aggregate of each Public Participant's Minimum Annual Delivery Requirement (taking into account revenues from Spot Market Waste, as provided for under Section 5.2.9).

The Acceptable Waste Tipping Fee shall have two components: the Capital Component (which shall include all costs associated with the recovery and/or amortization of the financing of the Facility); and the Operations Component, which shall include all costs associated with the operation and maintenance of the Facility and the provision of services to the Participants, including all costs due from the Contractor as described under "Contractor Payments and Costs," above. *Except in the case of agreed-to capital modifications to the Facility or agreed-to financing-related events during the Term, only the Operations Component of the Acceptable Waste Tipping Fee shall be subject to adjustment by the Adjustment Factor.*

Expressed as a formula:

$$AWC = AWTF \times \text{monthly tonnage delivered}$$

Monthly Adjustments (MADJ) means adjustments and other payments that may be due the Contractor for conditions such as Uncontrollable Circumstances.

5.2.3 Contractor Payments and Costs

The Contractor shall pay to the County the following:

A) Site Lease Payment of $7,000,000 per year after Facility financing, payable in equal monthly installments on the first business day of each month for the lease and use of the Site.

B) Contract Administration Payment of $50,000 per year after Facility financing and until the Commercial Operation Date, increasing to $160,000 per Contract Year beginning with the Commercial Operation Date and continuing through the Term of the Contract, to reimburse the County for its responsibilities regarding the administration, monitoring and oversight of the Contract. The Contract Administration Payment shall be paid quarterly in four equal installments no later than the first business day of each quarter of each Contract Year.

C) Contractor Disposal Costs for the County's acceptance from the Contractor and transport and disposal of Residuals, Bypassed Waste (i.e., Acceptable Waste that is not accepted and processed by Contractor) and products and materials intended to be marketed but requiring disposal, as follows: $25 per ton for the transport and disposal of Residuals; $25 per ton for the transport and disposal of Bypassed Waste; $25 per ton for the transport and disposal of unmarketed products and materials. Total Contractor Disposal Costs shall be the sum of the amounts calculated by multiplying the quantity of each waste type (i.e., Residuals, Bypassed Waste, unmarketed products and materials) by the appropriate per-ton cost. Contractor Disposal Costs shall be paid to the County monthly by the twentieth day of each month following the month in which such costs are incurred. The Contractor shall not be liable for the payment of Bypassed Waste costs for any quantities of Acceptable Waste that are delivered by the Public Participants above the Maximum Annual Delivery Threshold.

D) Grant Fund Payment of $20,000 per year after Facility financing, paid annually in full no later than the first business day of each Contract Year.

5.2.4 Most Favored Pricing

The Contractor shall not, without the prior agreement of the Public Participants, enter into disposal agreements with terms of more than three (3) years with parties other than the Public Participants that include pricing that is more favorable to such parties than the then prevailing Acceptable Waste Tipping Fee that is being charged to the Participants. In the event that the Contractor desires to accept non-Participant waste for contract terms greater than three (3) years and at a more favorable price than the then prevailing Acceptable Waste Tipping Fee, it shall adjust the Acceptable Waste Tipping Fee charged to the Participants to equal the more favorable fee(s) to be charged to others. The Contractor may enter into disposal

agreements with terms of less than three (3) years with other parties on any pricing basis that it determines to be prudent at the time. As provided for under "Waste Delivery Requirements," the most favored pricing provisions shall not apply to Spot Market Waste that is accepted by the Contractor in the event of delivery resets by the Participants.

5.2.5 Revenue Sharing

The Contractor shall share revenues with the Participants, as follows and in the manner described under "Annual True Up/Settlement Process," below.

- Energy Revenues(excluding Regulatory-Driven Revenues post-Proposal Submission) - - the Contractor shall share with the Public Participants ____% (as proposed by the Contractor in its Proposal) of revenues earned by the Contractor for the sale of energy (electricity or liquid or gaseous fuels) produced by the Facility at any time that the per unit price for such energy exceeds 125% of the price stipulated in the Contractor's Proposal and accepted by the Public Participants, as adjusted annually by the Energy Adjustment Factor. For the purposes of energy revenue sharing, the term "per unit price" shall be the price actually charged and received for the energy product.

- Regulatory-Driven Revenues (post-Proposal Submission) - - the Contractor shall share with the Public Participants 50% of all revenues received from regulatory-driven factors occurring after and not otherwise incorporated into the Proposal, including but not limited to renewable energy credits, alternative energy credits, production tax credits, greenhouse gas reduction credits and/or carbon emissions trading or other similar energy purchaser or state or federal credits or incentives.

- Materials revenues - - the Contractor shall share with the Public Participants ____% (as proposed by the Contractor in its Proposal) of revenues net of transportation costs earned by the Contractor from the sale of materials recovered or produced by the Facility in any year in which such revenues exceed 125% of the materials revenues stipulated in the Contractor's proposal and accepted by the Public Participants, as adjusted annually by the Adjustment Factor.

- Spot market revenues - - the Contractor shall pay the Public Participants a Host Community Benefit of $2.00 per ton, adjusted annually by the Adjustment Factor, for Spot Market Waste delivered to the Facility, except for Spot Market Waste that is used by the Public Participants to meet its aggregate Minimum Annual Delivery Requirement. In addition, the Contractor shall share with the Public Participants ___% (as proposed by the Contractor in its Proposal) of the revenues earned by Contractor from the acceptance and processing of Spot Market Waste in any year in which such revenues exceed 125% of the spot market revenues stipulated in the

Contractor's Proposal, as adjusted annually by the Adjustment Factor. Revenue sharing for Spot Market Waste shall only apply to Spot Market Waste that exceeds the aggregate Maximum Annual Delivery Threshold of the Public Participants.

5.2.6 Cost Savings Sharing

Should the cost of Facility construction or operation and maintenance be reduced below that proposed by the Contractor and provided for in the Contract (provided that any such reduction will not impair the Contractor's ability to meet in full its obligations under the Contract) through the adoption of more efficient or cost effective processes or systems, the Contractor shall provide an equitable reduction in the Acceptable Waste Tipping Fee and the Excess Tonnage Fee, as proposed in Pricing Proposal Form 1.

5.2.7 Payment

The Contractor shall be paid the Disposal Service Fee by the County on a monthly basis for services provided in the just concluded month, based upon invoices submitted by the Contractor to the County, and subject to County and Public Participant review and approval. The Contractor shall be paid other charges, if incurred, such as the Shortfall Charge and the Excess Tonnage Charge, as part of the Annual Adjustment process.

5.2.8 Tipping Fee Adjustments

Annual Adjustments
The following fees and payments shall be subject to annual adjustment by the Adjustment Factor or the Energy Adjustment Factor, as appropriate (provided that the application of the Energy Adjustment Factor shall apply only to item 7 below):

1. Acceptable Waste Tipping Fee (AWTF) (*Operations Component only)*
2. Excess Tonnage Fee (ETF)
3. Shortfall Charge
4. Contractor Disposal Costs
5. Contract Administration Payment
6. Grant Fund Payment
7. Proposed and accepted per unit energy sales revenues
8. Proposed and accepted total annual materials sales revenues
9. Proposed and accepted Spot Market Waste disposal revenues
10. Host Community Benefit for Spot Market Waste.

In the event that the application of the Adjustment Factor or the Energy Adjustment Factor, as the case may be, results in the reduction of a fee or cost, such fee or cost shall be so reduced, provided that the following shall not be reduced: the labor components of the AWTF, ETF and Shortfall Charge, the Contractor Disposal Costs, the Contract Administration Payment, and the Grant Fund Payment.

Other Adjustments
The AWTF, ETF, Shortfall Charge and Contractor Disposal Costs shall be subject to equitable adjustment through negotiations in the event that Uncontrollable Circumstances and/or Changes-in-Law increase or decrease the capital or operating and maintenance costs of the Contractor, except as provided for in Sections 5.10.10 and 5.10.14 regarding duration of such occurrences and except that the Contractor shall not be entitled to an adjustment of such fees if the costs associated with such Uncontrollable Circumstances or Changes-in-Law, individually, are less than $50,000 in the aggregate in any one Contract Year.

The AWTF, ETF, Shortfall Charge and Contractor Disposal Costs may also be subject to equitable adjustment through negotiations in the event that the Contractor incurs additional costs due to Participant-directed changes to the Facility and/or Facility operations.

5.2.9 Annual True-up/Settlement Process

Within 45 days of the conclusion of each Contract Year, the Contractor shall provide the County and the other Public Participants with an Annual Settlement Statement setting forth the determination of outstanding fees or obligations of the Parties with respect to such Contract Year and a reconciliation of such amount with the amounts actually paid by each Party with respect to such Contract Year. The Annual Settlement Statement shall include sufficient documentation to allow the County and the Public Participants to verify quantities, unit prices, and all resulting costs and revenues as applicable. The County, acting on behalf of all Participants, or the Contractor, as appropriate, shall pay all known and undisputed amounts within 45 days after the receipt of such Annual Settlement Statement. If any amount is then in dispute or is for other reasons not definitely known at the time the Annual Settlement Statement is due, the Annual Settlement Statement shall identify the subject matter and reasons for such dispute or uncertainty, and include a good faith estimate of the amount in question. The appropriate Party shall review any disputed matter within thirty (30) days of the receipt of the notice of dispute and, if the matter cannot be resolved through discussion and negotiation, shall refer the matter to dispute resolution.

As a part of the settlement process, and subject to substantiation by the County and affected Participants, the following shall also be calculated and paid to the affected Party, as appropriate:

- Shortfall Charge. The Shortfall Charge shall be levied by the Contractor in the event that delivery by the Public Participants during the Contract Year of Acceptable Waste to the Facility is below the aggregate Minimum Annual Delivery Requirement set in the Contract. The Shortfall Charge shall be calculated by multiplying the Shortfall Fee ($___ per ton), as proposed by the Contractor in its Proposal, *times* the difference between the amount of Acceptable Waste actually delivered and the minimum amount of Acceptable

Waste that was required under the Contract to be delivered. The Public Participants shall retain the right to mitigate any shortfall tonnage by any individual Public Participant(s) by allocating any excess waste delivered by any other Participant(s) that exceeds that Participant's Minimum Annual Delivery Requirement. In addition, Spot Market Waste shall be used to mitigate any shortfall tonnage of the Public Participants.

- Excess Tonnage Charge. The Excess Tonnage Charge shall be levied by the Contractor in the event that delivery by the Public Participants during the Contract Year of Acceptable Waste to the Facility exceeds the aggregate Maximum Annual Delivery Threshold set forth in the Contract. The Excess Tonnage Charge shall be calculated by multiplying the Excess Tonnage Fee ($___ per ton), as proposed by the Contractor in its Proposal, *times* the amount of excess tonnage accepted by the Contractor during the Contract Year. The Public Participants shall retain the right to mitigate any excess tonnage by any individual Public Participant(s) by allocating any excess waste delivered by that Participant to another Participant that has not exceeded the Maximum Annual Delivery Threshold set forth in its Waste Supply Agreement.

- Shared Revenues. The Annual Settlement Statement shall include the calculation of the revenues that are to be shared by the Contractor and the Public Participants, as provided for under "Revenue Sharing," above. The Contractor shall pay the total amount owed within 45 days of the issuance of the Annual Settlement Statement or the resolution of any disputed amounts, as the case may be.

5.3 Ownership and Financing

The Contractor shall own the Facility and other improvements to the Site. The County of Santa Barbara shall retain ownership of the Site, subject to the Lease referenced in Section 1.4 of this Request for Proposals. The Contractor shall be solely responsible for the cost of the design and construction of the Facility. The Contractor itself, or through third-party financing or other equity contributions, shall provide in a timely manner all funds required to perform the design-build-operation work. The obligations of the Contractor to design, build, operate and finance the Facility shall apply notwithstanding the occurrence of an Uncontrollable Circumstance. The Public Participants will provide support for the project through guarantees of solid waste for the Facility.

5.4 Option to Acquire or Remove the Facility

Upon the expiration of the Term, the Public Participants shall have the exclusive option, at their sole discretion to acquire the Facility and any other improvements made by the Contractor at the Site for a payment of $1.00. If the Public Participants determine not to purchase the Facility at the expiration of the Term, the Contractor shall remove the Facility from the Site and restore the Site to a condition reasonably equivalent to its condition before construction of the project within three hundred and sixty five (365) days from written notice from the Public Participants of their intention to not acquire the facility. The Public

Participants shall provide the Contractor with at least one hundred eighty (180) days written notice prior to the end of the Term of their intention to acquire or remove the Facility.

5.5 Failure to Achieve Project Financing

If the Contractor has not obtained project financing within one year from the date upon which project financing is to occur in the Contractor's project schedule as set forth in the Contract, the Public Participants shall have the right to terminate the Contract at their convenience.

5.6 Design and Construction of the Facility

5.6.1 Design-Build Responsibility

The Contractor shall have complete responsibility for the design and construction of the Facility. The Contract shall set forth the minimum design requirements for the Facility based on the technical requirements set forth in Section 4 of this RFP and the Contractor's Proposal, as negotiated. The Contractor shall complete all design requirements for full capacity operation of the Facility, and shall complete the Facility according to the Contractor's final design. Construction shall be of the quality required by the Design Requirements and the Construction Requirements set forth in Section 4 of this RFP using Good and Accepted Construction Practice as defined by the definition section of this RFP. The Contractor shall be responsible for complying with all requirements imposed by Applicable Law relating to the development of the Facility.

5.6.2 Permits and Licenses

The Contractor shall be responsible for all necessary permits and licenses as set forth in Section 4.2.3 of this RFP.

5.6.3 Applicable Employment Laws

The Contractor shall apply federal, State and local wage and hour laws to the extent required by Applicable Law, specifically including the Santa Barbara Living Wage law set forth in the Santa Barbara Municipal Code, Chapter 9.128 *et seq.* attached to this RFP as Appendix H.

5.7 Operations and Maintenance

5.7.1 Operations Generally

Operation of the Facility as discussed in Section 4.9 of this RFP shall occur no later than thirty (30) months from the date financing for the project is obtained as set forth in the Contract between the Public Participants and Contractor, unless otherwise agreed to by the parties. Operation of the Facility is detailed in Section 4 of this RFP. The Contractor, at its expense, shall provide uninterrupted operation of the

Facility in accordance with Applicable Law, Good Industry Practice, Good and Accepted Operating Practice, the Operation and Maintenance Manual, the Operations and Maintenance Standards set forth in the Contract, the Performance Guarantees, and any other applicable requirements of the Contract. At no time shall the Contractor use or permit the use of the Facility for any purposes other than those contemplated by the Contract.

5.7.2 Maintenance Generally

As set forth in further detail in Section 4 of this RFP, the Contractor, at its own expense, shall maintain the Facility in good and acceptable condition in accordance with Applicable Law, Good Industry Practice, Good and Accepted Operating Practice, the Operations and Maintenance Manual, the Operations and Maintenance Standards set forth in the Contract, the Performance Guarantees, and any other applicable requirements of the Contract. The Contractor shall also be responsible for maintenance of all of those portions of the Tajiguas Landfill utilized by the Contractor and defined as the Site, including fencing, lighting, brush-cutting, and cleanup of litter on the Site.

5.7.3 Safety and Security

The Contractor shall maintain the safety of the Facility at a level consistent with Applicable Law, all Required Insurance, the safety plan and Good Industry Practice. The Contractor shall provide for safe and orderly vehicular movement. The Contractor shall be responsible for maintaining the security of the Facility and the Site, and shall take all responsible actions to prevent vandalism to the Facility and the Site.

5.7.4 No Nuisance

The Contractor shall be responsible for keeping the Facility and the Site organized, clean, and litter-free at all times, to ensure that the operation of the Facility does not create any impermissible odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition. Should any nuisance condition occur, the Contractor shall expeditiously remedy the condition, pay any regulatory fines and indemnify the County and Public Participants from any third party nuisance claims.

5.8 Performance

5.8.1 Performance Guarantees

The Contractor shall be responsible for the Performance Guarantees as set forth in Section 4.15 of this RFP.

5.8.2 Compliance and Remedies

The Public Participants may at any time they possess reasonable cause to believe that the Contractor is not performing in accordance with the Performance Guarantees, require the Contractor to provide reasonable assurances of compliance. The Contractor shall at all times comply with the Performance Guarantees, except to the extent compliance is prevented or excused by Uncontrollable Circumstances. If the Contractor fails to comply with any Performance Guarantee and is not prevented or otherwise excused from performance, the Contractor shall: (1) promptly notify the Public Participants within 24 hours of the Contractor's having knowledge of any such non-compliance; (2) promptly provide the Public Participants within 24 hours with copies of any notices sent to or received from any Governmental Body having regulatory jurisdiction with respect to any violations of Applicable Law; (3) pay any resulting direct damages, fines, judgments or awards, including liquidated damages, levies, assessments, impositions, penalties or other charges resulting therefrom; (4) at its own cost and expense, take any commercially practicable action (including, without limitation, making repairs, replacements and operating and management practices changes) necessary, in light of the nature, extent and repetitiveness of such noncompliance, in order to comply with such Performance Guarantee, to continue or resume performance hereunder and eliminate the cause of, and to reasonably assure that such non-compliance will not recur; (5) promptly prepare all public notifications required by Applicable Law, and submit such notifications to the Public Participants for publication; and (6) assist the Public Participants with all public relations matters necessary to adequately address any public concern caused by such non-compliance, including, but not limited to, preparation of press releases, attendance at press conferences, and participation in public information sessions and meetings.

5.8.3 Damage Provisions

The Contract will provide for reasonable compensatory, consequential and liquidated damage provisions between the parties consistent with comparable contracts for major works of public improvement under California law.

5.9 Default, Termination and Dispute Resolution

5.9.1 Remedies for Breach

Except where damages for specific instances of breach or default are specified, the Public Participants may, in the event that the Contractor breaches any provision of the Contract, exercise any legal rights they have under the Contract, under the security instruments and under Applicable Law to recover damages or to secure specific performance.

5.9.2 Events of Default by the Contractor without Further Notice and Cure Opportunity

The Public Participants shall have the right to terminate the Contract without additional notice and cure opportunity, and to the extent not excused by Uncontrollable Circumstances, upon the occurrence of the following events of default:

- Abandonment of the Facility;
- Repeated failure by the Contractor to accept Acceptable Waste from any of the Participants;
- Default of Guarantor;
- Bankruptcy or insolvency of the Contractor/ Guarantor;
- Failure to maintain any security instrument;
- Any intentional misrepresentation of information and facts relating to the Contractor's performance obligations and Facility performance.

5.9.3 Events of Default by the Contractor with Notice and Cure Opportunity

The Public Participants shall have the right to terminate the Contract with notice and cure opportunity, upon the occurrence of the following events of default:

- Materially false or inaccurate representations or warranties made under the Contract or Guaranty.
- Failure to pay amounts owed to the Public Participants or any Public Participant within time specified in the Contract.
- Failure to perform a material obligation under the Contract.

5.9.4 Purchase of Facility in Event of Default

Upon any termination for Contractor default, the Public Participants, or any of them, shall determine whether they desire to purchase the Facility for the then remaining debt service on the Facility on the date of default and such other costs as are set forth in the Contract. If the Public Participants determine not to purchase the Facility, the Contractor shall, unless otherwise agreed to by the parties, complete removal of the Facility from the Site within three-hundred-sixty-five (365) days from written notification by the Public Participants to remove the facility.

5.9.5 Events of Default by Public Participants

The following shall constitute an Event of Default by the Public Participants: Repeated and persistent failure or refusal by the Public Participants to perform their material obligations under the contract, provided that: (i) the Contractor shall have given prior written notice of the breach of the contract giving rise to the default, which is not excused by an Uncontrollable Circumstance or the fault of the Contractor, and (ii) such breach has not been corrected or the Public Participants have not taken reasonable steps to correct such breach within thirty (30) days of such notice. If the default results from any one of the Public Participants failing to meet their Minimum Annual Delivery Requirement, then the default may be remedied by accounting for deliveries of another Public Participant in excess of that Public Participant's Minimum Annual Delivery Requirement. If the default is by any one of the Public Participants failing to deliver Acceptable Waste within the Public Participant's Maximum Annual Delivery Threshold, then that breach may be remedied by another Public Participant applying amounts below its Maximum Annual Delivery Threshold to the otherwise defaulting Public Participant. In no event shall the Public Participants be in default for failure to meet minimum delivery requirements in the event that in the aggregate, the minimum tonnage commitment is met by the Public Participants, or the Contractor is able to offset such amounts through Spot Market Waste.

5.9.6 No Consequential or Punitive Damages

No consequential or punitive damages shall be payable on any claim arising out of the performance or non-performance of obligations under the Contract by the County or any of the other Public Participants.

5.10 General Provisions

5.10.1 Term

The term of this contract shall commence on the Contract Date and shall remain in effect until the completion of twenty (20) years of operation, plus any renewals or extensions, unless earlier terminated for cause as provided for in the Contract. The Public Participants shall have the right to extend the initial 20-year term of the Contract for two additional five-year periods, upon the same terms and conditions as the underlying Contract.

5.10.2 Comprehensive Inspections

Upon reasonable written notice, the Public Participants, or their designees, may periodically perform a comprehensive inspection of all facilities operated or controlled by the Contractor at the Tajiguas Landfill, and relevant records of the Contractor each Contract Year to determine compliance with the Contract and Applicable Law. The Contractor shall cooperate fully with such inspections, which

shall not interfere unreasonably with the Contractor's performance of the Contract Services.

5.10.3 Contract Security and Guaranty

The Guaranty shall provide that the Guarantor shall guarantee to the Public Participants in accordance with the Form of Guarantee (Appendix J), that the Contractor will: (1) expeditiously make all payments required to be made or credited to the Public Participants under the Contract and (2) perform and observe all of the covenants and agreements it entered into under the Contract. The Guarantor may cap its financial liability, but to no less than the full Facility construction cost and, during operations, to no less than the cost of one year of operation and maintenance of the Facility. The Contractor and Guarantor shall immediately notify the Public Participants of any material decline in the Guarantor's credit standing. If a material decline in the Guarantor's credit standing occurs, the Public Participants may require the Guarantor to provide one of the following: (i) a letter of credit from a financial institution acceptable to the Public Participants; or (ii) the substitution of the Guarantor by another guarantor acceptable to the Public Participants and enter into a guaranty agreement substantially the same in form and substance to the Guarantee.

5.10.4 Contract Security; Construction Performance Bond

As further security for the performance of the Contract, the Contractor shall provide a construction performance bond in the amount of the estimated full cost of construction of the Facility, securing the construction of the Facility, in a form acceptable to the County. Such bond shall be in standard AIA form, and shall be issued by a surety company or companies rated "A" or better pursuant to current AM. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be an admitted surety in California.

5.10.5 Contract Security; Operations Bond

As further security for the performance of the Contract, the Contractor shall provide an operations bond in the amount of the estimated full cost of annual operations and maintenance of the Facility, securing the operations and maintenance of the Facility, in a form acceptable to the Public Participants as co-beneficiaries. Such bond shall be in standard AIA form, and shall be issued by a surety company or companies rated "A" or better per current AM. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be an admitted surety in California.

5.10.6 Facility Demolition, Removal and Site Restoration Financial Assurance

As further security for the performance of the Contract, the Contractor shall provide a bond or other surety device as set forth herein and acceptable to the County to cover the full cost of removal of the Facility from the Site and restoration of the Site

to a commercially safe and useable condition, should it be required by the Public Participants at contract termination or earlier termination as set forth in the Contract.

No later than the start of Facility construction, the Contractor shall establish or obtain, and thereafter continuously maintain, financial assurance that is adequate to assure the Public Participants that the Contractor will be, at all times, financially capable of complying with the requirement to demolish and remove the Facility, and restore the Site to a condition reasonably equivalent to its condition before construction of the project, should the Public Participants exercise their right to require such action. The type of financial assurance mechanism provided may be of the Contractor's choosing (e.g., a performance bond similar to a landfill closure bond or an alternative means subject to the Public Participants' approval, such as a direct access letter of credit or a separate account with direct access by the Public Participants), provided that the Public Participants shall be a parties to the mechanism to the extent that the County shall have the right to obtain, without the consent of the Contractor, exclusive direction and control over the use and disbursement of the full financial value of the mechanism and, without limitation or interference, may apply such to Facility demolition and removal and Site restoration in the event that the Contractor fails to, or is not able to, perform as required.

As a part of its Proposal, the Contractor shall provide an estimate from a properly qualified expert of the cost at Facility completion of Facility demolition, removal and Site restoration. The Contractor shall revise the estimate every year and every second year shall submit in written form a revised estimate from a properly qualified expert and, if necessary, adjust or reset (i.e., increase or decrease) the value of the mechanism to reflect such revised estimate. The mechanism shall similarly be adjusted or reset if any capital modifications made to the Facility are of a nature to materially affect the cost of demolition, removal and Site restoration. The Contractor may not terminate the mechanism or change the form or source of the mechanism without the prior consent of the Public Participants. In the event of the termination for Contractor default of the Contract between the Public Participants and the Contractor once construction of the Facility has begun, the ownership and control of the mechanism shall transfer in full to the Public Participants and the mechanism shall become the property of the Public Participants for their sole discretionary use.

5.10.7 Required Insurance

The Contractor shall procure and maintain at its expense until termination of the Contract insurance in the amounts shown below with insurance companies authorized to do business in the State of California. The Contractor shall name the Public Participants, and their employees, agents and contractors as additional insured parties on such insurance policies.

Insurance coverage limits shall include:

Design and Construction

a. *General Liability: $5 million per occ/agg
b. Workers Comp/Employers Liability: statutory limits
c. Automobile Liability: $1 million
d. Errors and Omissions (Professional Liability): $1 million per occ/ $2 million agg
e. Environmental/Pollution Liability: $10 million per occ/agg

*The Public Participants must be named as an additional insured.

Operations

a. *General Liability: $5 million per occ/agg
b. Workers Comp/Employers Liability: statutory limits
c. Automobile Liability: $1 million
d. Errors and Omissions (Professional Liability): $1 million per occ/ $2 million agg
e. Environmental/Pollution Liability: $10 million per occ/agg
f. # Property – All Risk Replacement Cost Coverage: full value of improvements and trade fixtures

* The Public Participants must be named as an additional insured
# The Public Participants must be named as "loss payees" on the property policy

All policies are required to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Public Participants. Any deductible or Self-Insured Retention (SIR) over $10,000 requires approval by the Public Participants.

5.10.8 Indemnification by the Contractor

The Contractor shall protect, indemnify and hold harmless the Public Participants and their representatives, officers, employees and subcontractors (the "Indemnified Public Participant Parties") from and against all liabilities, damages, claims, judgments, expenses, including attorney's fees, or actions, and will defend the Indemnified Public Participant Parties in any suit for personal injury to, or death of, any person, or loss or damage to property arising out of the ownership, use or operation of the Facility, environmental harm relating to the Facility and/or the Site for the duration of the Contract Term, performance or non-performance of the Contractor's obligations under the contract, or a breach of its obligations thereunder.

5.10.9 Assignment

The Contract may not be assigned by either party without the express written consent of the other party. Because of the unique nature of this important public project, the Contract will include an assignment provision substantially in the form and content set forth in Appendix I.

5.10.10 Uncontrollable Circumstances

Unless covered by insurance, in the event of an Uncontrollable Circumstance, the performance of the Contractor shall be excused (other than any Site Lease payment to the County) if the Contractor is unable to perform, provided such event was not caused by or contributed to by any act or omission of the Contractor and the effects of which could not have been prevented or avoided by due diligence if reasonable efforts had been expended by the Contractor. The Contractor shall provide prompt notice to the Public Participants of the commencement and cessation of an Uncontrollable Circumstance. At the conclusion of any such Uncontrollable Circumstance, the obligations of the Contractor shall resume in full force and effect. The Contractor shall use reasonable efforts to eliminate its cause and resume performance under the Contract as expeditiously as possible. The Contractor shall be liable for the payment of any fines and/or civil penalties levied against the Contractor, the Public Participants by any regulatory agency with jurisdictional activity should such agency find that the Contractor was negligent by its actions or lack of action in restoring service to required levels. The Contractor shall be responsible for all costs associated with restoring operating service to meet performance criteria as specified by the Contract.

If based on notice of an Uncontrollable Circumstance, the unaffected Party reasonably concludes that a Uncontrollable Circumstance or its impact on the affected Party or the Facility will continue (i) for a period of one hundred and twenty (120) or more consecutive calendar days, or (ii) for an aggregate period of one hundred and eighty (180) or more non-consecutive calendar days in the case of any claimed Uncontrollable Circumstance or series of claimed Uncontrollable Circumstance events, the unaffected Party shall have the right to terminate the Contract effective upon notice to the affected Party.

5.10.11 Ground Lease

The Contractor and the County shall enter into a separate ground lease for the Site.

5.10.12 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of the State of California, without regard to the conflicts of laws rules thereof.

5.10.13 Forum and Venue

All legal actions and proceedings relating to the Contract or to any rights or any relationship between the parties arising therefrom shall be governed solely by the laws of California and shall solely and exclusively be initiated and maintained subject to the venue of the Santa Barbara Superior Court, State of California, unless the matter is transferred to a different California Superior Court pursuant to California Code of Civil Procedure Section 394.

5.10.14 Changes in Law

Neither this Agreement nor any provision hereof may be amended, waived, discharged or terminated except by an instrument in writing signed by the Public Participants and the Contractor. In the event that Change in Law, regulations or practices not already known or anticipated as of this Contract becomes effective, or changes in relevant permits materially alter the procedures applicable to the Parties' performance of their respective obligations hereunder, the Parties will endeavor in good faith to negotiate appropriate and mutually agreeable amendments to the Contract or separate protocols to account for such changes, attempting in all events to restore or maintain for each Party as nearly as possible, its respective rights and obligations and benefits under the Contract. Contractor shall be responsible for providing the Public Participants at least thirty (30) days written notice of any such Change in Law, including written documentation setting forth the basis for the Change in Law, the estimated costs of compliance, and a description of the actions that need to be taken to comply with the Change in Law.

If based on notice of a Change in Law, the unaffected Party reasonably concludes that a Change in Law or its impact on the affected Party or the Facility will continue (i) for a period of one hundred and twenty (120) or more consecutive calendar days, or (ii) for an aggregate period of one hundred and eighty (180) or more non-consecutive calendar days in the case of any claimed Change in Law or series of claimed Change in Law events, the unaffected Party shall have the right to terminate the Contract effective upon notice to the affected Party.

6.0 PROCUREMENT PROCESS

6.1 Overview of Procurement Process

This RFP is being issued to procure the Services of and will provide the basis for selecting the Preferred Proposer and negotiating a contract with said Preferred Proposer.

The Public Participants will evaluate all responsive Proposals containing the information requested and prepared in the format required by this RFP. Upon evaluation of the Proposals submitted in response to this RFP, it is the intent of the Public Participants to enter into a Contract with the Proposer whose Proposal is responsive to this RFP, and is deemed most advantageous to the Public Participants. Although price is an important factor, it will not be the sole determining factor when identifying the Preferred Proposer.

The Public Participants reserve the right to waive minor informalities in Proposals or to reject all Proposals, if deemed in the best interest of the Public Participants. The Public Participants reserve the right to solicit further Proposals if it deems such action to be in its own best interest. In the selection of a Preferred Proposer, the Public Participants reserve the right to waive portions of the RFP or to reject any and all Proposals for any reason deemed appropriate by the Public Participants in order to serve its best interests.

As set forth in Proposal Form 1, by submitting a Proposal, a Proposer agrees, if selected as a Preferred Proposer, to negotiate in good faith and enter into the Contract based on this RFP and the Contract Principles as set forth in Section 5 herein.

Neither the Public Participants, their staffs nor any of their consultants and advisors shall be liable in regard to the completeness and/or accuracy of any data and information presented during this procurement. The Proposer shall conduct all reviews, studies, inspections and fieldwork it believes necessary to verify information or gather new information necessary to prepare its Proposal.

6.2 General Conditions of Procurement

6.2.1 Mandatory Pre-Proposal Meeting

Proposers are required to attend (or participate by call-in) a mandatory Pre-Proposal meeting which will be held at 9:00 AM on Wednesday. December 3, 2009. The Pre-Proposal meeting will be held in the County of Santa Barbara Board of Supervisors Hearing Room, located at 105 East Anapamu Street, 4th Floor, Santa Barbara, CA 93101-2065. The meeting will be followed by a tour of the Tajiguas Landfill including the area within the Landfill property designated for a CT facility (the Site). For those who cannot attend the meeting in person, a call-in number will be provided. Details regarding call-in logistics will be provided at least seven (7) days in advance of the meeting to those requesting participation by telephone. For planning purposes, Proposers are requested to notify the Contact Person by Wednesday, November 18, 2009, providing the names of the people who are planning to participate in the Pre-

Proposal meeting, and designating whether each person will participate in person or by telephone. This notification is for planning purposes only, and can be changed by the Proposer as necessary.

6.2.2 Proposal Submission

A Proposal submitted in response to this RFP must fully conform with and satisfy the submission requirements described in Section 8 of this RFP.

6.2.2.1 Proposal Deadline and Submittal Format

All Proposals, including all attachments, must be received by the Public Participants, as described in Section 8, in a sealed package no later than 4:00 p.m. (local time) on April 21, 2010 (Proposal Submission Due Date). All Proposals submitted after the Proposal Submission Due Date will be marked "Received Late" and will be returned unopened to the Proposer along with an explanation of the reason for rejection.

6.2.2.2 Completeness

Each of the instructions set forth in Sections 6, 7 and 8 of this RFP must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the Public Participants reserve the right to determine, in their sole discretion, whether any aspect of the Proposal meets the submission requirements of this RFP and to waive minor informalities in Proposals. The Public Participants further reserve the right to reject any Proposal which, in its sole judgment, does not comply with these Proposal requirements.

6.2.3 Contact Person

Alternative Resources, Inc. (ARI) will serve as the designated Contact Person for this RFP. The primary and secondary Contact Persons at ARI will be:

Primary Contact Person:
Ms Susan Higgins
Alternative Resources, Inc.
1732 Main Street
Concord, MA 01742
Tel: (978) 371-2054
Fax: (978) 371-7269
Email: shiggins@alt-res.com

Secondary Contact Person:
Mr. James Binder
Alternative Resources, Inc.
1732 Main Street
Concord, MA 01742
Tel: (978) 371-2054
Fax: (978) 371-7269
Email: jbinder@alt-res.com

Any explanation(s) desired by the Proposer(s) regarding the meaning or interpretation of information in this RFP must be requested from the Contact Person in writing, as is further described below.

Only written responses from the Contact Person, in the form of an addendum to this RFP, shall be considered official responses concerning the meaning or interpretation of information in this RFP. Proposers shall not rely on any representations, statements, or explanations unless same are conveyed in such a written response from the Contact Person.

In order to maintain a fair and impartial process, the Public Participants will adopt procedures to assure that communications with Proposers during the Proposal preparation and evaluation periods involve all Proposers. The Public Participants will prepare summaries of all questions received and all answers given, without identifying the entity asking the question, and will send this information to all RFP recipients.

6.2.4 Additional Information/Questions

Requests for additional information or clarifications may be discussed with the Contact Person, but must be made in writing (by mail, fax or email) no later than the date specified in this RFP schedule.

Please address all such written requests to the designated Contact Person as specified in Section 6.2.3.

A fax request must contain the RFP name, Proposer's name, address, phone number, facsimile number and number of pages transmitted. An email request must contain the RFP name, Proposer's name, address, and telephone number.

For administrative purposes, a copy of each written request submitted to the Contact Person shall also be emailed to:

Mr. Carlyle Johnston
Project Leader
County of Santa Barbara Public Works Department
cjohnst@cosbpw.net

The Contact Person will issue responses to inquiries and any other corrections or amendments deemed necessary by the Public Participants in written addenda prior to the Proposal Submission Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addenda to this RFP. Where there appears to be a conflict between this RFP and any addenda issued, the last addendum issued that addresses that specific issue will prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Prior to submitting its Proposal, the Proposer should verify with the designated Contact Person that all addenda have been received. Acknowledgement of receipt of addenda should be made with the Proposal in Proposal Form 1.

6.2.5 Access to Site

Proposers shall be provided access to the Tajiguas Landfill by appointment only. Appointments will be made on a first-come, first-served basis, and will be limited to Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. To arrange for Site access, Proposers shall contact:

Carlyle Johnston, Project Leader
County of Santa Barbara Public Works Department
Tel: 805-882-3617
Fax: 805-882-3601
Email: cjohnst@cosbpw.net

Requests for access to the Site shall be made in writing (email is acceptable) and shall include the date and time requested for accessing the Site, an alternate date and time should the first request be unavailable, the purpose of the visit, the names and affiliations of Proposer representatives that will participate in the visit, and contact information (name, phone number, email address) of the person coordinating the visit on behalf of the Proposer. Written requests for access to the Site shall provide at least three (3) business days advance notice for coordination and confirmation of an appointment to access the Site. Copies of all written requests for access to the Site shall be emailed to the Contact Person identified in Section 6.2.3.

6.2.6 Modified Submissions

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal Submission Due Date. Only the latest version of the Proposal will be considered, and it must be received in complete, final form as of the date of the last version.

6.2.7 Late Submissions/Late Modifications

Proposals and/or modifications received after the Proposal Submission Due Date and time will not be considered.

6.2.8 RFP Postponement/Cancellation

The Public Participants may, at their sole and absolute discretion, reject any and all, or parts of any and all, Proposals; postpone or cancel at any time, this RFP process; or waive any minor irregularities in this RFP or in the responses received as a result of this RFP.

6.2.9 Withdrawal from Procurement Process

A Proposer may withdraw its Proposal, prior to the Proposal Submission Due Date, if a written request to withdraw the Proposal is delivered to the Contact Person, by or on behalf of an authorized representative of the Proposer, or the request is delivered by certified mail.

6.2.10 Costs Incurred by Proposer

All costs involved with the preparation and submission of responses to this RFP, or any work performed in connection therewith, clarifications requested, interviews, and negotiations that result therefrom shall be borne by the Proposer. No payment will be made for any responses received, or for any other effort required of or made by the Proposer, prior to commencement of work, as defined by the Contract.

6.2.11 Oral Presentation/Interview

The Public Participants may require Proposers to make oral presentations in support of their Proposal or otherwise demonstrate the information contained therein. The Public Participants also reserve the right to visit facilities designed, constructed and/or operated by the Proposer and facilities utilizing the proposed technology.

6.2.12 Exceptions to this RFP

Proposers may take exceptions to terms of this RFP, unless the RFP specifically states that exceptions may not be taken. All exceptions taken MUST BE specific, and the Proposers must indicate clearly what alternative is being offered and why it is being offered to allow the Public Participants a meaningful opportunity to evaluate Proposals.

There are certain provisions of this RFP that are required, including:

- that Proposers submit a Base Case Proposal;
- that only Alternative Proposals as specified in this RFP and Addenda will be considered;
- that the Contractor provide all Services requested within the schedule and cost structure described in this RFP and Addenda;
- that the Contractor meet all Performance Guarantees;
- that the required Proposal Bond or alternative form of security as specified in this RFP be supplied with the Proposal;
- that required insurance, bonding and other financial security means be provided by the Contractor regarding design, construction and operation of the Facility, with surety/insurance company letters of intent provided with the Proposal (see Proposal Forms 5 and 6, Appendix A);

- that Proposers not take any exception(s) that will make financing dependent on a material increase in financial risk to the Public Participants;
- that the required Guaranty Agreement be provided by the Contractor, the Contractor's parent company or a third-party guarantor, with Proposers including the Guarantor Acknowledgement (Proposal Form 4) with the Proposal.

If there is any question as to whether the Public Participants will consider an exception, it is suggested that Proposers provide a written list of proposed exceptions to the Contact Person prior to submitting their Proposals. The Contact Person will respond to all such questions or requests for clarification.

Where exceptions are permitted, the Public Participants shall determine the acceptability of the proposed exceptions. The Public Participants, after completing evaluations, may accept or reject said exceptions.

6.2.13 Proprietary/Confidential Information

Proposers are hereby notified that, except as more fully explained below, all information submitted as part of, or in support of Proposals, may be subject to the California Public Records Act, California Government Code section 6250 *et seq. (PRA)*. Certain confidential and other proprietary and trade secret information may be exempt from disclosure under the PRA, and Proposers should, therefore, familiarize themselves with the applicable requirements and exemptions under the PRA. Any information submitted that a proposer reasonably believes is exempt from disclosure under the PRA should be clearly identified as "confidential" or "proprietary and trade secret." To the extent permitted by the PRA, the Public Participants will not voluntarily disclose such information so identified to persons other than Public Participants' employees, directors, members of an evaluation committee and any consultants or advisors involved in the evaluation of Proposals. In the event that any third party requests such information under the PRA, the Contact Person designated in this RFP or Deputy County Counsel will promptly advise the Proposer of such request. The Proposer may thereafter, at its own expense, seek to legally enjoin the disclosure of such requested information; provided, however, the Proposer shall be obligated to indemnify the Public Participants from any and all liability, including attorneys' fees, occasioned by the failure of the Public Participants in complying with the PRA based upon the Proposer's assertion that the information requested is "confidential" or "proprietary and trade secret."

6.2.14 Rules, Regulations, and Licensing Requirements

The Proposer agrees to comply with Applicable Law. The Proposer shall obtain and maintain, entirely at its own expense, all licenses, certifications, permits, and inspections required for services to be provided in accordance with any forthcoming

contract and shall comply with all laws, ordinances, and regulations applicable to the Services.

Damages, penalties, and fines imposed on or incurred by the Public Participants, or the Proposer, for failure by the Proposer to obtain and keep current required licenses or permits, or to comply with laws, ordinances, or regulations, shall be borne by the Proposer.

The Proposer agrees to abide and be governed by Federal, State, and local laws, regulations and/or ordinances, which may have a bearing on the work contemplated hereunder.

6.2.15 Disclosure

A Proposer shall prepare a Disclosure Affidavit (Proposal Form 9) stating that except as disclosed, neither the Proposer nor its officers, principals, stockholders, and affiliates are debarred by the State which would prohibit them from entering into contracts with the Public Participants or are debarred by any state in the United States or its political subdivisions from entry into contracts with such government entities. Further, the Proposer must state that it will not use any contractors or subcontractors who are so debarred.

Any Proposer who fails to prepare a Disclosure Affidavit shall not be considered by the Public Participants. Any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law, and will not be awarded a contract.

6.2.16 Personnel

In submitting their Proposals, Proposers are representing that the personnel in their Proposal shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Proposer must be able to provide a qualified replacement.

6.2.17 Responsible Wages and Benefits

Per Section 5 of this RFP, Proposers are advised that the Contractor will be responsible for applying Federal, State and local wage and labor laws to the extent required by Applicable Law. The Contractor shall meet the City of Santa Barbara's living wage requirements (see Appendix H) and so state in their Proposal.

6.2.18 Period of Acceptance and Proposal Bond or Alternative Security Requirements

The Proposer must provide a Proposal Bond, in the amount of $100,000 payable to the County, upon submittal of its Proposal, or shall provide one of the following forms of alternative security:

1) a certified bank check payable to the County in the amount of $100,000;

2) a direct-pay, irrevocable letter of credit with a bank chartered to do business in California; or

3) a certificate of deposit with the County as a beneficiary in the amount of $100,000 with a bank licensed to do business in California.

A Proposer who withdraws its Proposal, except as allowed by this RFP, and a Preferred Proposer who fails to negotiate a Contract in good faith shall forfeit its Proposal Bond or alternative security to the County. If the Preferred Proposer fails to do so, the Surety will pay to the County, as liquidated damages, the full amount of the Proposal Bond, or for alternative securities, the County shall have rights to the applicable securities.

The Proposal Bond or alternative security must be valid for a period of at least 365 days from the Proposal Submission Due Date. If the Contract has not been executed prior to that time, the Public Participants may require the renewal of the Proposal Bond or retain the alternative security for an additional 180 days. No Proposal shall be considered unless accompanied by the required Proposal Bond or alternative security. The form of the Proposal Bond which must be submitted is included in Proposal Form 3 of this RFP.

The surety which issues the Proposal Bond must be properly licensed to do business in the State of California. Alternative security measures should be from a bank chartered under the laws of the United States and authorized to conduct business in the State of California.

Additional security beyond the Proposal Bond or alternative security requirements specified herein may be required from the Preferred Proposer if the Public Participants elect to negotiate a contract with the Preferred Proposer based on an Alternative Proposal.

6.2.19 Public Participants Rights and Options

The Public Participants reserve, hold and may exercise, at their sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of the Preferred Proposer to negotiate the Contract:

- This RFP does not obligate the Public Participants to procure or contract for any services.
- The Public Participants reserve the right to change or alter the schedule for any events associated with this procurement upon notice to the Proposers, and a Proposer by submitting a Proposal agrees to be bound by any modification made by the Public Participants.
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with developing the Contract will be borne by the Proposer.
- The Public Participants reserve the right to reject, for any reason, any and all Proposals and components thereof and to eliminate any and all Proposers responding to this RFP from further consideration for this procurement.
- The Public Participants reserve the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The Public Participants reserve the right, at any time, to determine that any or all Proposers will not be selected for further consideration and to notify such Proposers of the Public Participants' determination.
- The Public Participants may require Proposers to send representatives to its offices for interviews and presentations.
- The Public Participants reserve the right to discontinue negotiations with any Proposer.
- The Public Participants reserve the right to negotiate with one or more Proposers, sequentially or concurrently.
- The Public Participants may conduct clarification discussions, at any time following the submission of Proposals, with one or more Proposers.
- The Public Participants reserve the right to receive questions concerning this RFP from Proposers and to provide such questions, and the Public Participants' responses, if any, to all Proposers.
- The Public Participants reserve the right, without prior notice, to supplement, amend or otherwise modify this RFP, or otherwise request additional information.
- Any and all responses not received by the Proposal Submission Due Date, shall be rejected and returned unopened.
- All Proposals become the property of the Public Participants and will not be returned.

- All activities related to the project shall be subject to Applicable Law.
- Neither the Public Participants, their staffs, their representatives, nor any of their consultants or agents will be liable for the completeness or accuracy of any data or other information presented. The Proposer shall be responsible for conducting any and all studies, investigations and tests necessary to prepare its Proposal.
- Neither the Public Participants, their staffs, their representatives, nor any of their consultants or agents will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFP.
- The Public Participants (including their staff, representatives, consultants and agents) reserve the right to visit and examine any of the facilities referred to by the Proposer in its Proposal and to observe and investigate the operations of such facilities.
- The Public Participants reserve the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
- The Public Participants reserve the right to contact references and parties knowledgeable of the Proposer and its performance.
- The Public Participants reserve the right to investigate the Disclosure Affidavit provided by the Proposer.
- The Public Participants reserve all rights with respect to the evaluation, clarification, selection and negotiation process set forth in this RFP.
- By submitting a Proposal, the Proposer waives its right to sue the Public Participants in the event the Public Participants do not select the Proposer.

6.3 Procurement Schedule

A summary of the major activities associated with the procurement of the services described in this RFP is presented below.

Please note that the dates indicated are subject to change. The Public Participants reserve the right to modify this schedule, as it may deem necessary, in their sole discretion. All changes to this RFP schedule will only be made by a formal, written addendum.

ACTIVITY	DATE
• Release RFP	October 19, 2009
• RFI Responses due from Companies not already short-listed	November 19, 2009
• Mandatory Pre-Proposal information meeting	9:00 AM, December 3, 2009
• Notification of additional Short-Listed Companies	December 21, 2009
• Last date for submitting written questions	April 7, 2010
• Written responses from the Public Participants on questions received and Addenda to RFP	As questions received
• Proposal Submission Due Date	4:00 p.m., local time April 21, 2010
• Review and evaluation of Proposals	April to July 2010
• Proposer Interviews (if required)	June 2010
• Selection of Preferred Proposer	by August 31, 2010
• Complete Contract Negotiations	by November 30, 2010

As described in Section 6.2.1, participation in the Pre-Proposal meeting is mandatory. Proposers are required to attend or participate by telephone call-in. The Pre-Proposal meeting will be held in the County of Santa Barbara Board of Supervisors Hearing Room, located at 105 East Anapamu Street, 4th Floor, Santa Barbara, CA 93101-2065. The meeting will be followed by a tour of the Tajiguas Landfill including the area within the Landfill property designated for a CT facility (the Site). For those who cannot attend the meeting in person, a call-in number will be provided. Details regarding call-in logistics will be provided at least seven (7) days in advance of the meeting to those requesting participation by telephone. For planning purposes, Proposers are requested to notify the Contact Person by Wednesday, November 18, 2009, providing the names of the people who are planning to participate in the Pre-Proposal meeting, and designating whether each

person will participate in person or by telephone. This notification is for planning purposes only, and can be changed by the Proposer as necessary.

6.4 Conflicts of Interest and Lobbying Prohibition

The proposed conversion technology project is an important public project subject to significant political and public scrutiny. Transparency in the selection of the Contractor for this important public project is essential. In view of the potential conflicts of interest pursuant to California Government Code §1090 *et seq.*, the inherent potential for lobbying and undue influence, and the need to preserve and protect confidential and trade secret information submitted in connection with the proposals for the RFP, it is imperative that the RFP process be managed through a centrally managed communication process. Consequently, all communications from vendors and Proposers shall only be directed to the designated project point of contact or the Public Participants' designated representatives. The designated representative for purposes of all communication from vendors and Proposers shall be the Contact Person identified in Section 6.2.3.

All vendors and Proposers associated with the proposed project are expressly prohibited from engaging in any activities that might constitute a potential conflict of interest pursuant to California Government Code §1090 *et seq.*, lobbying of, and contributions to, elected or other public officials who may have a decision-making role in connection with the proposed project, exertion of undue influence toward such public officials, and in any way attempting to affect the outcome of the selection process for this important public project. Any vendor or Proposer who violates this restriction shall be disqualified from further consideration in the RFP process.

Proposers shall complete Proposal Form 1 (Proposal Transmittal Letter) and Proposal Form 1A (Acknowledgement of Conflicts of Interest and Lobbying Prohibition) indicating the Proposer has reviewed and understands the requirements stated within this Section 6.4.

7.0 PROPOSAL EVALUATION

The Public Participants will receive Proposals from the companies that are currently short-listed (see Section 1) and from additional companies that are added to the short-list following the procedures outlined in this RFP. The final short-list will be established by December 21, 2009. Proposals received from the companies on the final short-list will be evaluated by the procedures and criteria described in this section for the purpose of determining which Proposal best meets the Public Participants' objectives, is in the best interest of the Public Participants, and is most advantageous to the Public Participants. Base Case Proposals and Alternative Proposals will be evaluated using the same evaluation process and criteria.

7.1 Evaluation Process

Proposals received in response to this RFP will be evaluated based upon the Minimum Evaluation Criteria and Comparative Evaluation Criteria (see Sections 7.2 and 7.3). The Public Participants will establish an Evaluation Committee to review and evaluate the Proposals. The Evaluation Committee will be assisted by its consultants and advisors, as appropriate. The Evaluation Committee will make a report to each individual Public Participant as to the ranking of Proposals and the selection of the Preferred Proposal.

Proposals will be reviewed in two phases:

- **Phase 1 Review.** Compliance with Minimum Evaluation Criteria (see Section 7.2, Tables 7-1 and 7-2), to confirm that a Proposal is responsive and responsible. A Proposal that does not meet the Minimum Evaluation Criteria will be considered "Unacceptable" and will not be considered for comparative review.

- **Phase 2 Review.** For Proposals that meet the Minimum Evaluation Criteria, a comparative review in conformance with established Comparative Evaluation Criteria (see Section 7.3, Table 7-3) and the procedures described herein.

Comparative ranking of non-cost elements of Proposals will consider "Acceptable", "Advantageous" and "Highly Advantageous" criteria, using a point-based ranking system. The Evaluation Committee will assign the following weighting to the Comparative Evaluation Criteria:

Quality of Proposal:	5%
Proposer's Technical Resources and Experience:	20%
Financial Resources and Strength of Proposer:	15%
Record of Performance and Reliability of Technology:	15%
Technical Approach:	30%
Business Proposal (excluding price):	15%
TOTAL:	100%

The comparative review and evaluation will be based on all information submitted by a Proposer, inclusive of the Proposal, and, as applicable, responses to questions and

requests for clarification, information provided in an interview, information provided by references and visits to reference facilities. The comparative review and evaluation will consider the qualifications of "Participating Firms". "Participating Firms," as used in this RFP, include as applicable: (1) the Proposer; (2) the Guarantor; (3) a new company, if any, to be formed for the sole purpose of executing and performing the Contract; (4) the firm(s) that will actually operate, maintain and manage the Facility; (5) the firm that will design the Facility; (6) the firm that will construct the Facility; (7) the firm that will market the products; and (8) any other significant participant(s) in the transaction, including those who will permit and those who will finance the project.

Proposal prices will be evaluated concurrently with non-cost elements of Proposals. A value ranking, including consideration of both non-cost comparative ranking and price will be conducted to determine which Proposal is most advantageous, overall, to the Public Participants.

Prices included in the Proposals will be reviewed and ranked based on price and economic benefit to the Public Participants, using pricing information provided by the Proposers. A net present value analysis of annual projected cash flow, as proposed in Pricing Proposal Form 1 will be completed, assuming an annual escalation factor of 3.5% and a discount factor of 5.0%. Consideration will also be given to proposed revenue sharing as proposed in Pricing Proposal Form 5. The analysis will be conducted for the Contract Term.

Upon completion of the comparative review and ranking of non-cost Proposal elements and review and ranking of price, a value analysis will be completed to determine which Proposal is most advantageous to the Public Participants. The prices for disposal of MSW are important factors in the evaluation and ranking of each Proposal; however, the Public Participants do not have to select the Proposal offering the lowest prices or highest economic benefit.

7.2 Minimum Evaluation Criteria

In order for a Proposal to be considered responsive and responsible, it must meet the Minimum Evaluation Criteria identified in Tables 7-1 and 7-2. Minimum Evaluation Criteria include an adaptation of the criteria that were previously established in the February 2008 RFI and that were used to short-list companies for purpose of this RFP (see Table 7-1). Proposers must confirm their ability to meet Minimum Evaluation Criteria adapted from the RFI. Minimum Evaluation Criteria also include conformance with the required provisions of the RFP, as listed in Section 6.2.12 and restated in Table 7-2.

7.3 Comparative Evaluation Criteria

Comparative Evaluation Criteria are identified in Table 7-3, located at the end of Section 7.

The Comparative Evaluation Criteria will be applied to evaluate, not only project approach, but also the experience, capability, qualifications and resources of the Proposer and each Participating Firm, based on the role proposed for the Participating Firm in the Proposal and the nature of the commitment that the Participating Firm is expected to make in

Table 7-1. Minimum Evaluation Criteria – Adapted from RFI[1]

1. Any considered CT must be capable of processing a minimum of 222,756 tons per year (tpy) of MSW during the first operating year of the project, which is the aggregate Maximum Annual Delivery Threshold of all Public Participants specified in Section 5.1.4.

2. Any considered CT must be capable of operating for a minimum of 20 years.

3. Any considered CT must be compatible with local solid waste management programs, including recycling programs.

4. Any considered CT must be capable of diverting at least 60% by weight of the MSW received for processing from Landfill disposal.

5. Any considered CT must have a projected tip fee that limits financial impact to affected ratepayers (i.e., no more than 10% beyond the price the ratepayer would expect for other alternatives). A first-year tipping fee of less than $100 per ton would be considered to meet this minimum criterion.

6. Any considered CT must produce end products that have probable, identifiable or existing markets (including electricity and/or fuel products).

7. Any considered CT must conform to California environmental standards, and must limit and/or mitigate environmental impacts of landfilling MSW.

8. Any considered CT must have been demonstrated at a minimum of one facility of similar size or with a minimum unit size of 50 tons per day (tpd), and shall have been in operation for at least six months (as of October 19, 2009) processing MSW or similar feedstock. Demonstration facilities that have operated intermittently, but processed at least 1,000 tons of MSW or similar feedstock over a one-year period, will be considered to meet the requirement of this minimum criterion.

9. Any considered CT must have a project team that has experience designing, building and operating a solid waste management facility, either individually or as a team.

10. The project developer must have bonding ability equal to the estimated cost of facility design and construction, and, during operation, equal to the estimated annual operating cost; must not be in bankruptcy; and must provide a financing plan that reasonably demonstrates that it can offer private project financing, if required.

11. The project developer must not be debarred from contracting in California.

(1) Criterion 1 and Criterion 8 are modified from the criteria previously included in the February 2008 RFI for relevance to the specific requirements and timing of this RFP. The other criteria included in this Table are the same as those in the RFI (see Appendix K)

Table 7-2. Minimum Evaluation Criteria – Required Provisions of RFP[1]
1. The Proposer has submitted a Base Case Proposal
2. If the Proposal is an Alternative Proposal, such Alternative Proposal was specified as allowable in the RFP or an Addendum to the RFP.
3. The Proposal is based on the Contractor providing all services required within the schedule and cost structure described in the RFP and any Addenda to the RFP.
4. The Contractor will agree to meet all Performance Guarantees.
5. The required Proposal Bond or alternative form of security as specified in the RFP has been provided.
6. The required insurance, bonding and other financial security means will be provided by the Contractor regarding design, construction and operation of the Facility, with Proposal Forms 5 and 6 included with the Proposal.
7. The Proposer has not taken any exception(s) that will make financing dependent on a material increase in financial risk to the Public Participants.
8. The required Guaranty Agreement will be provided by the Contractor, the Contractor's parent company or a third-party guarantor, with the Guarantor Acknowledgement (Proposal Form 4) included with the Proposal.

[1] The required provisions of the RFI, as summarized in this Table, are also listed in Section 6.2.12. Proposers are required to comply with these terms of the RFP.

ultimately performing the Services. The Proposal shall clearly distinguish among Participating Firms, where appropriate, in order to make clear whose qualifications are being offered and how the work will be divided.

7.4 Clarification of Proposals

The Evaluation Committee may, at its sole discretion, prepare a written request for clarification to some or all Proposers for the purpose of clarifying any information submitted in a Proposal. The request may seek written clarification from the Proposer of any ambiguities in its Proposal and additional information the Evaluation Committee believes is necessary to complete the evaluation process. The Evaluation Committee may, at its sole discretion, require some or all Proposers to attend individual interviews to clarify Proposals. The Evaluation Committee, or certain members thereof, may, at its sole discretion, visit reference facilities and speak with Proposers' references.

The Evaluation Committee will complete its evaluation utilizing all of the information submitted by the Proposers, including the Proposals themselves, responses to questions and requests for clarification, information presented at interviews, and information gained in the process of conducting reference plant visits and calling Proposer's references.

7.5 Contract Negotiations

Once the Preferred Proposer has been selected, the Public Participants will enter into contract negotiations with the Preferred Proposer. Simultaneous negotiations with more than one Preferred Proposer may be conducted, although it is not currently the intent to do so.

The Public Participants, may, in their sole discretion and at any time, exclude a Proposer from further participation in the negotiation process if it determines that any proposed Contract with such Proposer would not be in the best interest of the Public Participants. Negotiations with another Proposer may be initiated, if negotiations with the Preferred Proposer are not satisfactory in the sole judgement of the Public Participants. The Preferred Proposer will receive written notification of any decision to discontinue negotiations with any such Proposer.

A Proposer who fails to negotiate a Contract in good faith shall forfeit its Proposal Bond or alternative security. The Proposal Bond Requirements and alternative security options are set forth in Section 6.

7.6 Contract Authorization

The Contract will be entered into with the Proposer whose Proposal, based on final negotiations, is deemed most advantageous to, and in the best interest of the Public Participants, considering the Comparative Evaluation Criteria and pricing as set forth in this RFP. The Contract must be approved by the governing bodies of each Public Participant.

Table 7-3

NON-COST PROPOSAL COMPARATIVE EVALUATION CRITERIA
(Volumes I-IV)

CRITERIA	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
1. Quality of Proposal (5%)	Proposal includes limited detail, and/or contains inconsistencies that require significant clarification and request for submittal of supplemental information. Proposal is lacking definitive commitments such that Contract negotiations are anticipated to be laborious.	Proposal is generally complete and responsive, with limited need to request clarification and/or supplemental information. Contract negotiations are anticipated to be less laborious.	Proposal is complete and responsive, with information presented in a clear and organized manner and inclusive of supplemental, relevant information as applicable. Proposal includes definitive commitments and a level of detail sufficient for expeditious evaluation and contract negotiations. Overall, Proposal requires minimal clarification on behalf of the Evaluation Committee.
2. Proposer's Technical Resources and Experience (20%) ***Note: Proposer means the entity submitting a Proposal in response to this RFP, including, as applicable, the Guarantor and all entities sponsoring the Proposal or preparing to act as a Participating Firm.***			
2.1 Experience of Proposer in Project Development, Permitting, Design and Construction of Municipal Solid Waste Facilities	Proposer has successfully developed, permitted, designed and constructed, and put in operation a solid waste management facility, but not of similar technology.	Proposer has successfully developed, permitted, designed and constructed, and put in operation one solid waste management facility of similar technology as proposed.	Proposer has successfully developed, permitted, designed and constructed, and put into operation one facility of the same technology and similar size as proposed.
2.2 Experience of Proposer in Operation of Municipal Solid Waste Facilities	Proposer has relevant experience in the successful operation and maintenance of a solid waste management facility, but not of similar technology.	Proposer has relevant experience in the successful operation and maintenance of a solid waste management technology similar to that proposed.	Proposer has successfully operated one facility of the same technology as proposed for at least one year, and at a similar facility size as proposed.

CRITERIA	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
2.3 Experience of Proposer as Team with Solid Waste Facility Development, Design, Construction and Operation	Proposer, Guarantor and Participating Firms have not worked together previously in development, permitting, design, construction and operation of a solid waste management facility.	Proposer, Guarantor and Participating Firms have worked together as a team in development, permitting, design, construction and operation of a solid waste management facility, but not of similar technology.	Proposer, Guarantor and Participating Firms have worked together as a team in development, permitting, design, construction and operation of a similar solid waste management facility.
2.4 Depth and Location of Resources	Proposer has requisite capabilities and resources to perform the requested services, but not primarily located in the U.S.	Proposer has requisite capabilities and resources to perform the requested services, primarily located in the U.S.	Proposer has requisite capabilities and resources to perform the requested services, primarily located in the U.S., and with significant resources in California.
2.5 Regulatory, Permitting Experience	Proposer has permitted the construction and operation of a solid waste management facility, but not of a similar technology in the U.S.	Proposer has permitted the construction and operation of a similar solid waste management facility in the U.S.	Proposer has permitted the construction and operation of a solid waste management facility in the U.S., of the same technology as proposed, or of a similar technology in California.
2.6 Record of Regulatory Compliance	Proposer has a satisfactory compliance record for a solid waste management facility, but not in the U.S.	Proposer has a satisfactory compliance record for a similar solid waste management facility in the U.S.	Proposer has a satisfactory compliance record in the U.S. for a solid waste management facility of the same technology as proposed, or of a similar technology in California.
2.7 Experience in Selling Products – Electricity, Fuels, Compost, Other Products	Proposer does not have experience in the U.S. in marketing similar products as those proposed.	Proposer has experience in the U.S. in marketing similar products as those proposed.	Proposer has experience in the U.S., including California, in marketing similar products as those proposed.
2.8 Record of Contract Performance	Proposer has a satisfactory contract performance record for a solid waste management facility, but not in the U.S.	Proposer has a satisfactory contract performance record in the U.S. for a similar solid waste management facility.	Proposer has a satisfactory contract performance record in the U.S. for a solid waste management facility of the same technology as that proposed, or of a similar technology in California.
2.9 Record of Labor Relations	Proposer has a satisfactory record of labor relations for a solid waste management facility, but not in the U.S.	Proposer has a satisfactory record of labor relations in the U.S. for a similar solid waste management facility.	Proposer has a satisfactory record of labor relations in California for a solid waste management facility, or a record in the U.S. that exceeds industry standards for a similar solid waste management facility.

CRITERIA	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
2.10 Safety Record	Proposer has a satisfactory safety record for a solid waste management facility, but not in the U.S.	Proposer has a satisfactory safety record in the U.S. for a similar solid waste management facility.	Proposer has a satisfactory safety record in California for a similar solid waste management facility, or a record in the U.S. that exceeds industry standards for a similar solid waste management facility.
2.11 References and Reference Project Descriptions	Proposer has identified and described at least one relevant solid waste facility that the Proposer has been involved with as a service provider, but not of similar technology to that proposed and/or with the Proposer having limited involvement with the project.	Proposer has identified and described at least one relevant solid waste facility that the Proposer has been involved with as a service provider, of similar technology to that proposed.	Proposer has identified and described two or more relevant solid waste facilities that the Proposer has been involved with as a service provider, with at least one being the same technology as that proposed.
3. Financial Resources and Strength of Proposer (15%) ***Note: Proposer means the entity submitting a Proposal in response to this RFP, including, as applicable, the Guarantor and all entities sponsoring the Proposal or preparing to act as a Participating Firm.***			
3.1 Financial Strength of Proposer/ Guarantor	Proposer did not have a positive net worth in any of the last three fiscal years, and/or other indicators suggest difficulty in completing project development, achieving full-scale Facility operation and providing on-going financial benefits over time.	Proposer had a positive net worth for the last fiscal year, with a current ratio of 1.2:1, or better, and/or supplied other evidence which, in the judgment of the Public Participants, demonstrates equivalent liquidity.	Proposer had a positive net worth for the immediate past three fiscal years, with a current ratio of 1.6:1 or better, and/or supplied other evidence which, in the judgment of the Public Participants demonstrates equivalent liquidity.
3.2 Experience in Project Financing	Proposer has not participated in a financing for a similar project as that proposed.	Proposer has experience in the project financing of one similar project.	Proposer has experience in the project financing of two or more similar projects.
3.3 Experience as Guarantor	Proposer has limited experience as a guarantor.	Proposer has experience as a guarantor on at least one comparable project that has operated for at least one year.	Proposer has experience as a guarantor on more than one comparable project that has operated for at least two years.

CRITERIA	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
3.4 Record of Business Integrity	Not Applicable	Strong record of business integrity and performance, and has not been disbarred in the U.S.	Exemplary record of business integrity and performance and has not been disbarred in the U.S.
4. Record of Performance and Reliability of Technology (15%)	Proposed technology has been demonstrated at minimum unit size for at least six months, but not at proposed project size.	Proposed technology has been demonstrated at the proposed project size for at least six months, or proposed technology has been demonstrated at minimum unit size in the U.S. for at least six months.	Proposed technology has been operating commercially for more than one year at either the minimum unit size or the proposed project size.
5. Technical Approach (30%) 5.1 Project Management Plan	Project Management Plan does not show strong understanding of key project development, permitting, financing, design, construction, operations, product marketing and public outreach issues, nor does it show a well thought out approach or commitment of key, experienced staff.	Project Management Plan demonstrates strong understanding of key project development, permitting, financing, design, construction, operations, product marketing and public outreach issues, describes a well thought out approach and shows commitment of Proposer, including assignment of experienced staff to most key positions, to resolve issues and achieve project success.	Project Management Plan demonstrates superior understanding of key project development, permitting, financing, design, construction, operations, product marketing and public outreach issues, describes superior approach and shows stronger commitment of Proposer, including assignment of experienced staff to all key positions, to resolve issues and achieve project success.
5.2 Permitting Plan	Permitting Plan does not show strong understanding of key permitting requirements and issues, nor does it describe a well thought out approach to obtaining permit approvals.	Permitting Plan demonstrates strong understanding of key permitting requirements and issues, and describes reasonable approach for obtaining permit approvals.	Permitting Plan demonstrates superior understanding of permit requirements and issues, and demonstrates superior approach for obtaining permit approvals.
5.3 Design, Construction, Start-up Plan	Design, Construction, Start-up Plan does not show strong understanding of key design, construction and start-up elements and issues, nor does it describe a well thought out approach for addressing said elements and issues.	Design, Construction and Start-up Plan demonstrates strong understanding of key design, construction, and start-up elements and issues, and presents reasonable approach for addressing said elements and issues.	In addition to Advantageous Criteria, Design, Construction and Start-up Plan is based on Proposer's demonstrated ability to achieve similar results on similar projects using proposed approach.
5.4 Operation and Maintenance Plan	Operation and Maintenance Plan does not demonstrate strong understanding of key operation and maintenance issues, nor does it describe a well thought out approach for addressing said issues.	Operation and Maintenance Plan demonstrates strong understanding of issues and presents reasonable approach for addressing said issues.	In addition to Advantageous Criterion, Operation and Maintenance Plan is based on Proposer's demonstrated ability to achieve similar results on similar projects using proposed approach.

CRITERIA	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
5.5 Spot Market Waste Acquisition Plan (as applicable)	Proposal does not include a meaningful plan for acquisition of Spot Market Waste (as applicable).	Proposal includes a comprehensive plan for acquisition of Spot Market Waste, as applicable.	In addition to meeting the Advantageous Criterion, Proposer has demonstrated it has already taken steps towards acquiring Spot Market Waste, as applicable.
5.6 Product Marketing Plan	Product Marketing Plan shows understanding of marketing issues and presents a plan for acquiring product markets, but Proposer has not been able to obtain Letters of Intent for purchase of key products.	In addition to showing an understanding of marketing issues and presenting a plan for acquiring product markets, Proposer has provided Letters of Interest for purchase of key products.	In addition to meeting the Advantageous Criterion, Proposer has provided Letters of Intent for purchase of key products.
5.7 Community Relations Plan	Community Relations Plan does not demonstrate a strong understanding of the need to develop and maintain professional, responsible, and responsive working relationships.	Community Relations Plan demonstrates a strong understanding of the need to develop and maintain professional, responsible, and responsive working relationships.	Community Relations Plan demonstrates a superior understanding of the need to develop and maintain professional, responsible, and responsive working relationships.
5.8 Proposed Project Schedule	Proposal includes a Project Schedule showing the Facility will be operational by October 1, 2015.	Proposal includes a Project Schedule showing the Facility will be operational before October 1, 2015.	Proposal includes a Project Schedule showing the Facility will be operational before October 1, 2015, with such schedule supported with clearly identified key milestones and critical path items.
6. Business Proposal (15%) 6.1 Proposer's Organization	Proposer has provided a description of project organization, but roles of all Participating Firms are not fully established.	Proposer has provided a description of project organization, with roles of all Participating Firms clearly established.	In addition to meeting the Advantageous Criterion, Proposer's project organization and corresponding description demonstrate a superior determination of defined roles and relationships.
6.2 Conformance to Business and Contractual Terms	Proposer takes exception to key terms and conditions as set forth in the RFP that shifts substantial risk to the Public Participants.	Proposal conforms to key terms and conditions as set forth in the RFP. Exceptions to non-key terms and conditions are not significant and/or do not affect pricing or service quality or impose significant risk on the Public Participants. Proposal provides satisfactory discussion of reasons for exceptions.	Proposal fully conforms to all terms and conditions in the RFP; no exceptions taken.

Table 7-3 (continued)

CRITERIA	NOT ADVANTAGEOUS	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
6.3 Strength of Financial Security	Proposes project security measures including required bonds, insurance, and corporate guarantee, but caps liability to full construction cost and one year of O&M cost.	Proposes corporate guarantee(s), RFP-required bonds and insurance, and, while proposing a financial limit or cap on the guarantor's(s') liabilities, will be adequate to cover full construction costs and greater than one year of O&M costs.	Proposes corporate guarantee(s) in addition to RFP-required bonds and insurance. Does not place any financial limit or cap on the value of the guarantee or on the guarantor's liability.
6.4 Financing Plan	Financing Plan does not demonstrate strong understanding of key financing issues or present a detailed approach for obtaining financing.	Financing Plan demonstrates a strong understanding of key financing issues and presents a comprehensive and well thought out approach for obtaining financing, including principal terms and conditions of financing, equity and debt positions.	In addition to meeting the Advantageous Criterion, Financing Plan includes appropriate levels of financing commitments from appropriately experienced investors and bankers/lenders.
6.5 Use of local labor, goods and services	Meets requirements of RFP.	Exceeds requirements of RFP.	Significantly exceeds requirements of RFP.
6.6 Staffing Plan; Utilization of Displaced County Landfill Staff	Proposal does not include a meaningful plan for utilization of displaced County Landfill staff.	Proposal demonstrates an intent to utilize displaced County Landfill staff, with a comprehensive description of how this will be achieved.	Proposal includes a commitment to utilize displaced County Landfill staff, with a comprehensive description of how this will be achieved.

8.0 PROPOSAL REQUIREMENTS

8.1 RFI Response as Applicable

The Public Participants will receive Proposals from only those companies that have been short-listed by the Public Participants. Eight companies have already been short-listed and are eligible to submit a Proposal under this RFP (see Section 1, Table 1-2). These eight companies were short-listed based on review of responses submitted to the County applicable to a Request for Information (RFI) issued in February 2008. The February 2008 RFI is included in Appendix K of this RFP.

Companies that are not currently short-listed (i.e., those that are not identified in Section 1, Table 1-2), may submit a response to the RFI that is provided in Appendix K on or before November 19, 2009, together with a non-refundable payment of $4,200. Such payment shall be in the form of a check payable to the County of Santa Barbara, and will be used by the Public Participants to review the RFI response and determine whether the company meets the minimum screening criteria of the RFI.

Any company choosing to submit an RFI response shall submit such response to the County of Santa Barbara and Alternative Resources, Inc., as specified in the RFI. The payment of $4,200 shall be submitted to the County. Both the RFI response and the payment shall be received by November 19, 2009. Responses will be reviewed following the procedures and using the criteria outlined in the RFI, with the exception that Criterion #8 of the RFI shall be modified to read as follows:

> "8. Any considered CT must have been demonstrated at a minimum of one facility of similar size or with a minimum unit size of 50 tons per day (tpd), and shall have been in operation for at least six months (as of October 19, 2009) processing MSW or similar feedstock. Demonstration facilities that have operated intermittently, but processed at least 1,000 tons of MSW or similar feedstock over a one-year period, will be considered to meet this criterion."

Any company not currently short-listed that submits an RFI response and payment, and that is determined by the Public Participants to meet all of the RFI minimum screening criteria, will be added to the short-list and will be eligible to submit a Proposal under this RFP. The final short-list will be established by December 21, 2009.

Proposers are reminded that the requirements of the RFP are more specific than those of the RFI, and RFP requirements shall be adhered to for submittal of Proposals by short-listed companies.

The eight companies identified in Section 1.1 (Table 1-2) that are already short-listed are not required to submit an RFI response and are not required to submit the payment of $4,200.

8.2 Proposal Submission

A Proposal submitted in response to this RFP must conform with and satisfy the submission requirements described in Section 8 of this RFP.

8.2.1 Proposal Deadline and Submission Address

All Proposals, including all attachments, must be received by the Public Participants, as described in this Section, in a sealed package no later than 4:00 p.m. (local time) on April 21, 2010 (Proposal Submission Due Date). All Proposals submitted after the Proposal Submission Due Date will be marked "Received Late" and will be returned unopened to the Proposer along with an explanation of the reason for rejection.

Each Proposal shall be comprised of a Non-Cost Proposal (Volumes I-IV, as described herein) and a Price Proposal (Volume V, as described herein). The Price Proposal shall be submitted with the Non-Cost Proposal, but shall be enclosed in a separate, sealed, opaque envelope or package and shall be clearly labeled "Price Proposal". Cost information shall be presented only in the Price Proposal, and shall not be included in the other volumes that comprise the Non-Cost Proposal.

The original Proposal (clearly marked as the original and containing the original signature forms and other original documents) and seven (7) copies of the Proposal shall be sent to the County at the following address:

County of Santa Barbara Public Works Dept.
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101
Attention: Carlyle Johnston, Project Leader

In addition, four (4) copies of the Proposal shall be sent to:

Alternative Resources, Inc.
1732 Main Street
Concord, MA 01742
Attention: Susan Higgins, Project Manager

8.2.2 Proposers Must Submit Base Case Proposal

Proposers are required to submit a Base Case Proposal, as further described in this RFP. **Proposers who do not provide a Base Case Proposal will not have an Alternative Proposal submittal considered.**

Alternative Proposals will be accepted by the Public Participants for the following:

- a larger Facility size, to receive and process Acceptable Waste above the aggregate Maximum Annual Delivery Threshold, if (i) related Site and

environmental issues can be successfully addressed, (ii) such supplemental waste results in no or limited Bypassed Waste and no Unacceptable Waste being deposited in the Tajiguas Landfill and limits the amount of additional Residue that would be deposited in the Tajiguas Landfill, and (iii) such waste is not generated from out-of-County sources;

- a term of the operating contract extending beyond 20 years, provided that term does not exceed 30 years; and
- more than one proposal for sharing of energy and materials revenues.

The Public Participants will consider Alternative Proposals only for those cases identified in this RFP or by Addenda to this RFP. Prior to the deadline for submitting written questions, a Proposer may request approval from the Public Participants to submit Alternative Proposals (such as for additional waste types and sources of waste) based on technical or business options not listed in this RFP or Addenda. Such requests must be made in writing to the designated Contact Person. If the Public Participants agree to consider additional Alternative Proposals, all Proposers will be informed by an Addendum to this RFP.

Alternative Proposals, if provided, shall be presented in separately bound volumes from and in the same format as the Base Case Proposal set forth below and in sufficient detail to allow the Public Participants to make a thorough evaluation of the merits of such Alternative Proposals. Alternative Proposals need only include those volumes that are impacted by the alternative aspects of the Proposal. Proposers may refer to the Base Case Proposal volumes for information that does not change.

8.2.3 Number of Copies, Format and Electronic Version

The Proposer shall submit twelve (12) copies of the Proposal as specified in Section 8.2.1. One (1) copy shall be bound and clearly marked as the original and contain the original signature forms and other original documents. The remaining eleven (11) copies can be reproductions. Proposers shall number each set of documents in sequential order on the upper right corner of each cover. The Proposer shall also submit twelve (12) CDs, one with the Executive Summary of each printed copy of the Proposal, providing an electronic version of such Proposal.

The Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2 inch by 11 inch paper, except for figures or maps at such a scale to require preparation at a larger size in order to be legible. Oversize maps and figures greater than 11 inches by 17 inches shall be organized in Appendices whenever possible. Each volume and all related information shall be bound as a single document (loose-leaf binders are acceptable), unless that is impractical, in which case an appendix document accompanying the volume may be submitted.

The responses shall be clear, concise, factual, and complete with a minimum of extraneous material and the information provided shall reference, to the extent practicable, the section of the RFP being addressed.

The Proposal volumes shall be indexed and sectioned and shall be prefaced with a table of contents. To the extent possible, cross-referencing to other Proposal volumes should be avoided.

The Proposer should thoroughly review Section 6 and the evaluation criteria in Section 7 to ensure that the Proposal addresses each of the requirements and evaluation criteria.

The delivery of the Proposal by the Proposal Submission Due Date (and time) is solely and strictly the responsibility of the Proposer. The Public Participants shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for delays caused by any other occurrence.

8.3 Transmittal Letter, Proposal Security

8.3.1 Proposal Transmittal Letter and Signature Requirements

Together with each Proposal, the County must receive one fully executed Proposal Transmittal Letter (Proposal Form 1) from the Proposer acknowledging, among other things, that the Proposer has completely reviewed and understands and agrees to be bound by the requirements of this RFP. The Proposal Transmittal Letter commits the Proposer, if selected, to carry out the provisions of the Proposal and shall further state that: (a) all information submitted in support of the Proposal is accurate and factual; (b) all representations made regarding the Proposer's willingness to meet the required Performance Guarantees, and the Proposer's concurrence with the proposed business arrangement and terms and conditions of contract, are true; (c) the Proposal is provided fairly, without collusion or fraud; and (d) the Proposer will, if chosen as the Contractor, perform the Scope of Services set forth in the Proposal. Finally, the Proposal Transmittal Letter must designate a contact person for all communications to and from the Public Participants with respect to this procurement. The Proposal Transmittal Letter must also designate the individuals who will be the Proposer's key technical and business negotiators and who shall be available to respond, in a timely fashion, to inquiries submitted by the Public Participants, its designated Contact Person, or its consultants.

The Proposal Transmittal Letter must be signed by an officer of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal (the "Designated Signatory"). The Certificate of Authorization (Proposal Form 2) attesting to such authorization must also be submitted with the Proposal. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, the authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Proposal as agent must file with it legal evidence of his or her authority to execute such Proposal. All forms which require the signature of the Proposer shall be signed by the Designated Signatory.

8.3.2 Proposal Bond or Alternative Security

A Proposal Bond or Alternative Proposal security shall accompany the Proposal Transmittal Letter.

The Proposer must provide a Proposal Bond, in the amount of $100,000 payable to the County, upon submittal of its Proposal, or shall provide one of the following forms of alternative security:

1) a certified bank check payable to the County in the amount of $100,000;
2) a direct-pay irrevocable letter of credit with a bank chartered to do business in California; or
3) a certificate of deposit with the County as a beneficiary in the amount of $100,000 with a bank licensed to do business in California.

. A Proposer who withdraws its Proposal, except as allowed by this RFP, and a Preferred Proposer who fails to negotiate a Contract in good faith shall forfeit its Proposal Bond or alternative security to the County. If the Preferred Proposer fails to do so, the Surety will pay to the County, as liquidated damages, the full amount of the Proposal Bond, or for alternative securities, the County shall have rights to the applicable securities.

The Proposal Bond or alternative security must be valid for a period of at least 365 days from the Proposal Submission Due Date. If the Contract has not been executed prior to that time, the Public Participants may require the renewal of the Proposal Bond or retain the alternative security for an additional 180 days. No Proposal shall be considered unless accompanied by the required Proposal Bond or alternative security. The form of the Proposal Bond which must be submitted is included in Proposal Form 3 of this RFP.

The surety which issues the Proposal Bond must be properly licensed to do business in the State of California. Alternative security measures should be from a bank chartered under the laws of the United States and authorized to conduct business in the State of California.

Additional security beyond the Proposal Bond or alternative security requirements specified herein may be required from the Preferred Proposer if the Public Participants elect to negotiate a contract with the Preferred Proposer based on an Alternative Proposal.

8.4 General Format, Organization and Content of Proposal

In general, each Proposal shall contain all information which may be of importance to the Evaluation Committee in selecting a Preferred Proposer. The information submitted shall include all information specifically requested by this RFP, and any information not specifically requested by this RFP, including favorable and/or unfavorable information, which may have a reasonable bearing on the Evaluation Committee's selection.

Proposals submitted in response to this RFP shall consist of the following volumes with the following section headings.

Volume I: Executive Summary

1. Table of Contents
2. Introduction and Overview
3. Summary of Technical Qualifications Proposal
4. Summary of Technical Approach Proposal
5. Summary of Business Proposal
6. Summary of Key Information in Proposal Forms
7. Confirmation of Compliance with Minimum Evaluation Criteria
8. Proposal Forms 1, 1A, 2 and 3
9. CD providing an electronic copy of the Proposal

Volume II: Technical Qualifications Proposal

1. Table of Contents
2. Experience of Proposer in Permitting, Financing, Design, Construction and Operation of Similar Solid Waste Management Facilities
3. Regulatory and Permitting Experience
4. Regulatory Compliance
5. Product Sales Experience
6. Record of Contract Performance
7. Labor Relations
8. Safety Record
9. References and Reference Project Descriptions
10. Additional Qualifications Information
11. Proposal Forms 4, 5, 6, 7, 8 and 9

Volume III: Technical Approach Proposal

1. Table of Contents
2. Project Management and Staffing Plan
3. Record of Performance and Reliability of Technology Proposed
4. Permitting Plan
5. Design, Construction and Start-up Plan
6. Operations and Maintenance Plan
7. Product Marketing Plan
8. Community Relations Plan
9. Proposed Project Schedule
10. Additional Technical Information
11. Proposal Form 10

Volume IV: Business Proposal

1. Table of Contents
2. Proposer's Organization
3. Business and Contractual Terms and Risk Assumed by Proposer
4. Limits on Guarantor Liability, if any
5. Financial Resources and Strength of Proposer/Guarantor
6. Experience as Guarantor
7. Financing Plan
8. Additional Business Information – Use of Local Labor, Goods and Services
9. Proposal Form 11

Volume V: Price Proposal

1. Price and Pricing Proposal Forms 1-6, as well as related cost information, as applicable.

8.5 Volume I: Executive Summary

The Executive Summary must be presented as a separate document. It shall summarize, in clear and concise language, the information contained in the Technical Qualifications, Technical Approach, and Business Proposals and shall include an Introduction and Overview section. Proposal Forms 1, 1A, 2 and 3 shall be included with the Executive Summary. In addition, the Executive Summary shall contain a CD providing an electronic copy of the Proposal.

The Executive Summary shall also summarize the information contained in the Proposal Forms. This shall include, for each Participating Firm, the form of business organization, ownership and firm description; proposed role in the transaction; and information as to criminal conviction, debarment from entering into contracts, regulatory violations, bankruptcies, lawsuits and contract disputes.

The Executive Summary shall identify any Alternative Proposals and briefly summarize the benefits of such alternatives (excluding price).

The Executive Summary shall include confirmation by the Proposer of its compliance with each of the Minimum Evaluation Criteria (see Section 7.2, Tables 7-1 and 7-2).

The Executive Summary should be drafted so that it may be easily understood by persons not having a technical background. The Executive Summary shall be no longer than necessary to convey a meaningful summary of the Proposal. It is suggested that the Executive Summary be limited to approximately 25 pages of text, plus any renderings, tables, drawings and graphs, and Proposal Forms.

8.6 Volume II: Technical Qualifications Proposal

A Proposal submitted in response to this RFP must contain a Technical Qualifications Proposal that fully conforms with and satisfies the format and content requirements of this RFP, and sets forth the Proposer's qualifications, experience and capability to perform the Scope of Services. The Technical Qualifications Proposal shall contain only information pertaining to the Proposer's past performance unrelated to this project. The Proposer's technical approach to this project shall be presented in Volume III (Technical Approach Proposal).

A Proposer is requested to include in its Technical Qualifications Proposal all information necessary to permit the Public Participants to make an informed evaluation under each appropriate criterion, stated in Section 7 and Table 7-3. The Proposer shall provide the information necessary for the Public Participants to determine the experience, capabilities, and resources of the Proposer and all Participating Firms.

Failure to provide any of the requested information that is available to the Proposer may be grounds for disqualification. If the requested information does not exist or cannot be provided, the Proposer shall state so with an explanation as to why such information has not been provided.

By submission of its Proposal, the Proposer grants the Public Participants and their representatives the right to contact and visit any of the named projects, as well as any projects not named, for the purpose of evaluating the Proposer's performance or for validation of information provided in the Proposer's Proposal. This includes contacting any person who is or was associated with each project.

8.6.1 Experience of Proposer in Permitting, Financing, Design, Construction and Operation of Similar Solid Waste Facilities

The Proposer shall provide a list of representative projects for which it has provided permitting, financing, design, construction and operational services in the past 10 years. The list shall include the name, location, address, size, and commencement date of each facility. The nature of the services provided and the name, address, phone number and email address of a contact person representing the service recipient shall be provided. Information to be provided in Section 8.6.8 further describes Reference Projects.

The Proposer shall also highlight where its team of companies has worked together before on similar contracts, particularly those with a design, construction and operating contract.

Information should also be provided regarding the depth of resources available to support permitting, financing, design, construction and operating contracts, and product marketing.

The Proposer shall describe the nature and depth of corporate professional resources and those available at other facilities which it operates which will be

available to it and provide support as needed in performing the Contract. The description shall include a discussion of the accessibility of such resources, including whether the resources are under common and affiliated management or are available by contract, license or other means. The Proposer shall also describe the nature of the Proposer's historical and planned long-term commitment to solid waste management.

8.6.2 Regulatory, Permitting Experience

The Proposer shall describe its experience and effectiveness in dealing with governmental agencies regulating solid waste facilities. This description should highlight experience working with environmental regulatory agencies, including the USEPA, Region 9, and local and State agencies. Experience in permitting similar solid waste facilities should be highlighted, particularly that within California.

8.6.3 Regulatory Compliance

The Proposer shall describe its experience and record of compliance with permits, licenses, approvals, consent decrees or agreements, and other regulatory actions applicable to solid waste facilities. The Proposer shall identify any major incidents of noncompliance within the past three (3) years, and shall include a description of the speed and efficacy of corrective actions taken for such incidents, the present status of compliance, and whether regulatory agency sanctions were imposed. This description should highlight such records with USEPA, including Region 9, and State and local agencies. For Proposal purposes, a major incident of noncompliance is defined as one that resulted in a court order, a regulatory consent order, fines totaling over $5,000 in any calendar year, or noncompliance instances that persisted for more than one year without full resolution.

8.6.4 Product Sales Experience

The Proposer shall describe its experience in negotiating agreements for and selling marketable products, to include electricity, fuel, compost, aggregate and other products, as applicable.

8.6.5 Record of Contract Performance

The Proposer shall identify any cases where the Proposer or any Participating Firm failed to complete any work which it was contracted to perform or had a contract terminated by a government agency due to the quality of its work. If this has occurred, indicate when, where, and the reasons for such termination. If the Proposer or any other Participating Firm has paid any liquidated damages, fines or penalties in connection with the design, construction or contract operation of any solid waste facility, the Proposer shall indicate when, where, and under what circumstances such payment was made.

8.6.6 Labor Relations

The Proposer shall describe its experience with and approach to labor relations. A clear mission statement with examples of human resource and training programs to reduce the potential for turnover and grievances shall be included. The Proposer shall identify the turnover rate and number of grievances per year, as well as the speed and efficacy of resolution of such grievances, for each Reference Project.

8.6.7 Safety Record

The Proposer shall discuss its 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, all within the past three (3) years.

8.6.8 References and Reference Project Descriptions

The Proposer shall describe relevant solid waste facilities, including CT facilities similar to that proposed, not exceeding ten in number, that the Proposer has been involved with as a service provider (the "Reference Projects"). A brief description of each Reference Project shall be provided, including a description of the Proposer's specific involvement with these projects. For each of the Reference Projects identified, provide the following information, as applicable:

- the name and location;
- the owner and operator of the facility;
- a description of the services performed;
- relevance of the Reference Project to the Scope of Services;
- description of facilities and processes, including design concept, size and capacity of the facilities, types of waste processed, recyclables recovered and products of conversion;
- history of construction, including number of months for design, construction, facility acceptance;
- history of operations, including start-up date and years of service as well as quantity and types of waste processed;
- history of permitting and regulatory compliance;
- safety record;
- a record of contract performance;
- a description of the record of labor relations;
- if the Proposer is or was a single-source guarantor of the contract or if other arrangements were made to provide the project guarantees;

- a description of experience with providing operation and maintenance services;
- a description of experience with odor and noise control;
- a description of experience with recovery and marketing of products;
- a description of experience providing repair and replacement services, including major repair and replacement services;
- a description of any services provided for design and construction of capital modifications;
- the cost of designing and constructing the facility, the size of the financing and method of financing;
- operating and maintenance costs;
- contract value;
- name of the division or legally affiliated company which is responsible for the project if different from the Proposer;
- a summary of significant accomplishments (e.g., cost savings results, actions taken to ensure environmental compliance, neighborhood programs to enhance facility acceptance and reduce odor, noise or other complaints, private financing);
- the names, titles, telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the community or agency served for each facility identified;
- the names, titles, telephone, fax numbers and e-mail addresses of key managerial-level contact persons of the Proposer for each facility identified; and
- the names, titles, telephone, fax numbers and e-mail addresses of key environmental regulatory agency staff contact persons for each facility identified.

8.6.9 Additional Qualifications Information

Provide any additional qualifications information that would further help the Public Participants fully evaluate Proposer Qualifications.

8.6.10 Proposal Forms

Complete and provide Proposal Forms 4, 5, 6, 7, 8 and 9.

8.7 Volume III: Technical Approach Proposal

A Proposal submitted in response to this RFP must contain a Technical Approach Proposal that fully conforms with and satisfies the format and content requirements described herein, and sets forth the Proposer's technical approach to performing the Scope of Services for this project. Experience that the Participating Firms and key staff have with U.S. and overseas projects should be identified. Any experience in California should be noted.

In evaluating the Technical Approach Proposal, the Evaluation Committee will apply the appropriate Evaluation Criteria set forth in Section 7 and Table 7-3. Accordingly, the Proposer is requested to include in its Technical Approach Proposal all information necessary to permit the Evaluation Committee to make an informed evaluation under each appropriate evaluation criteria. The Proposer shall provide the information necessary for the Evaluation Committee to determine the technical merit of the Proposer's Technical Approach Proposal.

8.7.1 Project Management and Staffing Plan

The Proposer shall provide a Project Management Plan which presents the Proposer's project organization, identifying all Participating Firms and their role and responsibilities. Also, key management staff should be identified by name and full resumes provided. The Proposer should clearly state the amount of time that each key staff person will be assigned to the project.

8.7.2 Record of Performance and Reliability of Technology Proposed

The Proposer shall describe where the proposed technology for the Facility has been used to process municipal solid waste, the size of the facility (tons per day), the number of units at the facility, the number of years the facility has been in commercial operation, its record of performance (including annual availability, ability to meet performance guarantees and environmental permit limits, its maintenance record and need for repairs or equipment replacement) and its acceptability in the host community, particularly in regard to traffic, noise and odor issues.

8.7.3 Permitting Plan

The Proposer shall prepare a Permitting Plan identifying Federal, State and local permits and approvals needed to construct and operate the proposed Facility, the permitting authority, the time required for permitting, and key issues that would need to be addressed and the approach that will be taken to do so.

8.7.4 Design, Construction and Start-Up Plan

The Proposer shall submit a Proposed Design, Construction and Start-up Plan that will contain adequate information, data, specifications, equipment descriptions and design drawings to clearly and completely demonstrate that the Facility will, at a minimum, achieve all of the required Performance Guarantees. This plan must describe, in detail, the proposed technical concept for the Facility, including a

description of how the Facility will work from receipt of waste to processing of waste through the Facility and production of products.

In order to facilitate the review of the design portion of the Facility, the Proposer is required to explain, in detail, its design concepts for the Facility. Any additional information that will assist the Public Participants in understanding the Proposer's approach should be included. In addition, Proposers shall outline their proposed approach to preparing detailed design plans and specifications, construction, start-up and acceptance testing. Measures that will be taken by the Contractor to assure quality control during design and construction should be discussed as should the Contractor's plan to interact with the Public Participants, the County, and its engineers during the design and construction phases of the project. This includes a plan for and discussion of proposed project documentation and reports to the Public Participants.

In addition to the above, the Proposer shall, at a minimum, provide:

- a description of the Facility design throughput capacity (Rated Capacity) and annual availability (including, Annual Waste Throughput Guarantee);
- a description of the type of wastes to be received and processed;
- a description of the size and number of process lines (including preprocessing, conversion and post-processing);
- a description of recyclables to be recovered and marketable products to be produced;
- an architect's rendering of the proposed Facility and a description of the architectural treatment;
- a plan view, showing Site access from the roadway, scale house, scales, all buildings, outside equipment, road and traffic flow, electrical and fuel interconnections, utility connections, security fencing;
- elevation drawings – four sides;
- schematic process flow diagram and description of the process for receiving and storing waste, recovering recyclables, preprocessing of the waste for conversion, the conversion process and product production and storage;
- equipment and general arrangement drawings;
- P & ID drawings;
- assumptions made on incoming waste composition, including HHV and BMP, as applicable;
- mass, energy and water balances;
- as applicable, waste throughput and net electric generation capability HHV performance curve for a range of HHV values from at least 4,000 to 6,000 Btu/lb; provided in sufficient detail to allow interpretation of the curve to

establish discrete guarantee values across the range of HHV values specified;

- as applicable, waste throughput and net electric and/or fuel generation capability BMP performance curve for a range of BMP values from at least 1.5 to 2.7 cubic feet of methane per pound of MSW;
- as applicable, a description of the proposed method to make a determination of HHV and/or BMP on an annual basis;
- a description of the storage requirements on-site for products;
- a description of interconnection requirements for sale of electricity, natural gas or other products;
- a description of the post-conversion process on-site to manufacture or clean products, including gas, fuels, compost, aggregate, etc.;
- a description of noise mitigation, odor control and air pollution control measures;
- a description of means to minimize consumptive water use and process wastewater discharge;
- a description of design features to qualify for LEED certification;
- a description of proposed Performance Guarantees; and
- a description of Acceptance Tests that will be performed to demonstrate compliance with Acceptable Standards.

8.7.5 Operation and Maintenance Plan

Each Proposer shall submit, as part of its Technical Approach Proposal, each of the following technical plans and narratives to demonstrate its ability to provide the Scope of Services. All of the items presented in Section 4, Scope of Services, and Appendix F shall be addressed.

8.7.5.1 Operation and Maintenance

Prepare an Operation and Maintenance Plan to outline the Proposer's overall approach to performing the operation and maintenance responsibilities, as set forth in this RFP. The outline should include the management philosophy of the Proposer and any management procedures or policies that will be followed:

- Explain the Proposer's approach to and the instrumentation that will be used for inspecting waste at delivery and for diverting, separating and properly handling and disposing of Unacceptable Waste, as specifically required by State and local regulations.
- Explain the Proposer's technical approach to performing such operation and maintenance responsibilities, including training and inspection procedures,

monitoring measures and preventative, corrective and predictive maintenance programs.

- Describe the frequency of sampling and the laboratory procedures to be undertaken by the Proposer, including compliance sampling and analysis in order to ensure compliance with permits and the Performance Guarantees.
- Describe, generally, the manner by which the Proposer will produce all reports required in the Contract.
- Describe the procedures for monthly and annual reviews with the Public Participants of operations, reports, ongoing cost information, and key upcoming projects and operations, which may impact any Scope of Services.
- Describe proposed Preventative, Predictive and Corrective Maintenance activities, including related record-keeping activities.
- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operation and maintenance of the Facility. Describe the frequency of calibration of weigh scales and the procedures to be used in the event scales are found to be out of calibration.
- Identify and describe the Proposer's planned computerized management system, including the maintenance system and the operating system and the tie in to continuous, real time monitoring of process and environmental performance data.
- Provide estimates for the expected annual usage of electricity, chemicals, fuel, water and other consumables required for operation of the Facility.
- Describe how the Proposer will maintain the Facility in a neat, clean, and litter-free manner at all times, ensuring the operation of these assets does not create impermissible odor, litter, noise, fugitive dust, vector or other adverse environmental effects.
- Describe how the Proposer will manage emergencies that may arise at the Facility and interact with the County, other Public Participants, and the applicable fire, police, and emergency management personnel during such emergency.
- Briefly describe the Proposer's general safety program, including staff training, preventative maintenance, and safety procedures for OSHA compliance program requirements. Essential elements of such program shall include regularly scheduled safety training sessions for all personnel, standard operating procedures for chemical storage and handling, confined space entry and emergency response, lockout/tagout, right-to-know, and the care and use of proper safety equipment.
- Provide a complete staffing plan, identifying job title, function and number of personnel. Describe how the Proposer will utilize displaced County Landfill staff, in any, as part of the staffing plan. Provide examples and describe how the Proposer has previously developed projects that have integrated displaced public employees into a newly developed project.

8.7.5.2 Repair and Replacement

- Outline the Proposer's approach to performing repair and replacement, including major repair and replacement for the Facility.
- Discuss what quality assurance and quality control procedures will be used to monitor any and all aspects of the repair and replacement, including major repair and replacement, of the Facility.
- Provide a specific, itemized list of all major maintenance, repair and replacement activities that the Proposer plans to perform throughout the life of the Contract for the Facility, and state the dollar amount budgeted and the implementation schedule for each item, activity and piece of equipment. Note that this list, as negotiated, will be incorporated into the Contract so as to assure that proper maintenance, repair and replacement is performed, and that the Public Participants are not left with depleted assets requiring a major overhaul when the Contract expires.

8.7.5.3 Residuals Management

- Describe how Residuals will be handled (Residuals Management Plan).
- Describe how Residuals will be tested.

8.7.5.4 Odor Control

- Describe the odor control measures proposed by the Proposer (Odor Control Plan) to prevent odors beyond the odor control boundary. Describe guarantees for odor control (Odor Guarantee) to be made by the Contractor and the Guarantor and penalties to be paid for nonperformance (to be incorporated in the Environmental Performance Guarantee).
- Identify other facilities operated by the Proposer using methods and technologies similar to the proposed Odor Guarantee, as well as their performance record and overall effectiveness in odor reduction.

8.7.5.5 Noise Control

- Describe noise control measures proposed (Noise Control Plan) to prevent off-site noise complaints. Describe guarantees for noise control (Noise Guarantee) to be made by the Contractor and the Guarantor and penalties to be paid for nonperformance (to be incorporated in the Environmental Performance Guarantee).
- Identify other facilities operated by the Proposer using similar methods and technologies similar to the proposed Noise Guarantee, as well as their performance record and overall effectiveness in noise reduction.

8.7.6 Product Marketing Plan

Describe the recyclables to be recovered and the marketable products to be produced (including fuels), quantities and characteristics of such recyclables and products, regulatory, environmental and market hurdles for sale of products, potential markets – the terms, current pricing and future viability and pricing, and contingency plans if products cannot be marketed. Provide copies of any letters of intent to purchase products.

8.7.7 Community Relations Plan

Describe how the Proposer will develop and maintain professional, responsible, and responsive working relationships with its neighbors, service recipients, the general public, the media, the Public Participants, municipal and other government representatives, public sector advisors or consultants, regulatory agencies, and other entities that have relationships with the Public Participants.

Include an outline of the approach and specific tasks to be implemented to ensure that good relations are developed and maintained with such customers, departments, representatives, advisors, consultants, or agencies such as: (1) periodic communications and meetings with the Public Participants and/or their advisory board, regulatory agencies, and the public; (2) monthly progress reports to the Public Participants; (3) access to information and site tours for interested public groups; (4) other public outreach activities such as public education on recycling and proper solid waste management; (5) participation in community affairs, as a community member; and (6) how nuisance complaints, such as noise and odor, or other Facility performance issues will be resolved with the community.

Describe how the Proposer will assist the Public Participants with their public information programs, including, but not limited to, the activities specified in Appendix F.

8.7.8 Proposed Project Schedule

The Proposer shall provide a detailed project schedule from receipt of Notice to Proceed to the Acceptance Date for commercial facility operation. Key milestones should be shown on the schedule and critical path items should be identified.

8.7.9 Additional Technical Information

Provide any additional technical information that will assist the Public Participants more fully understand the technical approach.

8.7.10 Proposal Forms

Complete and provide Proposal Form 10.

8.8 Volume IV: Business Proposal

A Proposal submitted in response to this RFP must contain a Business Proposal that fully conforms with and satisfies the format and content requirements described herein, and sets forth the Proposer's business terms and price to perform the Services. In evaluating the Business Proposal, the Evaluation Committee will apply the evaluation criteria set forth in Section 7, Table 7-3. Accordingly, Proposers are requested to include in their Business Proposal all information necessary to permit the Evaluation Committee to make an informed evaluation under each evaluation criterion. The Proposer shall provide the information necessary for the Evaluation Committee to determine the business merit of the Proposer's Business Proposal.

8.8.1 Proposer's Organization

Describe the Proposer's project organization, identifying the Proposer, the Guarantor and all Participating Firms. Describe the roles of each party, to include project development, permitting, financing, design, construction, operations, product marketing and public outreach.

The Proposer should describe whether it is a corporation, joint venture, L.L.C., special purpose corporation, or some other entity. The Proposer should identify the Guarantor, if it is a party other than the Proposer. The Proposer should also describe, as appropriate, the relationship of the Proposer to its parent company and the Guarantor. The Proposer should identify if the parent company will also provide the Guarantee, or provide a Guarantee in addition to the Guarantee provided by the Proposer.

8.8.2 Conformance to Business and Contractual Terms and Risk Assumed by Proposer

The Proposer shall indicate its willingness to enter into the Contract which will be developed based upon the terms and conditions described in Section 5. The Proposer shall indicate its willingness to accept the terms and conditions as stated, or indicate specific provisions to which it takes exception and offer alternative contract language which it would accept in the form of a markup.

The Proposer shall provide a markup of or comment memorandum as to the Contract Principles (Section 5 of RFP). Proposers shall clearly indicate their acceptance or requested modification of each provision of the Contract Principles. To the extent that any Proposer wishes to add to or modify any such provision, the specific text of the proposed addition or requested modification should either be clearly marked on the document or appended to the document in clearly typed riders. Proposers should provide justification for taking exceptions. Any matter of significance to Proposers that is not addressed by the Contract Principles should be raised clearly and separately in the Business Proposal. The Proposer's response to the Contract Principles will be used in evaluating the advantageousness of the Proposal in the Business Proposal evaluation.

In discussing exceptions taken to the Contract Principles, the Proposer shall describe the degree of risk which it is willing to assume and that which it believes the Public Participants are better able to assume and to what benefit.

8.8.3 Limits on Guarantor Liability, if Any

The Proposer will submit a Guarantor Acknowledgment signed by an officer of its parent or third party Guarantor, if applicable, in the form of Proposal Form 4. The Guarantor will be required to sign a Guaranty Agreement with the County and the other Public Participants in which it will guarantee all of the financial and performance obligations of the Contractor under the Contract. The Proposer shall clearly state the financial limit, if any, of its Guarantor's liability under the Guarantee Agreement.

The Proposer shall provide a markup of or comment memorandum as to the Form of Guarantee (see Appendix J). The Proposer's response will be used in evaluating the advantageousness of the Proposal in the Business Proposal Evaluation.

8.8.4 Financial Resources and Strength of Proposer/Guarantor

For the Proposer, the Guarantor, and Participating Firms, the Proposal shall include completed Proposal Form 11 – Financial Resources Data. In addition, the Proposer, the Guarantor, and all other key Participating Firms shall provide the financial information referenced below. If the Proposer, Guarantor or Participating Firm is not a public company, it will provide independently audited financial statements and may request that the information be treated confidentially by the Public Participants. If the Proposer, Guarantor or Participating Firm has been in existence less than the specified number of years on Proposal Form 11 – Financial Resources Data, the information shall be provided for the period of its existence.

1. Evidence of the ability of the Proposer(s) (i.e., letter from surety licensed to conduct business in California) to provide the required performance bond in an amount equal to the estimated cost for Facility construction, and an operations bond in the amount of the estimated annual cost of the Facility operation and maintenance, and Facility removal and Site restoration;

2. Annual audited financial statements (annual report) for the most recent fiscal year, prepared in accordance with Generally Accepted Accounting Practices, and all relevant notes;

3. Description of any material adverse changes in financial position within the past three years; any material changes in the mode of conducting business; and any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past three years. In addition, provide a clear and definitive statement of whether or not

the Proposer, and any predecessor organization and Guarantor has declared bankruptcy within the last three years;

4. Description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Proposer's financial position or ability to provide services to the Public Participants;

5. The prospectus or offering statement for any security or equity offering by the Proposer in the past three years;

6. A statement of contingent liabilities, financial commitments, contractual commitments, and/or guarantees to other projects that will affect the Proposers and the Guarantor's ability to meet its obligations to the Public Participants;

7. An enumeration of all liabilities for similar projects, and a list of equity contributions due to, but not yet disbursed to, any similar project;

8. Any additional information which the Proposer believes is appropriate to fully reflect the financial strength of the Proposer.

All information shall be provided in the English language, and all financial information shall be expressed in U.S. dollars, with identification of the currency exchange rate assumed. If the audited financial statements and other information of the Proposer, Guarantor and Participating Firms are not in the English language, then a certified English translation shall be provided (including numeric conversion of amounts into U.S. dollars).

Under a joint venture or other partnership arrangement, all of the above information shall be provided for all parties to the arrangement. The Proposer shall provide binding letters from each party in the joint venture or other partnership arrangement stating its role and its willingness to meet the requirements of this RFP and any contract that will be executed. The partners shall be jointly and severally liable to meet the Proposer's obligations.

8.8.5 Experience as Guarantor

The Proposer and Guarantor shall describe its experience in providing guarantees for projects, including any such role for each of the Reference Projects. Describe if there was a limit of the Guarantor's liability, and if so, what it was. Describe if the Guarantor has been asked to step up to perform for any such contract.

8.8.6 Financing Plan

The Proposer shall prepare a Financing Plan. The Financing Plan must include the following:

1. The Proposer must provide a general statement of approach to the Facility

financing. This general statement must provide an overview and explanation of the intent and strategy of the Financing Plan.

2. The Public Participants recognize that the Financing Plan may include both tax-exempt and taxable debt. The Proposer must clearly describe its assumptions in that regard, or provide an explanation as to type of bonding the Proposer has assumed.

3. The Proposer must explicitly state what financing representations, if any, it is making to the Public Participants relating to the Proposer's ability to acquire cap allocation for the tax-exempt series of bonds, if proposed.

4. The Proposer must clearly define the amount of equity investment it intends to make.

5. The Financing Plan must demonstrate that it includes the funding of all cash needs associated with the implementation of the Facility. Such needs may include, but are not limited to, the following:

    - Contractor Project Development Costs
    - Permitting, design, construction and acceptance testing costs;
    - Debt Service Reserve Fund, if any;
    - An Operating Reserve Fund, if any;
    - Issuance costs;
    - Credit enhancement costs, if any, and
    - Capitalized interest, if any.

    The Proposer may identify and include other funding needs.

6. The Proposer must provide a detailed description as to the structure of the bonds to be issued/debt to be incurred (e.g., term, capitalized interest, reserve funds, amortization approach, use of credit enhancement, interest rates, etc.).

7. The Proposer must provide a pro forma for the operating term of the Facility, showing the payment of debt service and the reimbursement of the equity contribution, and the projected tipping fees.

8. The Proposer shall include a letter of intent from its financial advisor or lender stating its willingness to arrange or provide financing in accordance with the Financing Plan, including a discussion of the material requirements, terms and conditions (including the commitments and obligations that would be expected of the Public Participants) associated with the ability to finance the Facility, as proposed.

8.8.7 Additional Business Information - Use of Local Labor, Goods and Services

The Proposer is to describe the use of local labor, goods and services during Facility construction, including efforts to be made to meet the City of Santa Barbara living wage requirements (see Appendix H). Efforts to utilize local labor, goods and services during operations should also be described. In addition, describe use of materials, goods, equipment, products and services originating in or manufactured in the United States.

The Proposer shall provide a detailed description of its plan for utilization of displaced County Landfill staff, as applicable, and shall clearly indicate intentions and/or commitments in this regard.

8.8.8 Proposal Forms - General

Proposal Form 11 is to be completed and provided.

8.9 Volume V: Price and Pricing Proposal Forms

The Proposer shall propose a first-year price for receiving and processing Acceptable Waste, including the Acceptable Waste Tipping Fee, the Excess Tonnage Fee, and the Shortfall Fee, by completing Pricing Proposal Form 1. The Proposer must also complete the remaining Pricing Proposal Forms (2-6), which request information on costs, revenues, and proposed revenue sharing.

Pricing must take into account payments to the County for: the Site Lease Payment; Contractor Disposal Costs for the County's acceptance from the Contractor and transport and disposal of Residuals, Bypassed Waste, and products and materials intended to be marketed but requiring disposal; annual Contract Administration Payments commencing with financing, and annual Grant Fund Payments commencing with financing. The Public Participants expect that the Proposer will include in its Business Proposal (Volume IV) any comments, exceptions or requested modifications regarding the Contract Principles, and shall assume that the Proposer's pricing in Volume V is based on the Contract Principles, as the Proposer may request to modify. Each Pricing Proposal Form (1 through 6) must be signed by the party so designated on the form.

Proposers are reminded that Volume V: Price and Pricing Proposal Forms shall be submitted with the other Proposal Volumes, but in a separate, sealed, opaque envelope or package. Price and related cost information should not be included in Volumes I, II, III or IV.

9.0 APPENDICES

Appendix A: Proposal Forms
Appendix B: Pricing Proposal Forms
Appendix C: Letters of Intent from Public Participants
Appendix D: Site Information
Appendix E: Waste Characterization Study
Appendix F: Facility Requirements
Appendix G: Anticipated Permitting Requirements and Schedule
Appendix H: City of Santa Barbara Living Wage Requirements
Appendix I: Assignment Provisions
Appendix J: Form of Guaranty Agreement
Appendix K: Request for Information (RFI) and RFI Addendum 1 (February 2008)

APPENDIX A

PROPOSAL FORMS

Proposal Form 1:	Proposal Transmittal Letter
Proposal Form 1A:	Acknowledgement of Conflicts of Interest and Lobbying Prohibition
Proposal Form 2:	Certificate of Authorization
Proposal Form 3:	Form of Proposal Bond
Proposal Form 4:	Guarantor Acknowledgement
Proposal Form 5:	Surety Letter of Intent
Proposal Form 6:	Insurance Company Letter of Intent
Proposal Form 7:	Participating Firms
Proposal Form 8:	Participating Firm Information
Proposal Form 9:	Disclosure
Proposal Form 10:	Facility Performance Guarantees
Proposal Form 11:	Financial Resources Data

PROPOSAL FORM 1

PROPOSAL TRANSMITTAL LETTER

(To be typed on Proposer's Letterhead)

County of Santa Barbara
Public Works Department
130 East Victoria Street, Suite 100
Santa Barbara, California 93101
Attn: Mr. Carlyle Johnston, Project Leader

Dear Mr. Johnston:

_____(the "Proposer") hereby submits its proposal (the "Proposal") in response to the Request Proposals to Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill, issued by the County of Santa Barbara, California together with the other Public Participants on October 19, 2009.

As a duly authorized representative of the Proposer, I hereby certify, represent and warrant as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following addenda:

No.	Date
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Proposal Form 2 is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.

3. Proposal Form 3 is a proposal bond submitted by _____ as Surety for the Proposer assuring that the Proposer will conduct good faith negotiations with the County of Santa Barbara, California and the other Public Participants based on this RFP and the Proposal.

4. The Proposer's obligations under this Contract will be guaranteed absolutely and unconditionally by _____, as evidenced by the Guarantor's acknowledgment certificate submitted as Proposal Form 4.

5. The Performance Bonds as required by this RFP as security for performance of the Contract will be provided by _____, a surety licensed to conduct business in California, as evidenced by such surety's letter of intent submitted as Proposal Form 5.

6. The insurance coverage required by this RFP will be provided or brokered by _____, as evidenced by such firm's letter of intent submitted as Proposal Form 6.

7. All firms that will be significant participants in providing services under the Proposal (the "Participating Firms") are identified in Proposal Form 7.

8. The Proposer, the Guarantor and each other Participating Firm have submitted certain information required by this RFP by completing Proposal Form 8. To the best knowledge of the Proposer, all such information is correct and complete.

9. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Public Participants will rely on such information and statements in selecting the Preferred Proposer and executing the Contract.

10. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open completion for the services contemplated by this RFP.

11. The Proposer has reviewed the requirements of this RFP regarding conflicts of interest and lobbying prohibition, as evidenced by submittal of Proposal Form 1A.

12. Neither the Proposer, the Guarantor nor any Participating Firm is currently suspended or debarred from doing business with any governmental entity.

13. The Proposer has reviewed all of the engagements and pending engagements of the Proposer and the Guarantor, and represents that no potential exists for any conflict of interest or unfair advantage.

14. No person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Guarantor.

15. The individuals who will be the Proposer's key technical and business negotiators are set forth below:

Name	Title	Address	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROPOSAL FORM 1 (CONT.)

16. The contact person who will serve as the interface between the Public Participants and the Proposer is:

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

17. The Proposer has carefully examined all documents comprising this RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by this RFP and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal, all for the prices and terms set forth in the Pricing Proposal Forms.

18. The Proposer has reviewed and understands the requirements of this RFP (including the Performance Guarantees and the Contract Principles) and all addenda thereto and, if selected as the Preferred Proposer, agrees to negotiate in good faith to enter into a Contract which reflects all substantive terms and conditions of this RFP and the Proposal.

_____
Name of Proposer

_____
Name of Designated Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 1 (CONT.)

_____
(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2010, before me appeared _____, personally known to me to be the person described in and who executed this Proposal, including the Proposal Transmittal Letter, 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 in and for the State of

_____
(seal)

_____
(Name printed)

Residing at

_____

My commission expires _____

PROPOSAL FORM 1A

ACKNOWLEDGEMENT OF CONFLICTS OF INTEREST AND LOBBYING PROHIBITION

As a duly authorized representative of the Proposer, I hereby certify, represent and warrant review of and compliance with the following requirements regarding conflicts of interest and lobbying prohibition:

The proposed conversion technology project is an important public project subject to significant political and public scrutiny. Transparency in the selection of the Contractor for this important public project is essential. In view of the potential conflicts of interest pursuant to California Government Code §1090 *et seq.*, the inherent potential for lobbying and undue influence, and the need to preserve and protect confidential and trade secret information submitted in connection with the proposals for the RFP, it is imperative that the RFP process be managed through a centrally managed communication process. Consequently, all communications from vendors and Proposers shall only be directed to the designated project point of contact or the Public Participants' designated representatives. The designated representative for purposes of all communication from vendors and Proposers shall be the Contact Person identified in Section 6.2.3.

All vendors and Proposers associated with the proposed project are expressly prohibited from engaging in any activities that might constitute a potential conflict of interest pursuant to California Government Code §1090 *et seq.*, lobbying of, and contributions to, elected or other public officials who may have a decision-making role in connection with the proposed project, exertion of undue influence toward such public officials, and in any way attempting to affect the outcome of the selection process for this important public project. Any vendor or Proposer who violates this restriction shall be disqualified from further consideration in the RFP process.

_____
Name of Proposer

_____
Name of Designated Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 2

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the 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 State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the to the Request for Proposals to Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill, issued by the County of Santa Barbara, California together with the other Public Participants on October 19, 2009, and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 2010.

(Affix Seal Here)

_____
Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.

PROPOSAL FORM 3

FORM OF PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF PROPOSER], as Principal (hereinafter the "Proposer") and [NAME OF SURETY], a [Corporation], [Partnership] duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the County, as Obligee, in the sum of One Hundred Thousand Dollars ($100,000) lawful money of the United States of America to be paid to the County, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present; and

WHEREAS, the above-named Proposer has submitted or is about to submit to the Public Participants a Proposal to provide services, all as defined and described in the Request for Proposals to Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill, issued by the County of Santa Barbara, California, together with the other Public Participants on October 19, 2009 and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Proposer is selected by the Public Participants as the most advantageous Proposer, then the Proposer will negotiate in good faith to enter into a Contract based on its Proposal and, if the Proposer's Proposal is selected as the most advantageous Proposal, the Proposer will enter into a Contract in writing and the Guarantor (as set forth in the Proposal) will enter into the Guaranty of the Contract within the time specified in this RFP, or any extension thereof agreed to in writing by the County. Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to the County, as liquidated damages, the full amount of this Bond within 30 calendar days after receipt by Proposer and Surety of written notice of such failure from the County, which notice shall be given with reasonable promptness, identifying this Bond and including a statement of the amount due. Upon execution of the Contract and delivery of the Guaranty this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for three hundred sixty five (365) days from such date of submittal (unless extended for up to an additional one hundred and eighty (180) days) or until terminated as hereinafter provided.

If the Proposal is not accepted within such 365 day time period, or any extension thereof agreed to in writing by the County, then after written notice by the County of such non-acceptance, this Bond may be terminated by the Surety or Proposer upon written notice to each other and to the County by registered mail at least 10 days prior to the termination date specified in such notice. Upon the giving of such notice, Surety shall

PROPOSAL FORM 3 (CONT.)

be discharged from all liability under this Bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of California.

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in this RFP.

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officers, agent or representative.

Signed and sealed this _____ day of _____, 2010.

SURETY [NAME OF SURETY]	PROPOSER [NAME OF PROPOSER]
_____ Name	_____ Name
_____ Name of Authorized Signatory	_____ Name of Designated Signatory
_____ Signature	_____ Signature
_____ Title	_____ Title

PROPOSAL FORM 4

GUARANTOR ACKNOWLEDGEMENT

(to be typed on Guarantor's Letterhead)

_____ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals to Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill, issued by the County of Santa Barbara, California, together with the other Public Participants on October 19, 2009.

The Guarantor has reviewed the Proposer's Proposal which will form the basis of the Contract. The Guarantor hereby certifies that it will 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 Contract, and that it will execute a separate Guaranty Agreement substantially in the form described in Appendix J.

_____
Name of Guarantor

_____
Name of Authorized Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 5

SURETY LETTER OF INTENT

(to be typed on Surety's Letterhead)

County of Santa Barbara
Public Works Department
130 East Victoria Street, Suite 100
Santa Barbara, California 93101
Attn: Mr. Carlyle Johnston, Project Leader

Dear Mr. Johnston:

_____ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals to Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill, issued by the County of Santa Barbara, California, together with the other Public Participants on October 19, 2009.

Surety hereby certifies that in the event that Proposer is awarded the Contract it intends to provide bond(s) in amounts required in this RFP for construction and for operation of the Facility. In addition, it intends to provide bonds in the amounts required in this RFP for removal of the Facility from the Site and restoration of the Site to a commercially safe and useable conditions *[Proposer may provide an alternate form of financial security for Facility removal/Site restoration; see RFP Section 5.10.6].*

_____
Name of Surety

_____
Name of Authorized Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 5 (CONT.)

In the event that individual Sureties are proposed for the separate construction and operations Performance Bonds, and for financial security for Facility removal and Site restoration, individual letters shall be provided by each such Surety.

(Authority of Surety(s) to execute bonds to be inserted here or attached hereto).

PROPOSAL FORM 6

INSURANCE COMPANY LETTER OF INTENT

(to be typed on Insurance Company's Letterhead)

County of Santa Barbara
Public Works Department
130 East Victoria Street, Suite 100
Santa Barbara, California 93101
Attn: Mr. Carlyle Johnston, Project Leader

Dear Mr. Johnston:

_____ (the "Proposer") has submitted herewith a Proposal in response to the Request for Proposals to Accept and Process Waste, Permit, Finance, Design, Build, Own and Operate a Solid Waste Management Conversion Technology Facility at the Tajiguas Landfill, issued by the County of Santa Barbara, California, together with the other Public Participants on October 19, 2009.

The Insurance Company hereby certifies that it intends to provide all required insurance set forth in this RFP in the event the Proposer is awarded the Contract.

_____
Name of Insurance Company

_____
Name of Authorized Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 7

PARTICIPATING FIRMS

All firms that will be significant participants in providing services pursuant to the Proposal (the "Participating Firms") are identified below. Such firms shall include, as applicable (1) the Proposer; (2) the Guarantor, (3) the new company, if any, to be formed for the sole purpose of executing and performing the Contract; (4) the firm that will permit the Facility, (5) the party providing financing, (6) the firm that will design the Facility; (7) the firm that will construct the Facility; (8) the firm that will operate the Facility; (9) the firm that will market products, and (10) any other significant participant.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

(8) _____

(9) _____

(10) _____

PROPOSAL FORM 7 (CONT.)

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 Designated Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 8

PARTICIPATING FIRM INFORMATION

This Proposal Form shall be completed separately for the Proposer, the Guarantor and each other Participating Firm.

1. Name in Full of Participating Firm:

   _____

   Principal Business Address:

   _____

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

   _____

   _____

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

   _____

   _____

4. State in which organized, and date of organization:

   _____

5. If a partnership, give names of partners; if a corporation, give names of officers with authority to sign in name of corporation (or identify the location in any pre-printed materials submitted with the Proposal where such officers are identified):

   NAME TITLE ADDRESS

PROPOSAL FORM 8 (CONT.)

6. All information and statements contained in the Proposal made by or concerning the Participating Firm are current, correct and complete, and are made with full knowledge that the Public Participants will rely on such information and statements in selecting the Preferred Proposer and executing the Contract.

7. The Participating Firm is committed to performing the services and undertaking the responsibilities which the Proposer has described as to be performed by the Participating Firm on Proposal Form 7.

8. To the best knowledge of the Participating Firm, the Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for services contemplated by this RFP.

9. The Participating Firm is not currently suspended or debarred from doing business with any governmental entity.

10. The Participating Firm has reviewed all of its engagements and pending engagements, and no potential exists for any conflict of interest or unfair advantage.

11. To the best knowledge of the Participating Firm, no person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer or the Guarantor.

12. The Participating Firm is authorized to do business in the State of California

13. The Participating Firm has filed all State of California and federal tax returns and paid all other taxes required by law.

    California Taxpayer Identification Number: _____

    Federal Taxpayer Identification Number: _____

14. 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 is obligations contemplated by the Proposal.

15. 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.

16. The performance of all obligations of the Participating Firm contemplated by the Proposal does not conflict with and will 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.

17. 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.

18. 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 State of California, State or Federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any State of California, State or Federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

19. [Participating Firm] acknowledges and agrees that neither the Public Participants it nor any of its affiliates, employees, agents, consultants, attorneys, representatives or contractors makes any representation or warranty as to the accuracy or reliability of any information or statements contained in this RFP, and releases and discharges the Public Participants and each such person from any and all claims which it has or may have arising out of any such information or statements.

_____
Name of Participating Firm

_____
Name of Authorized Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 9

DISCLOSURE

County of Santa Barbara
Public Works Department
130 East Victoria Street, Suite 100
Santa Barbara, California 93101

Attn: Mr. Carlyle Johnston, Project Leader

Re: Disclosure

Dear Mr. Johnston:

Neither ____[Proposer]_____ nor its officers, principals, stockholders and affiliates are debarred by the State of California, which would prevent the company from entering into a contract with the Public Participants. In addition, neither __[Proposer]__ nor its officers, principals, stockholders and affiliates are debarred by any state in the United States or its political subdivisions from entering into contracts with such government entity. Furthermore, __[Proposer]__ will not use any contractors or subcontractors who are so debarred.

_____
Name of Proposer

_____
Name of Designated Signatory

_____
Signature

_____
Title

_____
Date

PROPOSAL FORM 10

FACILITY PERFORMANCE GUARANTEES

Waste Throughput Guarantee (Rated Capacity)

The Contractor and Guarantor shall guarantee that the Facility shall be capable of processing [PROPOSER TO COMPLETE] _____ TPD of Acceptable Waste with an HHV of 4,322 Btu/lb and a BMP of 2.2 ft^3 per pound, as applicable (Rated Capacity). [PROPOSER TO COMPLETE AS APPROPRIATE FOR PROPOSED TECHNOLOGY] As applicable, this Waste Throughput Guarantee shall increase or decrease in accordance with the Waste Throughput Guarantee/HHV performance curve and/or the Waste Throughput Guarantee/BMP performance curve provided by the Proposer and as agreed to by the Public Participants .

Availability Guarantee

The Contractor and Guarantor shall guarantee that the percentage of Rated Capacity of the Facility available during any Contract Year shall be at least __% [PROPOSER TO COMPLETE AS APPROPRIATE FOR PROPOSED TECHNOLOGY, BUT SHALL BE NO LESS THAN 85%].

Annual Waste Throughput Guarantee

The Contractor and Guarantor shall guarantee that at the Availability Guarantee the Facility shall be capable of processing [PROPOSER TO COMPLETE] __tons of Acceptable Waste per year at an HHV of 4,322 Btu/lb and a BMP of 2.2 ft^3 per pound, as applicable. [PROPOSER TO COMPLETE AS APPROPRIATE FOR PROPOSED TECHNOLOGY]. As applicable, this Annual Waste Throughput Guarantee shall increase or decrease in accordance with the Waste Throughput Guarantee/HHV performance curve and/or the Waste Throughput Guarantee/BMP performance curve provided by the Proposer and as agreed to by the Public Participants.

Energy Production Guarantees
[PROPOSER TO COMPLETE AS APPROPRIATE FOR PROPOSED TECHNOLOGY]

Minimum Electric and/or Fuel Output Guarantee

The Contractor and Guarantor shall guarantee that the Facility shall deliver annually a quantity of electricity calculated by multiplying the Annual Waste Throughput Guarantee by the Net Electric Generating Guarantee.

OR:

The Contractor and Guarantor shall guarantee that the Facility shall deliver annually a quantity of fuel calculated by multiplying the Annual Waste Throughput Guarantee by the Fuel Generation Guarantee.

Net Energy Production Guarantee

The Contractor and Guarantor shall guarantee that the Facility can deliver for sale on average [PROPOSER TO COMPLETE] ___ kWh of electric power per ton of Acceptable Waste (at an HHV of 4,322 Btu/lb and/or a BMP of 2.2 ft^3 methane per pound, as applicable). [PROPOSER TO COMPLETE AS APPROPRIATE FOR PROPOSED TECHNOLOGY]) processed. This Guarantee shall increase or decrease based on the HHV and/or a BMP of the Acceptable Waste in accordance with the Net Electrical Generating Guarantee/HHV and/or BMP performance curve(s) proposed and as agreed to by the Public Participants.

OR:

The Contractor and Guarantor shall guarantee that the Facility can deliver for sale on average [PROPOSER TO SPECIFY TYPE OF FUEL, GUARANTEED AMOUNT, AND UNITS] _____ per ton of Acceptable Waste (at an HHV of 4,322 Btu/lb and/or a BMP of 2.2 ft^3 methane per pound, as applicable). [PROPOSER TO COMPLETE AS APPROPRIATE FOR PROPOSED TECHNOLOGY] processed. This Guarantee shall increase or decrease based on the HHV and/or a BMP of the Acceptable Waste in accordance with the Fuel Generation Guarantee/HHV and/or BMP performance curve(s) proposed and as agreed to by the Public Participants].

Material Recovery Guarantee

The Contractor and Guarantor shall guarantee that the material recovery system(s) at the Facility will recover for sale [PROPOSER TO COMPLETE] ___ tons of [PROPOSER TO IDENTIFY EACH MATERIAL RECOVERED] ____ per ton of Acceptable Waste processed, according to the following:

[PROPOSER-PROVIDED LISTING OF MATERIALS TO BE RECOVERED, WITH QUANTITIES PER TON PRESENTED, BOTH AS PERCENTAGES OF INCOMING WASTE AND AS TONS PER DAY]

Residue Quantity Guarantee

The Contractor and Guarantor shall guarantee that the Facility shall not produce more than [PROPOSER TO COMPLETE] ___ tons of Residue (net of recovered materials) per ton of Acceptable Waste processed. [Tons of Residue shall be as measured at the County's scale house].

Residue Quality Guarantee

As applicable for thermal technologies, the Contractor and Guarantor shall guarantee that the Facility Residue shall meet the following conditions:

- the Residue shall contain no more than [PROPOSER TO COMPLETE] ___% carbon; and
- the Residue shall contain no more than [PROPOSER TO COMPLETE] ____% putrescible matter.

Environmental Performance Guarantee

The Contractor and Guarantor shall guarantee that the Facility will be operated and maintained in compliance with Applicable Law and all Environmental Performance Requirements in Section 4 of this RFP. It shall include noise, odor and other required environmental performance requirements in its Environmental Performance Guarantee. If more stringent limits are proposed and accepted by the Public Participants, they shall form the basis for the Environmental Performance Guarantee.

Scheduled Acceptance Date Guarantee

The Contractor and Guarantor shall guarantee the successful completion and Acceptance of the Facility by the Acceptance Date [PROPOSER TO IDENTIFY PROPOSED ACCEPTANCE DATE. ACCEPTANCE DATE TO BE BASED ON SCHEDULE TO DESIGN AND CONSTRUCT THE FACILITY AS PROVIDED BY PROPOSERS AND AGREED TO BY THE PUBLIC PARTICIPANTS, BUT SHALL NOT EXCEED 30 MONTHS FROM THE DATE OF FACILITY FINANCING.]

Service Fee Prices

The Contractor and Guarantor shall guarantee the Prices as provided in Pricing Proposal Form 1.

_____
Name of Proposer

_____
Name of Authorized Signatory

_____
Signature

_____
Date

PROPOSAL FORM 11

FINANCIAL RESOURCES DATA

(To be completed for Proposer, Guarantor and Major Participating Firms*)

Name of company completing form

Name of individual completing form

Signature

1. Bond/Debt Information

Current bond ratings on two most recent senior debt issues, if applicable.

	Issue Description	Moody's Rating	S&P's Rating
Issue 1			
Issue 2			

2. Financial Indicators

Please complete the following table.

Fiscal Year End: _____

		1	2	3
		2006	2007	2008
A.	Total Revenues	$	$	$
B.	Net Income	$	$	$
C.	Total Assets	$	$	$
D.	Current Assets	$	$	$
E.	Total Liabilities	$	$	$
F.	Current Liabilities	$	$	$
G.	Equity (C-E)	$	$	$

* Major Participating Firms include those whose participation amounts for 15% or more of the Construction Cost or the Annual Operations and Maintenance Cost.

PROPOSAL FORM 11 (CONT.)

Using the information provided in the table, calculate:

A. Revenue Growth Percentages.

2007: (A2-A1)/A1 _____%
2008: (A3-A2)/A2 _____%

B. Profitability Percentages.

Return on Revenue

2006: B1/A1 _____%
2007: B2/A2 _____%
2008: B3/A3 _____%

Return on Assets

2006: B1/C1 _____%
2007: B2/C2 _____%
2008: B3/C3 _____%

C. Net Worth

2006: C1-E1 $_____
2007: C2-E2 $_____
2008: C3-E3 $_____

D. Liquidity Ratio

2005: D1/F1 _____
2006: D2/F2 _____
2007: D3/F3 _____

APPENDIX B

PRICING PROPOSAL FORMS

Pricing Proposal Form 1: First Year Prices for Service
Pricing Proposal Form 2: Estimated Facility Development Cost
Pricing Proposal Form 3: Estimated First Year Operating & Maintenance Costs
Pricing Proposal Form 4: Estimated Annual Product Revenues – First Year
Pricing Proposal Form 5: Proposed Revenue Sharing
Pricing Proposal Form 5A: Spot Market Waste Revenues and Fees
Pricing Proposal Form 6: Estimated Cost for Facility Removal and Site Restoration

PRICING PROPOSAL FORM 1

FIRST YEAR PRICES FOR SERVICES

The undersigned hereby proposes to furnish the Public Participants with solid waste management services (the "Services") in accordance with the RFP dated October 19, 2009 and the undersigned's Proposal dated _____ __, 2010, for the prices presented below.

Guaranteed Fixed Prices, expressed in April 2010 dollars*:

Fee	Proposed Price ($/ton)
Acceptable Waste Tipping Fee	$_____
Excess Tonnage Fee	$_____
Shortfall Fee	$_____

*Note: For the purposes of Proposal evaluation, the guaranteed prices proposed on this form will be adjusted by the Adjustment Factor up to the Commercial Operation Date proposed by the Proposer and agreed to by the Public Participants.

Fixed Prices Adjustment(s)

During the Term of the Contract, each Guaranteed Fixed Price presented above shall be subject to annual adjustment by the Adjustment Factor, as defined and provided for in the Contract, as well as to other adjustments as may be provided for in the Contract.

_____
Authorized Signature

_____
Company

_____
Date

PRICING PROPOSAL FORM 2

ESTIMATED FACILITY DEVELOPMENT COST

Estimated Facility Development Cost

The Estimated Facility Development Cost is as follows:

Component	Cost
Permitting	
Design	
Construction	
a) Site Improvements and Preparation	
b) Buildings	
c) Pre-Processing Equipment	
d) Processing Equipment	
e) Residue Handling Equipment	
f) Biogas/Syngas Clean-Up Equipment	
g) Power/Fuel Generating Equipment	
h) Air Pollution Control Equipment	
i) Control and Monitoring Equipment	
j) Vehicles	
k) Other	
Start-Up and Acceptance	
Other Contractor Costs (please describe)	
a) Interconnection Study[1]	$50,000 (allowance)
b) Interconnection Construction[2]	$500,000 (allowance)
c) Contract Administration Payment[3]	
d) Grant Fund Payment[4]	
e) Other	
Total Cost	

(1) Provide an allowance of $50,000 as part of Facility Development Cost for an Interconnection Study, should the Facility generate electricity for sale.

(2) Provide an allowance of $500,000 as part of the Construction Cost for interconnection to the grid, should the Facility generate electricity for sale.

(3) Contract Administration Payment for Facility Development Costs shall be $50,000 per year upon financing and until the Commercial Operation Date.

PRICING PROPOSAL FORM 2 (CONT.)

(4) Grant Fund Payment for Facility Development Costs shall be $20,000 per year upon financing and until the Commercial Operation Date, after which it shall be included in the annual O&M cost.

_____
Authorized Signature

_____
Company

_____
Date

PRICING PROPOSAL FORM 3

ESTIMATED FIRST YEAR OPERATING & MAINTENANCE COSTS

Estimated Annual O&M Cost for Facility

The following presents the Estimated Annual O&M Costs, expressed in April 2010 dollars*:

Cost Component	Annual Cost ($/Year)
Labor	$_____
Utilities	$_____
Chemicals	$_____
Laboratory & Other Contract Services	$_____
Residuals Transportation & Disposal	$_____
Insurance	$_____
Routine Equipment Maintenance & Repair	$_____
Capital Repair & Replacement	$_____
Miscellaneous and Other Costs	$_____
Annual Site Rent Payment	$7,000,000
Contract Administration Payment	$160,000
Grant Fund Payment	$ 50,000
Other Costs (please describe)	$_____
Total Guaranteed First Year O&M Cost	$_____

*Note: For the purposes of Proposal evaluation, the estimated cost proposed on this form will be adjusted by the Adjustment Factor up to the Commercial Operation Date proposed by the Proposer, as agreed to by the Public Participants.

_____
Authorized Signature

_____
Company

_____
Date

FINAL
DRAFT
9/15/09

PRICING PROPOSAL FORM 4

ESTIMATED ANNUAL PRODUCT REVENUES – FIRST YEAR

Product/Material	Annual Amounts			Unit Value or Price		Transportation Cost		Annual Revenues (Net of Transportation)
	Percent of Incoming Waste	Quantity	Units	Price per Unit	Number of Units	Transportation Cost per Unit	Number of Units	
Materials Products								
Energy Product								

_____
Authorized Signature

_____
Company

_____
Date

PRICING PROPOSAL FORM 5

PROPOSED REVENUE SHARING

Please describe any proposal for the sharing of energy and materials revenues.

- Energy revenues (excluding regulatory-driven revenues post-Proposal submission). The Contractor shall share with the Public Participants ____% of revenues earned by the Contractor for the sale of energy (electricity or liquid or gaseous fuels) produced by the Facility at any time that the per unit price for such energy exceeds 125% of the price stipulated in the Contractor's Proposal and accepted by the Participants, as adjusted annually by the Energy Adjustment Factor. For the purposes of energy revenue sharing, the term "per unit price" shall be the price actually charged and received for the energy product.

- Regulatory-Driven Revenues (post-Proposal submission). The Contractor shall share with the Public Participants 50% of all revenues received from regulatory-driven factors occurring after and not otherwise incorporated into the Proposal, including but not limited to renewable energy credits, alternative energy credits, production tax credits, greenhouse gas reduction credits and/or carbon emissions trading or other similar energy purchaser or state or federal credits or incentives.

- Materials revenues. The Contractor shall share with the Participants ____% of revenues net of transportation costs earned by the Contractor from the sale of materials recovered or produced by the Facility in any year in which such revenues exceed 125% of the materials revenues stipulated in the Contractor's Proposal and accepted by the Participants, as adjusted annually by the Adjustment Factor.

_____
Authorized Signature

_____
Company

_____
Date

PRICING PROPOSAL FORM 5A

SPOT MARKET WASTE REVENUES AND FEES

Please describe any proposal for the payment of fees and the sharing of Spot Market Waste revenues.

- The Contractor shall pay the Public Participants a Host Community Benefit of $2.00 per ton, adjusted annually by the Adjustment Factor, for Spot Market Waste delivered to the Facility, except for Spot Market Waste that is used by the Public Participants to meet its aggregate Minimum Annual Delivery Requirement.

- Spot market revenues. The Contractor shall share with the Participants ___% of the revenues earned by Contractor from the acceptance and processing of Spot Market Waste in any year in which such revenues exceed 125% of the spot market revenues stipulated in the Contractor's Proposal, as adjusted annually by the Adjustment Factor. Revenue sharing for Spot Market Waste shall only apply to Spot Market Waste that exceeds the aggregate Maximum Annual Delivery Threshold of the Public Participants.

The Contractor estimates the following Sport Market Waste and associated revenues for the first year:

Source of Waste	Type of Waste	Amount of Waste	Estimated Price ($/ton)	Estimated Revenue ($/year)
TOTAL:				

_____
Authorized Signature

_____
Company

_____
Date

PRICING PROPOSAL FORM 6

ESTIMATED COST FOR FACILITY REMOVAL AND SITE RESTORATION

Estimated Cost for Facility Removal and Site Restoration as of the Acceptance Date $_____

_____
Authorized Signature

_____
Company

_____
Date

APPENDIX C

LETTERS OF INTENT FROM PUBLIC PARTICIPANTS

APPENDIX D

SITE INFORMATION

Figure 1: Tajiguas Landfill – Site Map

Figure 2: Tajiguas Landfill Property Map and Odor Control Boundary

Figure 3: Tajiguas Landfill Topography Map, Date 3-2009

Figure 4: Proposed CT Site – Existing Operations Area Facilities

Figure 5: Proposed CT Site – Existing Operations Area Underground Utilities

Figure 6: Proposed CT Site – Existing Operations Area Topographic Map, Proposed Grading, Topo Date 3-2009

Figure 7: Plate 2 Tajiguas Landfill Location of Water Quality Monitoring Points and Environmental Control System

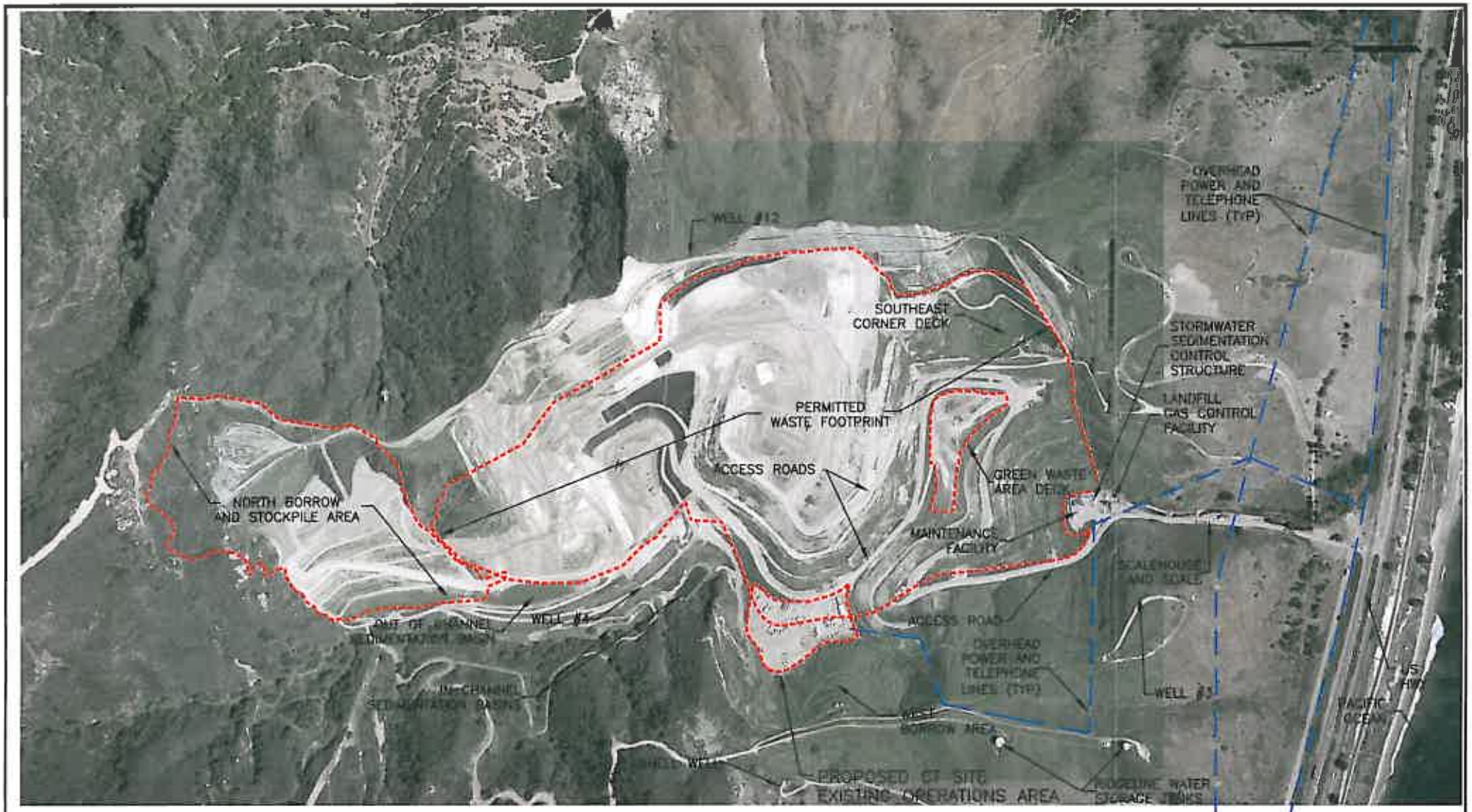

FIGURE 1
TAJIGUAS LANDFILL - SITE MAP

REVISIONS	CONSTRUCTION STARTED:	PROJECT ENGINEER:	COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION	DESIGN BY:	CHECKED BY:	SCALE:	PROJECT NO.	SANTA BARBARA COUNTY TAJIGUAS LANDFILL	SHEET NO. 1 OF 6
	CONSTRUCTION COMPLETED:			DRAWN BY:	CONSTRUCTABILITY REVIEW BY:	1" = 500'			FILE NO.
	RECORD DRAWING:	DATE:							

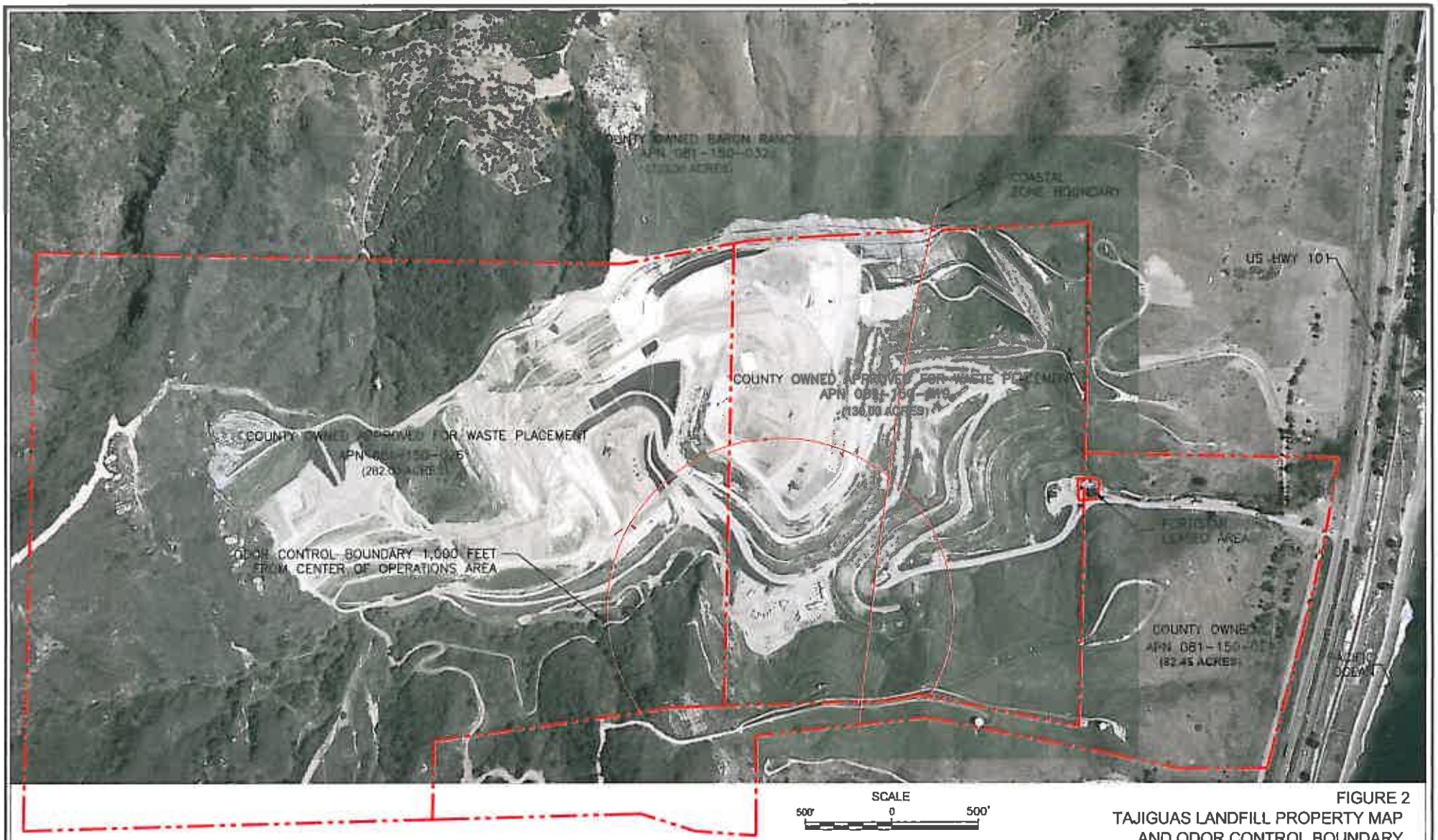

FIGURE 2
TAJIGUAS LANDFILL PROPERTY MAP
AND ODOR CONTROL BOUNDARY

REVISIONS	CONSTRUCTION STARTED	PROJECT ENGINEER	COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION	DESIGN BY	CHECKED BY	SCALE	PROJECT NO.	SANTA BARBARA COUNTY TAJIGUAS LANDFILL	SHEET NO. 2 OF 6
	CONSTRUCTION COMPLETED			DRAWN BY	CONSTRUCTABILITY REVIEW BY	1" = 500'			TILE NO.
	RECORD DRAWING	DATE							

SCALE
400' 0 400'

FIGURE 3
TAJIGUAS LANDFILL
TOPOGRAPHY MAP DATE 3-2009

REVISIONS:	CONSTRUCTION STARTED:	PROJECT ENGINEER:	COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION	DESIGN BY:	CHECKED BY:	SCALE:	PROJECT NO.	SANTA BARBARA COUNTY TAJIGUAS LANDFILL	SHEET NO. 3 of 6
	CONSTRUCTION COMPLETED:			DRAWN BY:	CONSTRUCTABILITY REVIEW BY:	1" = 400'			FILE NO.
	RECORD DRAWING:	DATE:							

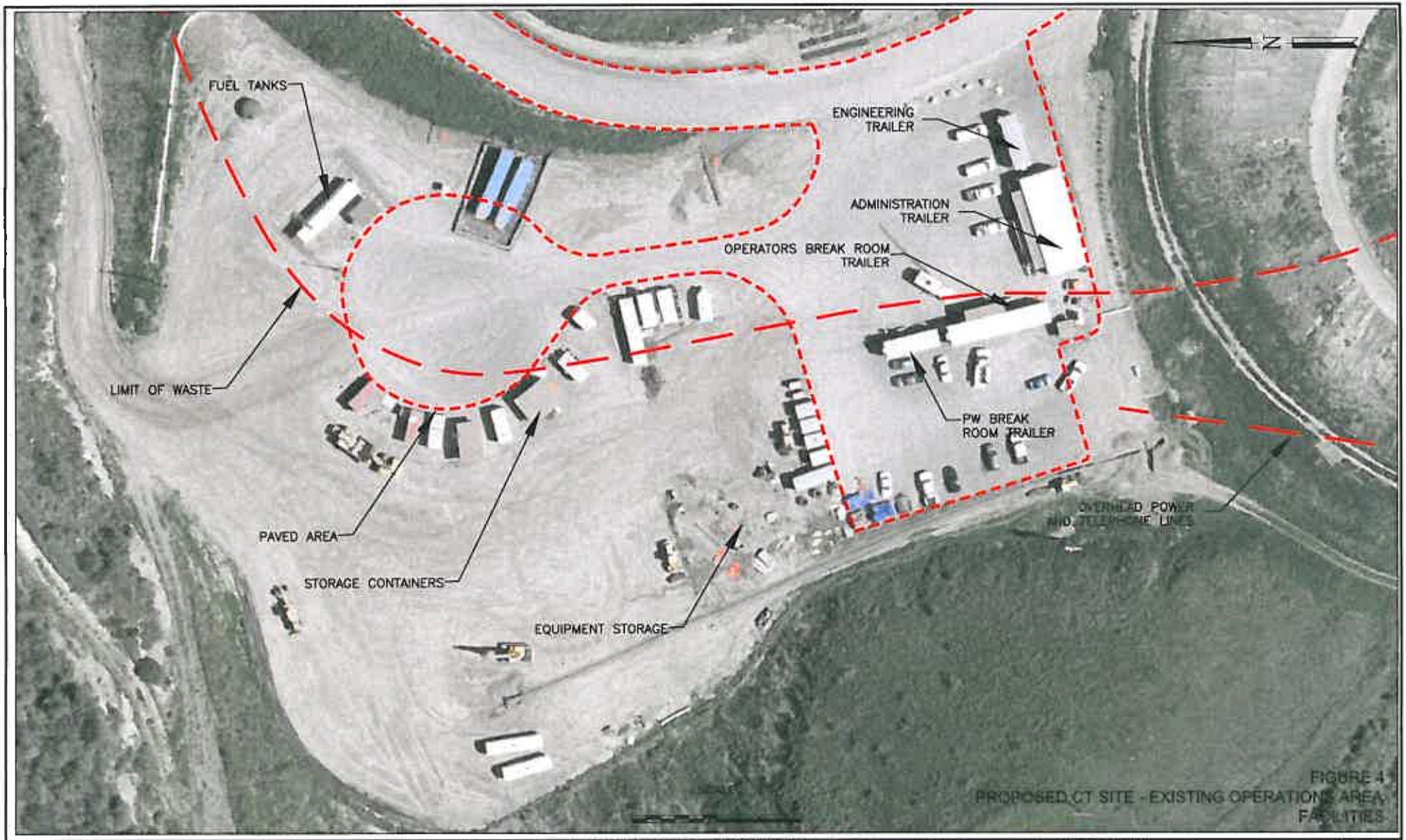

FIGURE 4
PROPOSED CT SITE - EXISTING OPERATIONS AREA FACILITIES

REVISIONS:	CONSTRUCTION STARTED:	PROJECT ENGINEER:	COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION	DESIGN BY:	CHECKED BY:	SCALE:	PROJECT NO.	SANTA BARBARA COUNTY TAJIGUAS LANDFILL	SHEET NO. 4 of 8
	CONSTRUCTION COMPLETED:			DRAWN BY:	CONSTRUCTABILITY REVIEW BY:	1" = 50'			FILE NO:
	RECORD DRAWING:	DATE							

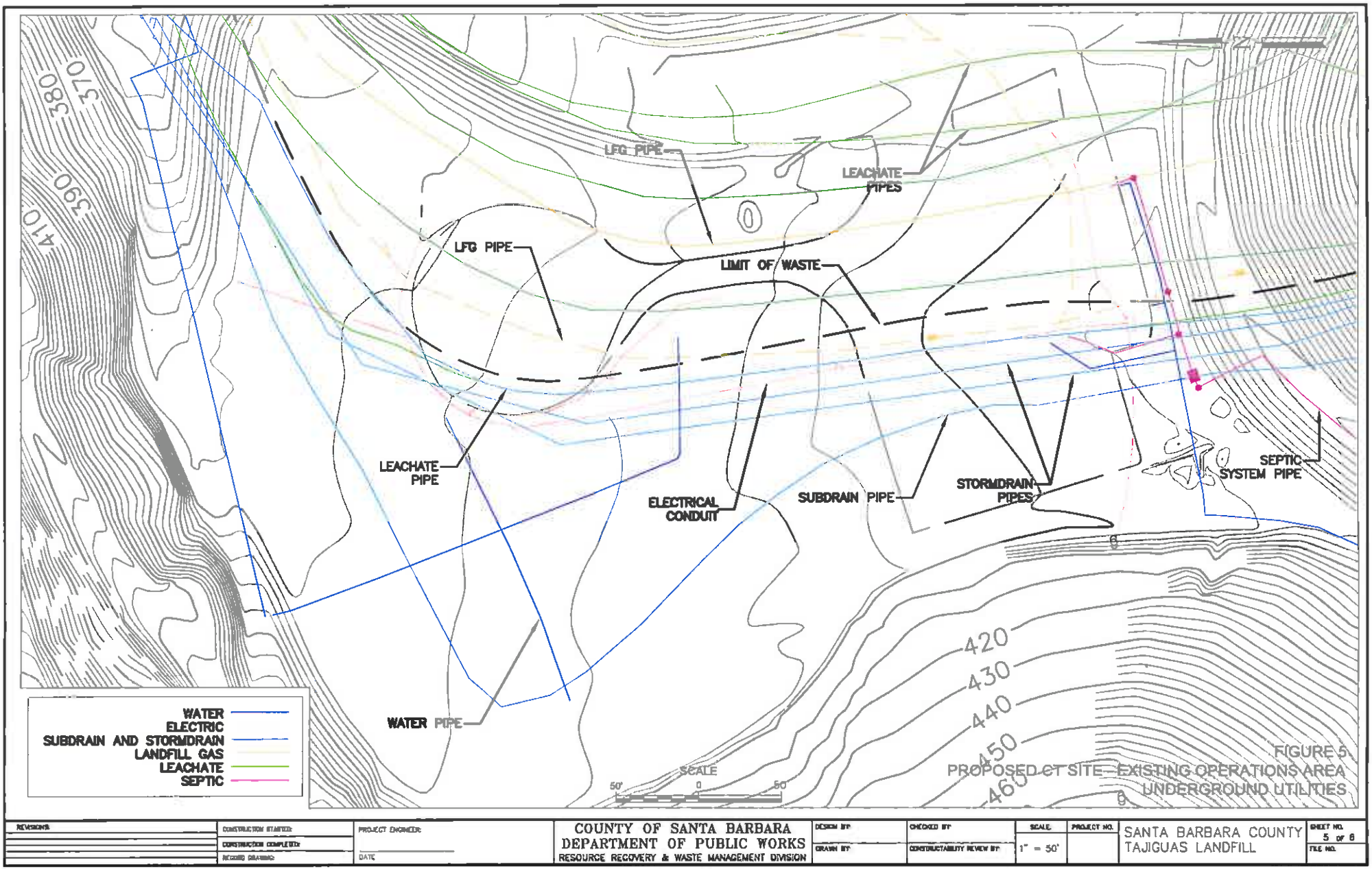

FIGURE 5
PROPOSED CT SITE - EXISTING OPERATIONS AREA
UNDERGROUND UTILITIES

REVISIONS:	CONSTRUCTION STARTED:	PROJECT ENGINEER:	COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION	DESIGN BY:	CHECKED BY:	SCALE:	PROJECT NO.	SANTA BARBARA COUNTY TAJIGUAS LANDFILL	SHEET NO. 5 OF 6
	CONSTRUCTION COMPLETED:			DRAWN BY:	CONSTRUCTABILITY REVIEW BY:	1" = 50'			FILE NO.
	RECORD DRAWING:	DATE							

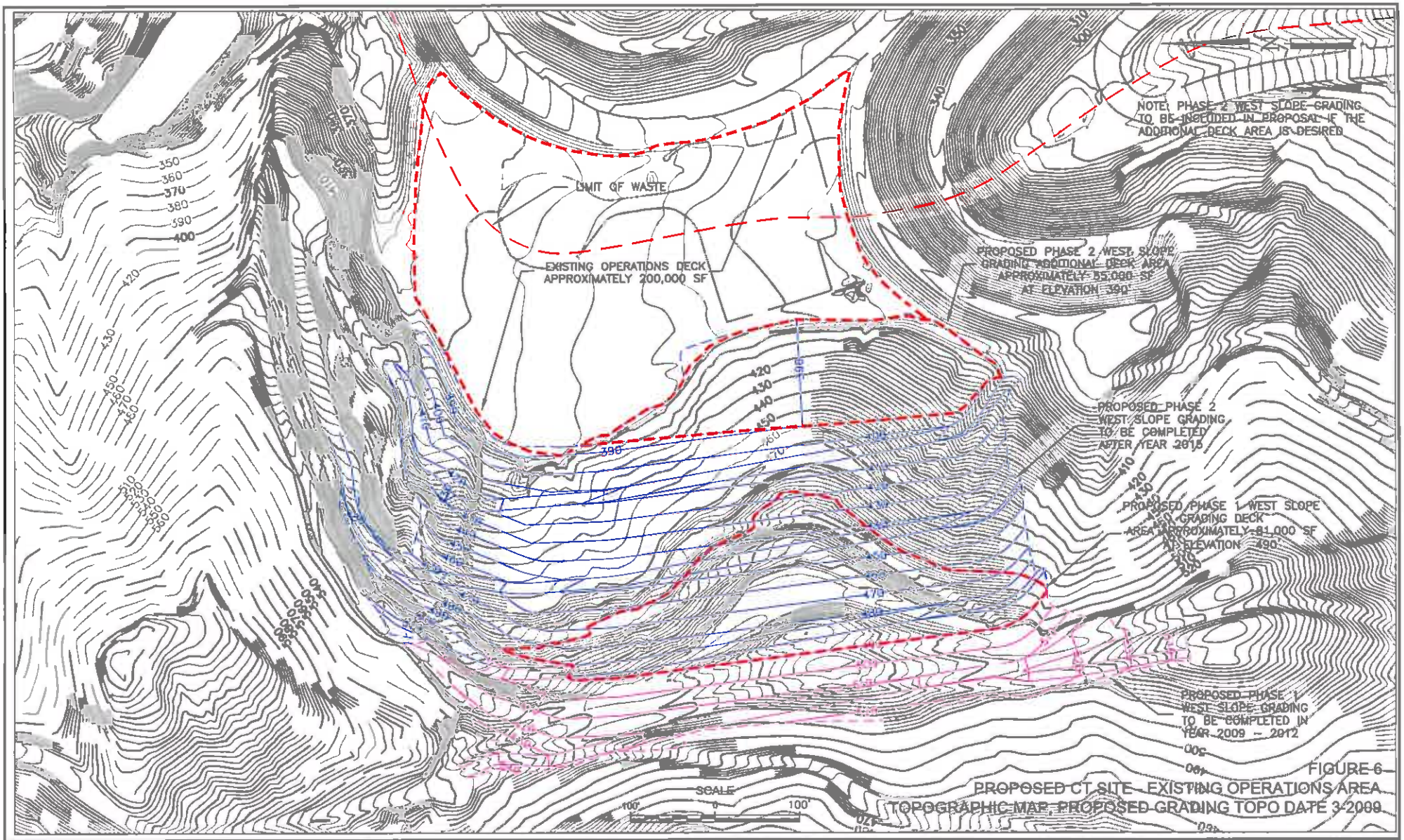

FIGURE 6
PROPOSED CT SITE – EXISTING OPERATIONS AREA
TOPOGRAPHIC MAP, PROPOSED GRADING TOPO DATE 3-2009

REVISIONS:	CONSTRUCTION STARTED:	PROJECT ENGINEER:	COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION	DESIGN BY:	CHECKED BY:	SCALE:	PROJECT NO.	SANTA BARBARA COUNTY TAJIGUAS LANDFILL	SHEET NO. 6 OF 6
	CONSTRUCTION COMPLETED:			DRAWN BY:	CONSTRUCTABILITY REVIEW BY:	1" = 100'			FILE NO.
	RECORD DRAWING:	DATE							

N

SCALE
600' 0 600'

LEGEND

- ▲ M&RP SURFACE WATER MONITORING LOCATION
- ⊖ M&RP GROUNDWATER MONITORING LOCATION
- ⊙ OTHER WELLS
- ■ TANK MONITORING LOCATION
- — — EXISTING LIMIT OF WASTE FOOTPRINT

COUNTY OF SANTA BARBARA
RESOURCE RECOVERY & WASTE MANAGEMENT DIVISION

PLATE 2
TAJIGUAS LANDFILL
LOCATION OF WATER QUALITY
MONITORING POINTS AND
ENVIRONMENTAL CONTROL SYSTEM

APPENDIX E

WASTE CHARACTERIZATION STUDY

SCS ENGINEERS

Final Report

Waste Characterization Study for Tajiguas Landfill

Presented to:

County of Santa Barbara

130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101
(805) 882-3600

Presented by:

SCS ENGINEERS
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
(562) 426-9544

With:

CASCADIA CONSULTING GROUP

March 31, 2009
File No. 01208128.00

Offices Nationwide
www.scsengineers.com

WASTE CHARACTERIZATION STUDY FOR TAJIGUAS LANDFILL

Presented To:

County of Santa Barbara
Resource Recovery & Waste Management Division
130 E. Victoria Avenue, Suite 100
Santa Barbara, CA 93101

Presented From:

SCS ENGINEERS
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
(562) 426-9544

With:
Cascadia Consulting Group
1109 First Avenue, Suite 400
Seattle, WA 98101

March 31, 2009
File No. 02080128.00

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Appendices

1.0 INTRODUCTION

The County of Santa Barbara, California, have initiated preparation of a Request for Proposals (RFP) to solicit Proposals from private companies for the permitting, design, construction and operation of a conversion technology (CT) facility at the Tajiguas Landfill on a site to be leased to the Contractor by the County. The CT facility is intended to receive and process post-recycled municipal solid waste (MSW) that is currently disposed of at the landfill, to generate energy and other marketable products, and to divert waste from landfill disposal.

To supplement the data provided in the RFP, the County contracted with SCS Engineers (SCS) to conduct a limited waste characterization study at the Tajiguas landfill. The results of the site-specific waste characterization study will be included in the RFP for a CT facility at the Tajiguas Landfill. The 2009 study follows a previous waste characterization study conducted by SCS for the County in 2003.

This report presents the results of the study's first season, which include composition estimates, both for the overall wastestream and for residential, commercial, self-haul, and transfer station loads. This study estimates the composition of waste disposed, not waste generated. Waste generation is equal to the sum disposal and waste diversion activities.

There are three major sections of this report. The first briefly summarizes the project, including a description of the sources of disposed waste and the project methodology. The next section provides an overview of waste composition for the overall wastestream, as well as for the residential, commercial, self-haul, and transfer station substreams. The last section includes an analysis of the heating value and methane potential of the disposed wastestream.

1.1 ADDITIONAL OBJECTIVES FOR THE CITY OF SANTA BARBARA

In addition to the work to be conducted for the CT RFP, the City of Santa Barbara wished to expand the waste sort to produce waste composition data for the City to determine the efficacy of waste diversion programs from cart service (residential) and bin service (multi-family and commercial). As part of the City's request, additional sorts will be conducted in different seasons to capture a representative profile of City waste that is not included in the results of this report.

1.2 DISPOSED WASTESTREAM

For analysis and planning purposes, the wastestream was divided into **substreams**. For this study, substreams were defined according to the type of generator that created the waste and how the wastes were delivered to the site. A total of five substream categories were identified.

1. **Single-Family Waste** - includes waste that is collected by contracted and franchised haulers from either single-family residences or buildings that include no more than four living units.

2. **Commercial (Multi-family and Business Waste) -** includes waste that is collected by contracted and franchised haulers from businesses, institutions, industries, governments, and multi-unit residential buildings with more than four living units.

3. **Transfer Station -** includes waste that is brought to the landfill in transfer trailers from three area transfer stations.

4. **MRF Residuals -** includes waste that is brought to the landfill from the materials recovery facility that could not be recovered for recycling or reuse.

5. **Self-haul (All sources) -** waste hauled by individuals, businesses, or government agencies; includes waste delivered by anyone other than a contracted or franchised hauler.

According to County staff, each of the above substreams contributed a portion of the approximately 210,000 total tons of waste disposed at the Tajiguas Landfill in 2008. Table 1 details the contribution of each substream for 2008.

Table 1. Disposed Waste by Substream, 2008

Substream	Tons	Percent of Total
Single-Family Residential	42,362	20.2%
Multi-Family Residential	10,533	5.0%
Commercial	80,301	38.2%
Roll-offs/Compactors	6,350	3.0%
Transfer Station	59,787	28.5%
MRF Residuals	4,881	2.3%
Self-Haul	5,246	2.5%
Other	612	0.3%
Total	**210,072**	**100.0%**

The Other category includes substreams not included in this study. They are: dead animals and Other-Hard to Handle/Grit. Additionally, no MRF residual loads were observed during the first season and therefore no composition data is available. By subtracting these three substreams from the total, a revised total of 204,579 tons was used as the total disposal for the purposes of this study.

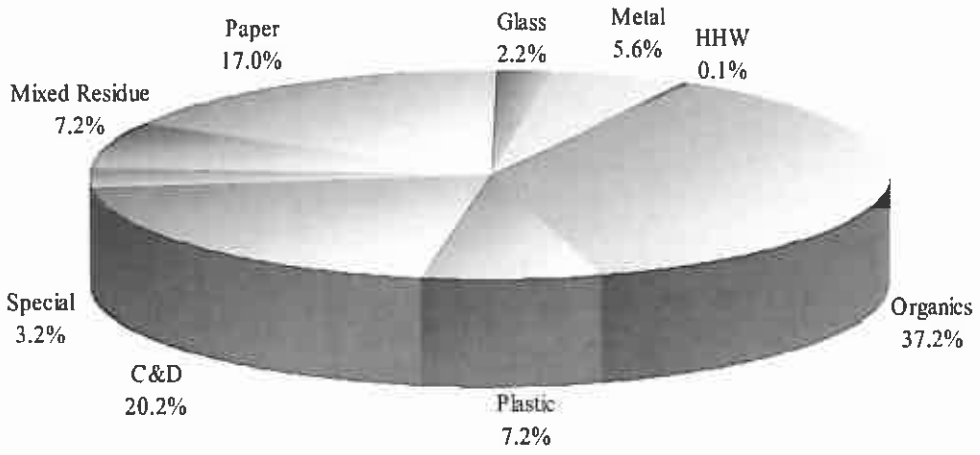
2.0 SAMPLING RESULTS

Composition results for the overall wastestream and each of the substreams are given in Section 2.1 and Section 2.2, respectively. The results are presented as follows. First, a pie chart depicts the composition by nine broad material classes: paper, glass, metal, plastic, organics, construction and demolition, special, household hazardous, and mixed residue. The pie chart is followed by a table of the top ten materials (by weight) found during sampling. As part of the analysis of each wastestream and substream in the sections below, a detailed composition table is presented showing the estimated amount of each material present (expressed in terms of mean percent), the confidence interval surrounding each estimate (sometimes called an error range), and the estimated tons of each material disposed in 2008.

2.1 OVERALL WASTE COMPOSITION

The largest component of the overall wastestream is Organic material, as shown in Figure 1. Construction and Demolition and Paper comprised the next largest components, at 17% and 20%, respectively. The remaining classes each accounted for about 25% of the landfill's wastestream. Definitions for each of the material types can be found in Appendix A.

Figure 1. Waste Composition, Overall Wastestream



As shown in Table 2, food waste represents 20% of the overall wastestream. Together, the top ten materials accounted for 63% of the total, by weight. Table 3 shows the detailed composition results for the overall wastestream.

Table 2. Ten Most Prevalent Materials, Overall Wastestream

Material Type	Mean %	Cum %	Tons
Food	19.2%	19.2%	39,260
Mixed Residue	7.2%	26.4%	14,691
R/C C&D	6.9%	33.2%	14,031
Leaves & Grass	6.7%	40.0%	13,782
Clean Lumber	5.4%	45.3%	10,987
Mixed/Low Grade Paper	4.7%	50.0%	9,519
Soiled Paper	4.4%	54.4%	8,929
R/C Organic	3.5%	57.8%	7,133
Textiles	2.8%	60.7%	5,796
R/C Metal	2.6%	63.3%	5,305
Total	**63.3%**		**129,432**

Table 3. Detailed Composition Results, Overall Wastestream

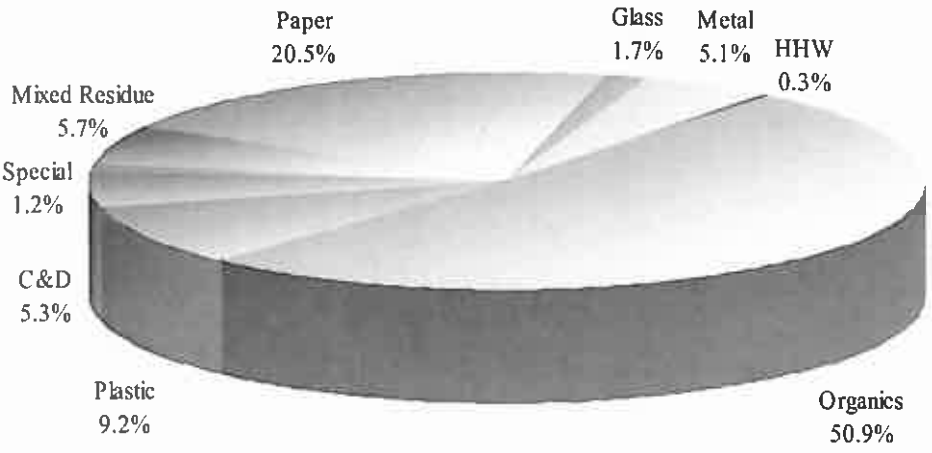
Material	Tons	Mean %	+/-	Material	Tons	Mean %	+/-
Paper	**34,868**	**17.0%**		**Organics**	**76,132**	**37.2%**	
OCC	4,794	2.3%	0.6%	Food	39,260	19.2%	3.0%
Paper Bags	698	0.3%	0.1%	Leaves & Grass	13,782	6.7%	1.9%
Newspaper	2,204	1.1%	0.2%	Prunings & Trimmings	4,350	2.1%	1.1%
White Ledger	1,861	0.9%	0.4%	Branches & Stumps	1,356	0.7%	0.5%
Colored Ledger	310	0.2%	0.1%	Agricultural Crop Residues	149	0.1%	0.1%
Other Office Paper	922	0.5%	0.2%	Manures	0	0.0%	0.0%
Magazines/Catalogs	1,819	0.9%	0.4%	Textiles	5,796	2.8%	0.8%
Phone Book/Directory	206	0.1%	0.1%	Carpet	3,291	1.6%	0.5%
Soiled Paper	8,929	4.4%	0.6%	Other Compostable Organic	1,015	0.5%	0.2%
Mixed/Low Grade Paper	9,519	4.7%	1.1%	R/C Organic	7,133	3.5%	0.6%
R/C Paper	3,606	1.8%	0.4%	**Construction/Demolition**	**41,353**	**20.2%**	
Glass	**4,543**	**2.2%**		Concrete	866	0.4%	0.4%
Clear Bottles and Containers	1,499	0.7%	0.2%	Asphalt Paving	154	0.1%	0.1%
Green Bottles and Containers	974	0.5%	0.1%	Asphalt Roofing	4,197	2.1%	0.7%
Brown Bottles and Containers	536	0.3%	0.1%	Clean Lumber	10,987	5.4%	2.3%
Other Bottles and Containers	188	0.1%	0.1%	Painted/Stained Wood	3,838	1.9%	0.7%
Flat Glass	152	0.1%	0.1%	Treated Wood	344	0.2%	0.1%
Florescent Bulbs	4	0.0%	0.0%	Clean Gypsum Board	877	0.4%	0.3%
R/C Glass	1,189	0.6%	0.4%	Painted/Demolition Gypsum	962	0.5%	0.2%
Metal	**11,412**	**5.6%**		Rock, Soil, and Fines	3,981	1.9%	0.8%
Tin/Steel Cans	844	0.4%	0.1%	Fiberglass insulation	1,115	0.5%	0.6%
Major Appliances (White Goods)	67	0.0%	0.0%	R/C C&D	14,031	6.9%	1.5%
Other Ferrous	1,152	0.6%	0.2%	**Special**	**6,531**	**3.2%**	
Aluminum Cans	285	0.1%	0.1%	Ash	15	0.0%	0.0%
Other Non-Ferrous	268	0.1%	0.0%	Treated Medical Waste	1	0.0%	0.0%
Covered Electronic Devices	1,552	0.8%	0.7%	Bulky Items	4,369	2.1%	1.1%
Other E-Waste	1,939	0.9%	0.9%	Tires	4	0.0%	0.0%
R/C Metal	5,305	2.6%	0.9%	R/C Special	2,142	1.0%	0.9%
Plastic	**14,817**	**7.2%**		**HHW**	**233**	**0.1%**	
HDPE Containers	1,407	0.7%	0.4%	Paint	127	0.1%	0.1%
PETE Containers	696	0.3%	0.1%	Vehicle & Equip. Fluids	0	0.0%	0.0%
Expanded Non-food Grade PS	319	0.2%	0.1%	Used Oil	0	0.0%	0.0%
Expanded Food Grade PS	735	0.4%	0.1%	Batteries	56	0.0%	0.0%
Misc. Plastic Containers	850	0.4%	0.1%	R/C HHW	50	0.0%	0.0%
Bag Film Plastic	5,203	2.5%	0.5%	**Mixed Residue**	**14,691**	**7.2%**	
Film Plastic	614	0.3%	0.2%	Mixed Residue	14,691	7.2%	1.9%
Durable Plastic Items	2,475	1.2%	0.4%	**Overall Weight**	**204,579**		
R/C Plastic	2,518	1.2%	0.3%	**# Samples**	**113**		

2.2 WASTE COMPOSITION BY SUBSTREAM

2.2.1 Residential Wastestream

In accordance with the sampling plan, a total of 26 residential (single-family waste) loads were sampled. Figure 2 depicts the composition results by material class. Organics and paper together comprised over 70% of the total, by weight. With the exception of plastic (9%), the remaining categories each accounted for less than 10% of the total.

Figure 2. Waste Composition, Residential Wastestream



As shown in Table 4, food waste represents 23% of the residential wastestream. Leaves and grass, remainder/composite organic, and compostable/soiled paper each comprised more than 7% of the total, by weight. Together, the top ten materials accounted for 64% of the total, by weight. Table 5 shows the detailed composition results for the overall residential wastestream.

Table 4. Ten Most Prevalent Materials, Residential Wastestream

Material Type	Mean %	Cum %	Tons
Food	22.8%	22.8%	9,678
Leaves & Grass	11.1%	34.0%	4,704
R/C Organic	7.7%	41.6%	3,244
Compostable/Soiled Paper	7.4%	49.0%	3,127
Mixed Residue	5.7%	54.7%	2,425
Mixed/Low Grade Paper	5.4%	60.1%	2,299
Textiles	4.5%	64.6%	1,901
R/C Metal	3.5%	68.1%	1,462
Bag Film Plastic	2.8%	70.9%	1,195
Branches & Stumps	1.9%	72.8%	802
Total	**72.8%**		**30,837**

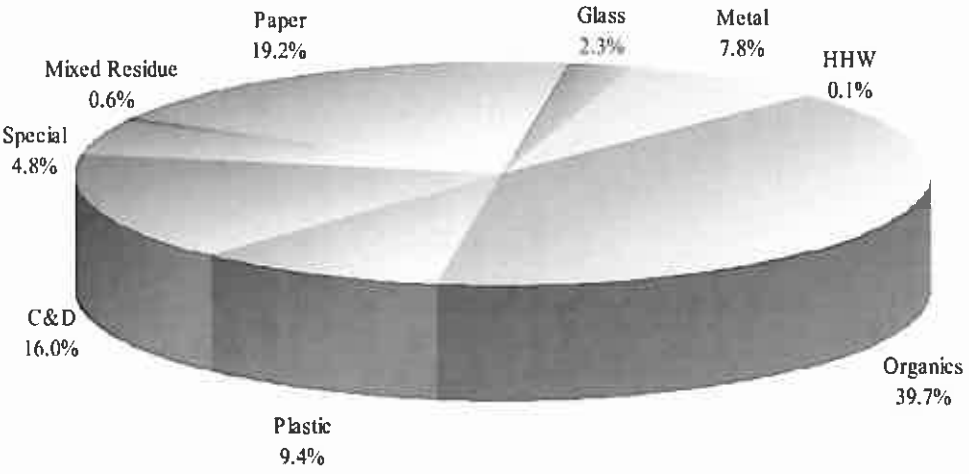
Table 5. Detailed Composition Results, Residential Wastestream

Material	Tons	Mean %	+/-	Material	Tons	Mean %	+/-
Paper	**8,694**	**20.5%**		**Organics**	**21,553**	**50.9%**	
OCC	385	0.9%	0.4%	Food	9,678	22.8%	3.9%
Paper Bags	325	0.8%	0.4%	Leaves & Grass	4,704	11.1%	6.6%
Newspaper	599	1.4%	0.4%	Prunings & Trimmings	171	0.4%	0.7%
White Ledger	578	1.4%	1.1%	Branches & Stumps	802	1.9%	2.3%
Colored Ledger	110	0.3%	0.1%	Agricultural Crop Residues	0	0.0%	0.0%
Other Office Paper	439	1.0%	0.5%	Manures	0	0.0%	0.0%
Magazines/Catalogs	460	1.1%	0.5%	Textiles	1,901	4.5%	1.6%
Phone Book/Directory	0	0.0%	0.0%	Carpet	776	1.8%	1.0%
Compostable/Soiled Paper	3,127	7.4%	1.4%	Other Compostable Organic	276	0.7%	0.3%
Mixed/Low Grade Paper	2,299	5.4%	1.1%	R/C Organic	3,244	7.7%	1.7%
R/C Paper	373	0.9%	0.3%	**Construction/Demolition**	**2,254**	**5.3%**	
Glass	**705**	**1.7%**		Concrete	13	0.0%	0.1%
Clear Bottles and Containers	401	0.9%	0.4%	Asphalt Paving	0	0.0%	0.0%
Green Bottles and Containers	142	0.3%	0.2%	Asphalt Roofing	0	0.0%	0.0%
Brown Bottles and Containers	61	0.1%	0.1%	Clean Lumber	761	1.8%	1.4%
Other Bottles and Containers	0	0.0%	0.0%	Painted/Stained Wood	297	0.7%	0.5%
Flat Glass	0	0.0%	0.0%	Treated Wood	0	0.0%	0.0%
Florescent Bulbs	1	0.0%	0.0%	Clean Gypsum Board	11	0.0%	0.0%
R/C Glass	100	0.2%	0.1%	Painted/Demolition Gypsum	2	0.0%	0.0%
Metal	**2,160**	**5.1%**		Rock, Soil, and Fines	65	0.2%	0.1%
Tin/Steel Cans	290	0.7%	0.2%	Fiberglass insulation	415	1.0%	1.6%
Major Appliances (White Goods)	9	0.0%	0.0%	R/C C&D	689	1.6%	1.0%
Other Ferrous	155	0.4%	0.3%	**Special**	**525**	**1.2%**	
Aluminum Cans	68	0.2%	0.0%	Ash	11	0.0%	0.0%
Other Non-Ferrous	96	0.2%	0.1%	Treated Medical Waste	0	0.0%	0.0%
Covered Electronic Devices	0	0.0%	0.0%	Bulky Items	183	0.4%	0.7%
Other E-Waste	79	0.2%	0.3%	Tires	0	0.0%	0.0%
R/C Metal	1,462	3.5%	1.7%	R/C Special	331	0.8%	0.8%
Plastic	**3,910**	**9.2%**		**HHW**	**136**	**0.3%**	
HDPE Containers	545	1.3%	1.1%	Paint	100	0.2%	0.3%
PETE Containers	245	0.6%	0.2%	Vehicle & Equip. Fluids	0	0.0%	0.0%
Expanded Non-food Grade PS	85	0.2%	0.1%	Used Oil	0	0.0%	0.0%
Expanded Food Grade PS	204	0.5%	0.1%	Batteries	4	0.0%	0.0%
Misc. Plastic Containers	278	0.7%	0.1%	R/C HHW	32	0.1%	0.1%
Bag Film Plastic	1,195	2.8%	0.5%	**Mixed Residue**	**2,425**	**5.7%**	
Film Plastic	16	0.0%	0.1%	Mixed Residue	2,425	5.7%	2.5%
Durable Plastic Items	772	1.8%	0.9%	**Overall Weight**	**42,362**		
R/C Plastic	569	1.3%	0.4%	**# Samples**	**26**		

2.2.2 Commercial Wastestream

A total of 35 commercial loads were sampled from multi-family and business bin service. An additional 5 loads were sampled from commercial compactor service. Figure 3 depicts the composition results by material class. Organics, the largest material class, accounted for about 40% of the total wastestream. Paper comprised 20% of the substream, and C&D comprised 16%. The remaining classes each comprised less than 10% of the total.

Figure 3. Waste Composition, Commercial Wastestream



As shown in Table 6, food waste represents 29% of the commercial wastestream. Clean lumber comprised over 8% and compostable/soiled paper was more than 5% of the total. Together, the top ten materials accounted for 68% of the total, by weight. Table 7 shows the detailed composition results for the overall commercial wastestream.

Table 6. Ten Most Prevalent Materials, Commercial Wastestream

Material Type	Mean %	Cum %	Tons
Food	28.7%	28.7%	27,938
Clean Lumber	8.4%	37.1%	8,145
Compostable/Soiled Paper	5.3%	42.4%	5,126
Mixed/Low Grade Paper	4.5%	46.9%	4,398
Leaves & Grass	4.3%	51.3%	4,211
Bag Film Plastic	3.7%	55.0%	3,607
OCC	3.7%	58.7%	3,578
R/C C&D	3.4%	62.1%	3,325
R/C Metal	3.1%	65.2%	3,035
Textiles	3.1%	68.3%	3,027
Total	**68.3%**		**66,392**

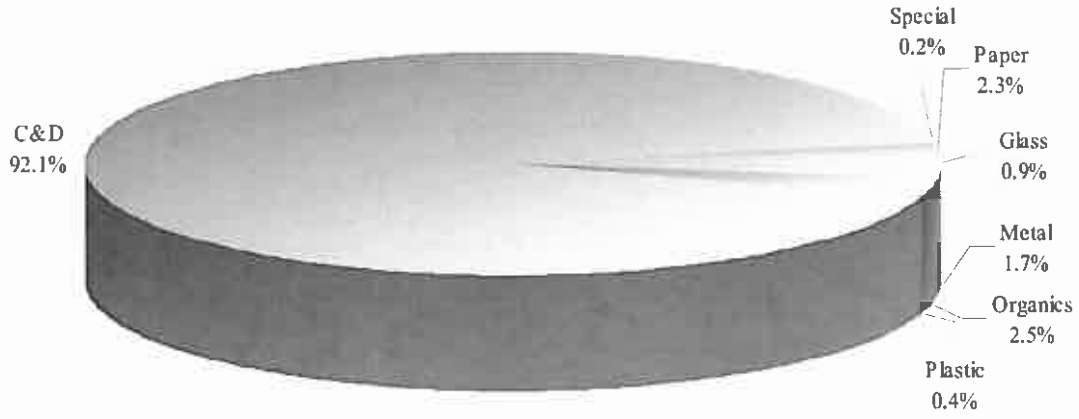
Table 7. Detailed Composition Results, Commercial Wastestream

Material	Tons	Mean %	+/-	Material	Tons	Mean %	+/-
Paper	**18,700**	**19.2%**		**Organics**	**38,626**	**39.7%**	
OCC	3,578	3.7%	1.1%	Food	27,938	28.7%	6.0%
Paper Bags	295	0.3%	0.1%	Leaves & Grass	4,211	4.3%	2.1%
Newspaper	1,019	1.0%	0.3%	Prunings & Trimmings	592	0.6%	0.6%
White Ledger	1,003	1.0%	0.6%	Branches & Stumps	45	0.0%	0.1%
Colored Ledger	119	0.1%	0.1%	Agricultural Crop Residues	0	0.0%	0.0%
Other Office Paper	304	0.3%	0.3%	Manures	0	0.0%	0.0%
Magazines/Catalogs	1,071	1.1%	0.7%	Textiles	3,027	3.1%	1.5%
Phone Book/Directory	122	0.1%	0.2%	Carpet	672	0.7%	0.7%
Compostable/Soiled Paper	5,126	5.3%	1.1%	Other Compostable Organic	319	0.3%	0.5%
Mixed/Low Grade Paper	4,398	4.5%	2.0%	R/C Organic	1,822	1.9%	0.7%
R/C Paper	1,664	1.7%	0.7%	**Construction/Demolition**	**15,523**	**16.0%**	
Glass	**2,263**	**2.3%**		Concrete	492	0.5%	0.8%
Clear Bottles and Containers	596	0.6%	0.2%	Asphalt Paving	0	0.0%	0.0%
Green Bottles and Containers	549	0.6%	0.2%	Asphalt Roofing	0	0.0%	0.0%
Brown Bottles and Containers	261	0.3%	0.2%	Clean Lumber	8,145	8.4%	4.7%
Other Bottles and Containers	111	0.1%	0.1%	Painted/Stained Wood	2,108	2.2%	1.5%
Flat Glass	5	0.0%	0.0%	Treated Wood	0	0.0%	0.0%
Florescent Bulbs	3	0.0%	0.0%	Clean Gypsum Board	54	0.1%	0.1%
R/C Glass	737	0.8%	0.8%	Painted/Demolition Gypsum	33	0.0%	0.1%
Metal	**7,578**	**7.8%**		Rock, Soil, and Fines	737	0.8%	1.0%
Tin/Steel Cans	438	0.5%	0.2%	Fiberglass insulation	629	0.6%	1.1%
Major Appliances (White Goods)	0	0.0%	0.0%	R/C C&D	3,325	3.4%	2.1%
Other Ferrous	681	0.7%	0.4%	**Special**	**4,686**	**4.8%**	
Aluminum Cans	180	0.2%	0.2%	Ash	4	0.0%	0.0%
Other Non-Ferrous	120	0.1%	0.1%	Treated Medical Waste	0	0.0%	0.0%
Covered Electronic Devices	1,552	1.6%	1.5%	Bulky Items	2,894	3.0%	2.3%
Other E-Waste	1,573	1.6%	1.8%	Tires	0	0.0%	0.0%
R/C Metal	3,035	3.1%	1.5%	R/C Special	1,787	1.8%	1.9%
Plastic	**9,129**	**9.4%**		**HHW**	**60**	**0.1%**	
HDPE Containers	806	0.8%	0.6%	Paint	21	0.0%	0.0%
PETE Containers	381	0.4%	0.1%	Vehicle & Equip. Fluids	0	0.0%	0.0%
Expanded Non-food Grade PS	174	0.2%	0.1%	Used Oil	0	0.0%	0.0%
Expanded Food Grade PS	505	0.5%	0.3%	Batteries	39	0.0%	0.0%
Misc. Plastic Containers	483	0.5%	0.1%	R/C HHW	0	0.0%	0.0%
Bag Film Plastic	3,607	3.7%	1.1%	**Mixed Residue**	**619**	**0.6%**	
Film Plastic	376	0.4%	0.4%	Mixed Residue	619	0.6%	1.0%
Durable Plastic Items	1,239	1.3%	0.8%	**Overall Weight**	**97,184**		
R/C Plastic	1,558	1.6%	0.6%	**# Samples**	**40**		

2.2.3 Self-Haul Wastestream

In accordance with the sampling plan, a total of 15 loads were sampled. Figure 4 depicts the composition results by material class. Construction and demolition comprised over 90% of the total, by weight.

Figure 4. Waste Composition, Self-Haul Wastestream



As shown in Table 8, asphalt roofing comprised almost 55% of the substream, with remainder/composite C&D adding another 23%. Together, these two categories comprised 96% of the substream. Clean lumber and rock, soil, and fines comprised 8% and 4% respectively. Table 9 shows the detailed composition results for the overall self-haul wastestream.

Table 8. Ten Most Prevalent Materials, Self-Haul Wastestream

Material Type	Mean %	Cum %	Tons
Asphalt Roofing	54.9%	54.9%	2,880
R/C C&D	23.0%	77.9%	1,206
Clean Lumber	8.2%	86.0%	428
Rock, Soil, and Fines	4.0%	90.0%	209
Textiles	1.6%	91.6%	85
Painted/Stained Wood	1.4%	93.1%	74
Mixed/Low Grade Paper	1.1%	94.1%	55
R/C Metal	0.7%	94.9%	39
Other Ferrous	0.6%	95.4%	31
R/C Paper	0.5%	96.0%	28
Total	**96.0%**		**5,035**

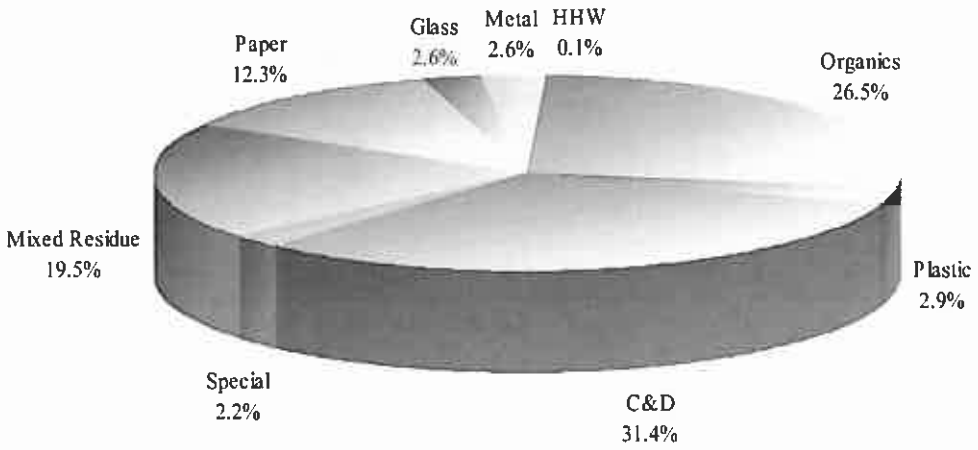
Table 9. Detailed Composition Results, Self-Haul Wastestream

Material	Tons	Mean %	+/-	Material	Tons	Mean %	+/-
Paper	**120**	**2.3%**		**Organics**	**131**	**2.5%**	
OCC	8	0.2%	0.1%	Food	11	0.2%	0.4%
Paper Bags	1	0.0%	0.1%	Leaves & Grass	0	0.0%	0.0%
Newspaper	7	0.1%	0.2%	Prunings & Trimmings	0	0.0%	0.0%
White Ledger	4	0.1%	0.1%	Branches & Stumps	3	0.1%	0.1%
Colored Ledger	4	0.1%	0.1%	Agricultural Crop Residues	0	0.0%	0.0%
Other Office Paper	4	0.1%	0.1%	Manures	0	0.0%	0.0%
Magazines/Catalogs	5	0.1%	0.2%	Textiles	85	1.6%	3.1%
Phone Book/Directory	3	0.1%	0.1%	Carpet	1	0.0%	0.0%
Compostable/Soiled Paper	0	0.0%	0.0%	Other Compostable Organic	9	0.2%	0.4%
Mixed/Low Grade Paper	55	1.1%	0.4%	R/C Organic	23	0.4%	0.2%
R/C Paper	28	0.5%	0.6%	**Construction/Demolition**	**4,829**	**92.1%**	
Glass	**46**	**0.9%**		Concrete	7	0.1%	0.3%
Clear Bottles and Containers	5	0.1%	0.2%	Asphalt Paving	0	0.0%	0.0%
Green Bottles and Containers	2	0.0%	0.1%	Asphalt Roofing	2,880	54.9%	22.6%
Brown Bottles and Containers	2	0.0%	0.1%	Clean Lumber	428	8.2%	8.7%
Other Bottles and Containers	2	0.0%	0.1%	Painted/Stained Wood	74	1.4%	1.1%
Flat Glass	8	0.2%	0.3%	Treated Wood	3	0.1%	0.1%
Florescent Bulbs	0	0.0%	0.0%	Clean Gypsum Board	0	0.0%	0.0%
R/C Glass	26	0.5%	0.8%	Painted/Demolition Gypsum	0	0.0%	0.0%
Metal	**90**	**1.7%**		Rock, Soil, and Fines	209	4.0%	2.5%
Tin/Steel Cans	2	0.0%	0.1%	Fiberglass insulation	22	0.4%	0.7%
Major Appliances (White Goods)	0	0.0%	0.0%	R/C C&D	1,206	23.0%	20.2%
Other Ferrous	31	0.6%	0.2%	**Special**	**11**	**0.2%**	
Aluminum Cans	0	0.0%	0.0%	Ash	0	0.0%	0.0%
Other Non-Ferrous	18	0.3%	0.1%	Treated Medical Waste	0	0.0%	0.0%
Covered Electronic Devices	0	0.0%	0.0%	Bulky Items	11	0.2%	0.3%
Other E-Waste	0	0.0%	0.0%	Tires	0	0.0%	0.0%
R/C Metal	39	0.7%	0.9%	R/C Special	0	0.0%	0.0%
Plastic	**20**	**0.4%**		**HHW**	**0**	**0.0%**	
HDPE Containers	0	0.0%	0.0%	Paint	0	0.0%	0.0%
PETE Containers	0	0.0%	0.0%	Vehicle & Equip. Fluids	0	0.0%	0.0%
Expanded Non-food Grade PS	1	0.0%	0.0%	Used Oil	0	0.0%	0.0%
Expanded Food Grade PS	0	0.0%	0.0%	Batteries	0	0.0%	0.0%
Misc. Plastic Containers	1	0.0%	0.0%	R/C HHW	0	0.0%	0.0%
Bag Film Plastic	1	0.0%	0.0%	**Mixed Residue**	**0**	**0.0%**	
Film Plastic	2	0.0%	0.0%	Mixed Residue	0	0.0%	0.0%
Durable Plastic Items	7	0.1%	0.2%	**Overall Weight**	**5,246**		
R/C Plastic	7	0.1%	0.2%	**# Samples**	**14**		

2.2.4 Transfer Station Wastestream

A total of 33 loads were sampled from the three area transfer stations. The majority of these samples (30) were characterized visually. A discussion on this methodology can be found in section 2.3 of this report. The three loads that were hand sorted were originally slated for MRF residual loads, but those loads were not delivered during the sampling week. Figure 5 depicts the composition results by material class. C&D debris comprised the largest component at 31%. Organics accounted for 27%, while mixed residue accounted for 20%. The remaining classes each comprised the remaining 23%.

Figure 5. Waste Composition, Transfer Station Wastestream



As shown in Table 10, mixed residue comprised 20% of the substream, with R/C C&D adding another 15%. Together, the top ten material types comprised 70% of the substream. Table 11 shows the detailed composition results for the overall self-haul wastestream.

Table 10. Ten Most Prevalent Materials, Transfer Station Wastestream

Material Type	Mean %	Cum %	Tons
Mixed Residue	19.5%	19.5%	11,647
R/C C&D	14.7%	34.2%	8,811
Leaves & Grass	8.1%	42.4%	4,868
Prunings & Trimmings	6.0%	48.4%	3,586
Rock, Soil, and Fines	5.0%	53.3%	2,971
Mixed/Low Grade Paper	4.6%	58.0%	2,766
R/C Organic	3.4%	61.4%	2,044
Carpet	3.1%	64.5%	1,843
Clean Lumber	2.8%	67.2%	1,653
Food	2.7%	70.0%	1,633
Total	**70.0%**		**41,822**

Table 11. Detailed Composition Results, Transfer Station Wastestream

Material	Tons	Mean %	+/-	Material	Tons	Mean %	+/-
Paper	**7,354**	**12.3%**		**Organics**	**15,823**	**26.5%**	
OCC	822	1.4%	0.9%	Food	1,633	2.7%	1.1%
Paper Bags	77	0.1%	0.1%	Leaves & Grass	4,868	8.1%	3.2%
Newspaper	579	1.0%	0.3%	Prunings & Trimmings	3,586	6.0%	3.6%
White Ledger	276	0.5%	0.4%	Branches & Stumps	506	0.8%	0.7%
Colored Ledger	77	0.1%	0.1%	Agricultural Crop Residues	149	0.2%	0.4%
Other Office Paper	175	0.3%	0.2%	Manures	0	0.0%	0.0%
Magazines/Catalogs	283	0.5%	0.2%	Textiles	782	1.3%	0.4%
Phone Book/Directory	82	0.1%	0.1%	Carpet	1,843	3.1%	0.8%
Soiled Paper	675	1.1%	0.5%	Other Compostable Organic	411	0.7%	0.3%
Mixed/Low Grade Paper	2,766	4.6%	1.9%	R/C Organic	2,044	3.4%	0.9%
R/C Paper	1,542	2.6%	0.8%	**Construction/Demolition**	**18,746**	**31.4%**	
Glass	**1,529**	**2.6%**		Concrete	354	0.6%	0.4%
Clear Bottles and Containers	497	0.8%	0.4%	Asphalt Paving	154	0.3%	0.3%
Green Bottles and Containers	281	0.5%	0.2%	Asphalt Roofing	1,317	2.2%	1.4%
Brown Bottles and Containers	213	0.4%	0.2%	Clean Lumber	1,653	2.8%	0.6%
Other Bottles and Containers	75	0.1%	0.1%	Painted/Stained Wood	1,359	2.3%	0.7%
Flat Glass	139	0.2%	0.3%	Treated Wood	341	0.6%	0.5%
Florescent Bulbs	1	0.0%	0.0%	Clean Gypsum Board	812	1.4%	0.8%
R/C Glass	325	0.5%	0.4%	Painted/Demolition Gypsum	927	1.5%	0.8%
Metal	**1,584**	**2.6%**		Rock, Soil, and Fines	2,971	5.0%	2.1%
Tin/Steel Cans	114	0.2%	0.1%	Fiberglass insulation	48	0.1%	0.0%
Major Appliances (White Goods)	58	0.1%	0.2%	R/C C&D	8,811	14.7%	3.4%
Other Ferrous	285	0.5%	0.3%	**Special**	**1,309**	**2.2%**	
Aluminum Cans	37	0.1%	0.0%	Ash	0	0.0%	0.0%
Other Non-Ferrous	33	0.1%	0.0%	Treated Medical Waste	1	0.0%	0.0%
Covered Electronic Devices	0	0.0%	0.0%	Bulky Items	1,281	2.1%	0.6%
Other E-Waste	288	0.5%	0.4%	Tires	4	0.0%	0.0%
R/C Metal	769	1.3%	1.4%	R/C Special	23	0.0%	0.0%
Plastic	**1,758**	**2.9%**		**HHW**	**37**	**0.1%**	
HDPE Containers	56	0.1%	0.0%	Paint	6	0.0%	0.0%
PETE Containers	70	0.1%	0.0%	Vehicle & Equip. Fluids	0	0.0%	0.0%
Expanded Non-food Grade PS	58	0.1%	0.0%	Used Oil	0	0.0%	0.0%
Expanded Food Grade PS	26	0.0%	0.0%	Batteries	12	0.0%	0.0%
Misc. Plastic Containers	88	0.1%	0.1%	R/C HHW	18	0.0%	0.0%
Bag Film Plastic	400	0.7%	0.3%	**Mixed Residue**	**11,647**	**19.5%**	
Film Plastic	219	0.4%	0.3%	Mixed Residue	11,647	19.5%	5.9%
Durable Plastic Items	457	0.8%	0.3%	**Overall Weight**	**59,787**		
R/C Plastic	384	0.6%	0.2%	**# Samples**	**33**		

2.3 LIMITATIONS TO VISUAL CHARACTERIZATION METHODOLOGY

Research by Cascadia (with the CIWMB) has concluded that certain wastestreams are more accurately characterized using visual methods rather than hand-sorting. Loads of waste that exhibit either of the following qualities usually are better characterized through visual methods:

- The load includes numerous bulky items, such as beams, chunks of concrete, pieces of furniture, etc., and/or
- The waste was packed in the vehicle such that materials were stacked methodically or added to the vehicle "non-randomly," instead of being mixed homogeneously throughout the load. This condition describes many waste loads originating from C&D activities as well as many self-haul loads.

For these types of loads, visual characterization gives superior accuracy over hand-sorting with respect to bulky materials and other materials that are present in relatively large amounts. For example, visual characterization is an excellent method for estimating the amount of wood or concrete in a sample load from C&D activities.

On the other hand, visual characterization is not well suited for quantifying materials that are present in relatively small amounts. One reason for this is that the materials in question are often "hiding" under the surface of the load and thus may not be visible to the observer. It is the observer's job to strike a balance between "some" material observed and not overestimating that portion to the total sample load.

It is important to note that, for materials such as HHW, two scenarios often arise that affect the accuracy with which that material can be quantified:

- If the amount is small, but the material is distributed fairly uniformly throughout the wastestream, then hand-sorting provides a more accurate estimate of the quantity of the material than does visual characterization.
- If the amount is small, and the material occurs only infrequently in the wastestream (commonly seen with HHW and similar items), then neither hand-sorting nor visual characterization will provide a very reliable estimate of the quantity of the material. These kinds of materials simply are not well suited for quantification using random sampling techniques due to their inconsistent generation.

For the waste characterization estimates produced by a study such as this, emphasis should be placed on the confidence interval, or "margin of error" that is associated with each estimate. In the case of Paint in the Transfer Station wastestream, the mean estimate, based on the samples that were observed is 0.01 percent. However, paint was only observed in four samples (i.e., rarely), so the margin of error is fairly high. Statistically, then, we can be 90% confident that paint, with an error range of .008 percent, comprises between 0.002 percent (1 ton) and 0.018 percent (11 tons) of the Transfer Station wastestream.

Likewise, it should be noted that statistical sampling is intended to describe an entire wastestream. The only information that can be extracted from individual samples in isolation is anecdotal at best. If one sample was observed to contain batteries, the best conclusion that can be rendered is "some batteries are in the disposed wastestream," but the true amount cannot be reliably known.

3.0 HEATING VALUE AND METHANE POTENTIAL

3.1 INTRODUCTION

As part of this study, the County requested analysis of the higher heating value of disposed waste, and the potential methane generation. The purpose of this information is to assist potential vendors in their response to the County's RFP for the design and construction of a CT facility at the Tajiguas Landfill. It was determined that in order to obtain this information, SCS would research existing literature on the subject. The following is the result of the literature review and analysis.

3.2 HIGHER HEATING VALUE (BTU)

The Btu content of waste is expressed as Btu per pound (Btu/lb) of waste. The Btu content of municipal solid waste is well documented. Btu content is dependent on the composition of the wastestream. The Handbook of Solid Waste Management[1] indicates a range of 2,500 to 8,500 Btu per pounds of waste. The range is dependent on the definition of waste, and varies from 8,500 Btu/lb for trash, which is defined as "Highly combustible waste, paper, wood, cardboard, including up to 10% treated papers, plastic or rubber scraps; commercial and industrial sources", to 2,500 Btu/lb for garbage which is defined as Animal and vegetable wastes, restaurants, hotels, markets; institutional, commercial, and club sources. Refer to Table 12 for a listing of these values.

Table 12. Btu Values for Municipal Solid Waste

Description	Approx. Composition (% by weight)	Refuse as fired (Btu/lb)	Principal components
Trash	100%	8,500	Highly combustible waste, paper, wood, cardboard, including up to 10% treated papers, plastic or rubber scraps; commercial and industrial sources
Rubbish	Rubbish 80%; Garbage 20%	6,500	Combustible waste, paper, cartons, rags, wood scraps, combustible floor sweepings, domestic, commercial, and industrial sources
Refuse	Rubbish 50%; Garbage 50%	4,300	Rubbish and garbage; residential sources
Garbage	Rubbish 35%; Garbage 65%	2,500	Animal and vegetable wastes, restaurants hotels, markets; institutional, commercial, and club sources

[1] Handbook of Solid Waste Management, Second edition; Tchobanoglous, Kreith, 2002.

A more accurate method to determine Btu content of municipal solid waste is to utilize the Btu content for individual waste components, and apply those to the waste characterization data obtained as part of this study. The Handbook of Solid Waste Management provides Btu values for 15 components which are presented in Table 13. Description of the material categories from this study are indicated in the right-most column.

Table 13. Typical Heating Value of MSW Components[2]

Waste Type	Btu/lb	Material Category(ies) Used
Food wastes	2,000	Food
Paper	7,200	All Paper except Cardboard
Cardboard	7,000	Cardboard
Plastics	14,000	All Plastics
Textiles	7,500	Textiles
Rubber	10,000	Tires
Leather	7,500	R/C Organic, which includes leather products
Garden trimmings	2,800	Leaves & Grass, Prunings & Trimmings
Wood	8,000	Clean Lumber, Painted/Stained Wood, Treated Wood
Glass	60	All Glass
Tin cans	300	Tin/Steel Cans
Nonferrous metals	0	Aluminum Cans, Other Non-Ferrous
Ferrous metals	300	Major Appliances, Other Ferrous
Dirt, ashes, brick, etc.	3,000	Rock, Soil, and Fines, Ash
Municipal solid wastes	4,500	Mixed Residue

Using this data, combined with the waste characterization data obtained from the waste sorting, the following Btu values are calculated for the overall wastestream (Table 14):

[2] ibid.

Table 14. Btu Values for Waste Components

Material Type	Portion of Overall Wastestream	Inherent Energy (Btu/lb)	Total Energy Contribution (Btu/lb)
Food	19.2%	2,000	384
Paper (without cardboard)	14.7%	7,200	1,058
Cardboard	2.3%	7,000	164
Plastics	7.2%	14,000	1,014
Textiles	2.8%	7,500	212
Rubber	0.0%	10,000	0
Leather	3.5%	7,500	261
Garden trimmings	8.9%	2,800	248
Wood (clean, painted, treated)	7.4%	8,000	593
Glass	2.2%	60	1
Tin cans	0.4%	300	1
Nonferrous metals	0.3%	0	0
Ferrous metals	0.6%	300	2
Dirt, ashes, brick, etc.	2.0%	3,000	59
Municipal solid wastes	7.2%	4,500	323
Total	**78.7%**		**4,322**

3.3 BIOMETHANE POTENTIAL (BMP) OF THE WASTE

The potential methane generation capacity (Lo) depends on the type and composition of waste. The higher the cellulose content of the waste, the higher the value of Lo. A number of studies and models were evaluated for this study to identify the BMP of the waste disposed at the Tajiguas landfill[3].

The default value used by LandGEM landfill model is 170 cubic meters of methane per megagram of waste (m3/Mg). This is considered representative of MSW in a conventional landfill. It is represented in metric units of cubic meters per megagram to be consistent with the CAA. Other factors have been developed for different geographic regions and landfill types, for emission inventories. Those values range from 96 (wet bioreactor) to 100 (conventional). Representative methane values are presented in Table 15.

Table 15. Biomethane Potential

BMP Value (m^3/Mg)	Methane (ft^3/lb MSW)
100	1.6
170	2.7

[3] Biochemical Methane Potential of Municipal Solid Waste Components; J.M. Owens and D.P. Chynoweth, 1993.
Relationships between analytical methods utilized as tools in the evaluation of landfill waste stability, Kelly, et.al. 2005, Landfill Gas Emissions, Cooper, et al, 1992.

Appendix A

Definitions of Waste Component Material Types

DEFINITIONS OF WASTE COMPONENT MATERIAL TYPES

PAPER

1. **Uncoated Corrugated Cardboard** usually has three layers. The center wavy layer is sandwiched between the two outer layers. It does not have any wax coating on the inside or outside. Examples: This subtype includes entire cardboard containers, such as shipping and moving boxes, computer packaging cartons, and sheets and pieces of boxes and cartons. This subtype does not include chipboard.

2. **Paper Bags** means bags and sheets made from kraft paper. The paper may be brown (unbleached) or white (bleached). Examples: This subtype includes paper grocery bags, fast food bags, department store bags, and heavyweight sheets of kraft packing paper.

3. **Newspaper** means paper used in newspapers. This type does not include any subtypes. Examples: This type includes newspaper and glossy inserts found in newspapers, and all items made from newsprint, such as free advertising guides, election guides, plain news packing paper, stapled college schedules of classes, and tax instruction booklets.

4. **White Ledger Paper** means bleached, uncolored bond, rag, or stationery grade paper, without ground wood fibers. It may have colored ink on it. When the paper is torn, the fibers are white. Examples: This subtype includes white paper used in photocopiers and laser printers, and letter paper.

5. **Colored Ledger** means colored bond, rag, or stationery grade paper. When the paper is torn, the fibers are colored throughout. Examples: This subtype includes colored photocopy and letter paper. This subtype does not include fluorescent dyed paper or deep-tone dyed paper such as goldenrod colored paper.

6. **Other Office Paper** means other kinds of paper used in offices. Examples: This subtype includes manila folders, manila envelopes, index cards, white envelopes, white window envelopes, notebook paper, ground wood computer paper, junk mail, and carbonless forms. This subtype does not include white ledger, colored ledger, or computer paper.

7. **Magazines and Catalogs** means items made of glossy coated paper. This paper is usually slick, smooth to the touch, and reflects light. Examples: This subtype includes glossy magazines, catalogs, brochures, and pamphlets.

8. **Phone Books and Directories** means thin paper between coated covers. These items are bound along the spine with glue. Examples: This subtype includes whole or damaged telephone books, yellow pages, real estate listings, and some non-glossy mail order catalogs.

9. **Soiled Paper** means papers that were soiled during use. Examples: paper towels, used paper plates, waxed paper, waxed corrugated cardboard, and pizza box inserts.

10. **Mixed-Low Grade Paper** means items made mostly of paper that do not fit into any of the above subtypes. Paper may be combined with minor amounts of other materials such as wax or glues. This subtype includes items made of chipboard, ground wood paper, and deep-toned or fluorescent dyed paper. Examples: This subtype includes cereal and cracker boxes, unused paper plates, goldenrod colored paper, school construction paper, butcher paper, and hard cover and soft cover books, milk cartons, ice cream cartons, frozen food boxes, pulp paper egg cartons, unused pulp paper planters, and unopened junk mail.

11. **Remainder/Composite Paper** means items made mostly of paper but combined with large amounts of other materials such as wax, plastic, glues, foil, food, and moisture. Examples: This subtype includes paper cups, aseptic packages, plastic-coated paper milk cartons, blueprints, sepia, onion skin, tissue paper, fast food wrappers, carbon paper, self adhesive notes, and photographs.

GLASS

12. **Clear Glass Bottles and Containers** means clear glass beverage and food containers with or without a California Redemption Value (CRV) label. Examples: This type includes whole or broken clear soda and beer bottles, fruit juice bottles, peanut butter jars, and mayonnaise jars.

13. **Green Glass Bottles and Containers** means green-colored glass containers with or without a CRV label. Examples: This subtype includes whole or broken green soda and beer bottles, and whole or broken green wine bottles.

14. **Brown Glass Bottles and Containers** means brown-colored glass containers with or without a California Redemption Value (CRV) label. Examples: This subtype includes whole or broken brown soda and beer bottles, and whole or broken brown wine bottles.

15. **Other Colored Glass Bottles and Containers** means colored glass containers and bottles other than green or brown with or without a CRV label. Examples: This subtype includes whole or broken blue or other colored bottles and containers.

16. **Flat Glass** means clear or tinted glass that is flat. This type does not include any subtypes. Examples: This type includes glass window panes, doors, and table tops, flat automotive window glass (side windows), safety glass, and architectural glass. This subtype does not include windshields, laminated glass, or any curved glass.

17. **Fluorescent Bulbs** includes fluorescent light tubes and compact fluorescent bulbs (CFLs).

18. **Remainder/Composite Glass** means glass that cannot be put in any other type or subtype. It includes items made mostly of glass but combined with other materials. This type does not include any subtypes. Examples: This type includes Pyrex, Corningware, crystal and other glass tableware, mirrors, non-fluorescent light bulbs, and auto windshields.

METAL

19. **Tin/Steel Cans** means rigid containers made mainly of steel. These items will stick to a magnet and may be tin-coated. This subtype is used to store food, beverages, paint, and a variety of other household and consumer products. Examples: This subtype includes canned food and beverage containers, empty metal paint cans, empty spray paint and other aerosol containers, and bimetal containers with steel sides and aluminum ends.

20. **Major Appliances (white goods)** means discarded major appliances of any color. These items are often enamel-coated. Examples: This subtype includes washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. This subtype does not include electronics, such as televisions and stereos.

21. **Other Ferrous** means any iron or steel that is magnetic or any stainless steel item. This subtype does not include tin/steel cans. Examples: This subtype includes structural steel beams, metal clothes hangers, metal pipes, stainless steel cookware, security bars, and scrap ferrous items.

22. **Aluminum Cans** means any food or beverage container made mainly of aluminum. Examples: This subtype includes aluminum soda or beer cans, and some pet food cans. This subtype does not include bimetal containers with steel sides and aluminum ends.

23. **Other Non-Ferrous** means any metal item, other than aluminum cans, that is not stainless steel and that is not magnetic. These items may be made of aluminum, copper, brass, bronze, lead, zinc, or other metals. Examples: This subtype includes aluminum window frames, aluminum siding, copper wire, shell casings, brass pipe, and aluminum foil.

24. **Covered Electronic Devices** is defined by the State of California as CRT televisions and monitors, LCD television screens and portable DVD players, laptop computers, and plasma television screens, all with diagonal screen size 4" or larger.

25. **Other E-waste** means anything with a plug not included in other subtypes. Examples: This type includes brown goods (electronics and other small appliances) such as microwaves, stereos, VCRs, DVD players, Blu-ray players, radios, audio/visual equipment, computer-related electronics such as processors, mice, keyboards, laptops, disk drives, printers, modems, fax machines, small consumer electronics such as personal digital assistants (PDAs), cell phones, phone systems, phone answering machines, computer games and other electronic toys, portable CD players, camcorders, and digital camera.

26. **Remainder/Composite Metal** means metal that cannot be put in any other type or subtype. This type includes items made mostly of metal but combined with other materials and items made of both ferrous metal and non-ferrous metal combined. This type does not include any subtypes. Examples: This subtype includes motors, insulated wire, and finished products that contain a mixture of metals, or metals and other materials, whose weight is derived significantly from the metal portion of its construction.

PLASTIC

27. **HDPE Containers** means natural and colored HDPE (high-density polyethylene) containers. This plastic is usually either cloudy white, allowing light to pass through it (natural) or a solid color, preventing light from passing through it (colored). When marked for identification, it bears the number 2 in the triangular recycling symbol. Examples: This subtype includes milk jugs, water jugs, detergent bottles, some hair-care bottles, empty motor oil, empty antifreeze, and other empty vehicle and equipment fluid containers.

28. **PETE Containers** means clear or colored PETE (polyethylene terephthalate) containers. When marked for identification, it bears the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. The color is usually transparent green or clear. A PETE container usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent. Examples: This subtype includes soft drink and water bottles, some liquor bottles, cooking oil containers, and aspirin bottles.

29. **Expanded Polystyrene Non Food Grade** means non-food packaging and finished products made of expanded polystyrene. Includes foam packing and packing "peanuts" and excludes Styrofoam products such as cups, plates, and bowls.

30. **Expanded Food Grade Polystyrene** means "Styrofoam" products used to contain food such as "clamshells," cups, plates, and bowls.

31. **Miscellaneous Plastic Containers** means plastic containers made of types of plastic other than HDPE (high-density polyethylene) or PETE (polyethylene terephthalate). Items may be made of PVC (polyvinyl chloride), LDPE (low-density polyethylene), PP (polypropylene), or mixed resins. When marked for identification, these items may bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol. Examples: This subtype includes food containers such as bottles for salad dressings and vegetable oils, flexible and brittle yogurt cups, syrup bottles, margarine tubs, and microwave food trays. This subtype also includes some shampoo containers, vitamin bottles, and clamshell-like muffin containers.

32. **Bag Film Plastic** means flexible plastic sheeting. It is made from a variety of plastic resins including high-density polyethylene (HDPE) and low-density polyethylene (LDPE). It can be easily contoured around an object by hand pressure. This type does not include any subtypes. Examples: This type includes plastic garbage bags, food bags, dry cleaning bags intended for 1-time use, and grocery store bags.

33. **Film Plastic** means flexible plastic sheeting. It is made from a variety of plastic resins including high-density polyethylene (HDPE) and low-density polyethylene (LDPE). It can be easily contoured around an object by hand pressure. This type does not include any subtypes. Examples: This type includes agricultural film, packaging wrap, and food wrap. This type does not include rigid bubble packaging.

34. **Durable Plastic** Items means plastic objects other than containers and film plastic. This type also includes plastic objects other than containers or film that bear the numbers 1 through 7 in the triangular recycling symbol. These items are usually made to last for more than one use. Examples: This type includes plastic outdoor furniture, plastic toys and sporting goods, and plastic housewares, such as mop buckets, dishes, cups, and cutlery. This type also includes building materials such as house siding, window sashes and frames, housings for electronics such as computers, televisions and stereos, and plastic pipes and fittings.

35. **Remainder/Composite Plastic** means plastic that cannot be put in any other type or subtype. This type includes items made mostly of plastic but combined with other materials. This type does not include any subtypes. Examples: This type includes auto parts made of plastic attached to metal, plastic bubble packaging, drinking straws, produce trays, cookie trays found in cookie packages, plastic strapping, and new Formica, vinyl, or linoleum, and plastic lids.

OTHER ORGANIC

36. **Food** means food material resulting from the processing, storage, preparation, cooking, handling, or consumption of food. This type includes material from industrial, commercial, or residential sources. This type does not include any subtypes. Examples: This type includes discarded meat scraps, dairy products, egg shells, fruit or vegetable peels, and other food items from homes, stores, and restaurants. This type includes grape pomace and other processed residues or material from canneries, wineries, or other industrial sources.

37. **Leaves and Grass** means plant material, except woody material, from any public or private landscapes. Examples: This subtype includes leaves, grass clippings, plants, and seaweed. This subtype does not include woody material or material from agricultural sources.

38. **Prunings and Trimmings** means woody plant material up to 4 inches in diameter from any public or private landscape. Examples: This subtype includes prunings, shrubs, and small branches with branch diameters that do not exceed 4 inches. This subtype does not include stumps, tree trunks, or branches exceeding 4 inches in diameter. This subtype does not include material from agricultural sources.

39. **Branches and Stumps** means woody plant material, branches and stumps that exceed 4 inches in diameter from any public or private landscape.

40. **Agricultural Crop Residues** means plant material from agricultural sources. Examples: This subtype includes orchard and vineyard prunings, vegetable by products from farming, residual fruits, vegetables, and other crop remains after usable crop is harvested. This subtype does not include processed residues from canneries, wineries, or other industrial sources.

41. **Manures** means manure and soiled bedding materials from domestic, farm, or ranch animals. Examples: This subtype includes manure and soiled bedding from animal production operations, race tracks, riding stables, animal hospitals, and other sources.

42. **Textiles** means items made of thread, yarn, fabric, or cloth. Examples: This subtype includes clothes, fabric trimmings, draperies, and all natural and synthetic cloth fibers. This subtype does not include cloth covered furniture, mattresses, leather shoes, leather bags, or leather belts.

43. **Carpet** means flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. This subtype does not include carpet padding.

44. **Other Compostable Organic** means organic material that cannot be putin any other type or subtype. This type includes items made of compostable organic material. This type does not include any subtypes. Examples: This type includes cork, hemp rope, hair, small wood products (such as Popsicle sticks, tooth picks, and picture frames), and animal feces.

45. **Remainder/Composite Organic** means organic material that cannot be put in any other type or subtype. This type includes items made mostly of organic materials, but combined with other material types. This type does not include any subtypes. Examples: This type includes leather items, carpets, garden hoses, rubber items, carpet padding, cigarette butts, diapers, and feminine hygiene products.

CONSTRUCTION AND DEMOLITION

46. **Concrete** means a hard material made from sand, aggregate gravel, cement mix and water. Examples: This type includes pieces of building foundations, concrete paving, and concrete blocks.

47. **Asphalt Paving** means a black or brown, tar-like material mixed with aggregate used as a paving material.

48. **Asphalt Roofing** means composite shingles and other roofing material made with asphalt. Examples: This type includes asphalt shingles and attached roofing tar and tar paper.

49. **Clean Lumber** means processed wood for building, manufacturing, landscaping, packaging, and processed wood from demolition. This type does not include any subtypes. Examples: This type includes dimensional lumber, lumber cutoffs, engineered wood such as plywood and particleboard, wood scraps, pallets, wood fencing, wood shake roofing, and wood siding.

50. **Painted/Stained Wood** means wood that has had an external coating applied like handrails or finished furniture.

51. **Treated Wood** means wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood and the chemical preservative is registered pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 136 and following). This includes wood that has been pressure treated, chemically treated (with copper etc.) or treated with creosote (e.g. railroad ties, marine timbers and pilings, landscape timbers, and telephone poles).

52. **Gypsum Board** means interior wall covering made of a sheet of gypsum sandwiched between paper layers. Examples: This type includes used or unused, broken or whole sheets. Gypsum board may also be called sheetrock, drywall, plasterboard, gypboard, gyproc, or wallboard.

53. **Painted/Demolition Gypsum Board** means painted gypsum wallboard or interior wall covering made of a sheet of gypsum sandwiched between paper layers. Examples: This category includes used or unused, broken or whole sheets. Gypsum board may also be called sheetrock, drywall, plasterboard, gypboard, gyproc, or wallboard.

54. **Rock, Soil and Fines** means rock pieces of any size and soil, dirt, and other matter. Examples: This type includes rock, stones, and sand, clay, soil and other fines. This subtype also includes non-hazardous contaminated soil.

55. **Fiberglass insulation** means any of the various types of synthetic fiber insulation including both faced and unfaced batts and rigid board types. Used in ceilings, walls and around ducting for both thermal insulation and sound attenuation.

56. **Remainder/Composite Construction and Demolition** means construction and demolition material that cannot be put in any other type or subtype. This type may include items from different categories combined, which would be very hard to separate. This type does not include any subtypes. Examples: This type includes brick, ceramics, tiles, toilets, and sinks. This type may also include demolition debris that is a mixture of items such as plate glass, wood, tiles, and aluminum scrap.

HOUSEHOLD HAZARDOUS WASTE

57. **Paint** means containers with paint in them. This type does not include any subtypes. Examples: This type includes latex paint, oil based paint, and tubes of pigment or fine art paint. This type does not include dried paint, empty paint cans, or empty aerosol containers.

58. **Vehicle and Equipment Fluids** means containers with fluids used in vehicles or engines, except used oil. This type does not include any subtypes. Examples: This type includes used antifreeze and brake fluid. This type does not include empty vehicle and equipment fluid containers.

59. **Used Oil** means the same as defined in Health and Safety Code section 25250.1(a). This type does not include any subtypes. Examples: This type includes spent lubricating oil such as crankcase and transmission oil, gear oil, and hydraulic oil.

60. **Batteries** means any type of battery including both dry cell and lead acid. This type does not include any subtypes. Examples: This type includes car, flashlight, small appliance, watch and hearing aid batteries.

61. **Remainder/Composite Household Hazardous** means household hazardous material that cannot be put in the Paint, Automotive Fluids, Used Oil, or Batteries subtypes. This type

also includes household hazardous material that is mixed. This type does not include any subtypes. Examples: This type includes household hazardous waste which if improperly put in the solid waste stream may present handling problems or other hazards.

SPECIAL WASTE

62. **Ash** means a residue from the combustion of any solid or liquid material. This type does not include any subtypes. Examples: This type includes ash from fireplaces, incinerators, biomass facilities, waste-to-energy facilities, and barbecues. This subtype also includes ash and burned debris from structure fires.

63. **Treated Medical Waste** has the same meaning as treated medical waste in Section 25123.5 of the Health and Safety Code. This type does not include any subtypes.

64. **Bulky Items** means large hard to handle items that are not defined separately, including furniture, mattresses, and other large items. This type does not include any subtypes. Examples: This type includes all sizes and types of furniture, mattresses, box springs, and base components.

65. **Tires** means vehicle tires. This type does not include any subtypes. Examples: This type includes tires from trucks, automobiles, motorcycles, heavy equipment, and bicycles.

66. **Remainder/Composite Special Waste** means special waste that cannot be put in any other type. Examples: This type includes asbestos-containing materials, such as certain types of pipe insulation and floor tiles, auto fluff, auto bodies, trucks, trailers, truck cabs, untreated medical waste/pills, and artificial fireplace logs.

MIXED RESIDUE

67. **Mixed Residue** means material that cannot be put in any other type or subtype in the other categories. This category includes mixed residue that cannot be further sorted. This category does not include any types or subtypes. Examples: This type includes residual material from a materials recovery facility or other sorting process that cannot be put in any of the previous remainder/composite types, and clumping kitty litter.

APPENDIX F

FACILITY REQUIREMENTS

General Facility Description

The Facility shall be an anaerobic digestion, thermal processing, biological/mechanical or chemical processing facility which recycles and/or converts Acceptable Waste into marketable products (fuel, electricity, compost or other marketable products) to achieve significant diversion from disposal of MSW at the Tajiguas Landfill.

The Facility shall have a Rated Capacity sufficient to handle the aggregate Maximum Annual Delivery Threshold of the Public Participants which is 222,756 TPY or 718 TPD (based on a minimum Availability Guarantee of 85%).

The Facility shall have a minimum of two independent processing lines and a maximum of seven independent processing lines, unless the Proposer can demonstrate the need for and viability of a greater number of lines. Each process line shall be identical. All waste receiving, storage, recycling, processing and product storage areas are to be fully enclosed with appropriate odor, noise and dust control.

The Facility shall include all elements necessary to receive, recycle, process, and convert Acceptable Waste to marketable products and store products prior to shipping. In general, these elements include:

- an access road to the Site, which may share existing Landfill roadways, as applicable;
- a weigh station, which may be the County's scale house if desired by the Contractor;
- an enclosed waste receiving building and storage facilities;
- transfer facilities for Unacceptable Waste, Bypassed Waste, Unprocessible Waste, Residue, and products;
- pre-conversion waste recycling and processing facilities (as applicable);
- a minimum of two independent conversion process trains;
- synthesis gas or biogas cleaning systems (if applicable);
- post-conversion product recovery facilities (if applicable);
- enclosed product storage area(s);
- enclosed Residue processing and Residue recycling facilities (if applicable);
- air pollution control (APC) equipment (if applicable);

- stack (if applicable);
- noise and odor control;
- water use and wastewater reuse and control equipment;
- electrical interconnection;
- water service to the Facility;
- interconnection of all other Site utilities as applicable;
- instrumentation and controls;
- a control room;
- administrative offices;
- visitors and public education center;
- general facility features – buildings and grounds, utility, chemical and supplemental fuel handling;
- maintenance facilities;
- laboratory facilities; and
- all appurtenances and equipment thereto.

General Design and Construction Standards

The Facility shall be designed and constructed in accordance with Applicable Law, Good Industry Practice, Good and Accepted Construction Practice, and applicable design and construction codes and standards. Proposers shall take note of the local climatology and seismology and design the Facility accordingly for anticipated conditions and in accordance with related codes and requirements. All materials and equipment shall be new and unused, be of heavy-duty construction and of quality suitable and commonly used for high availability, long-term service in utility applications. The Facility shall be designed and constructed utilizing equipment and processes proven to be reliable in similar applications. The Facility shall be designed and constructed for a minimum useful life of thirty (30) years.

Applicable Codes and Standards

The Contractor shall perform, or cause to be performed, all work in strict accordance with the latest applicable codes and standards including, but not limited to, the following (as applicable):

- Air Moving and Conditioning Association (AMCA)
- Aluminum Association (AA)
- American Association of State Highway and Transportation Officials (AASHTO)
- American Boiler Manufacturers Association (ABMA)

- American Concrete Institute (ACI)
- American Gear Manufacturer Association (AGMA)
- American Institute of Steel Construction (AISC)
- American Iron and Steel Institute (AISI)
- American Institute of Timber Construction (AITC)
- American National Standards Institute (ANSI)
- American Petroleum Institute (API) for Storage Tanks
- American Society of Mechanical Engineers (ASME), including, but not limited to:
  - Power Boilers
  - Material Specifications
  - Non-Destructive Examination
  - Pressure Vessels
  - Welding
- American Society for Testing and Materials (ASTM)
- American Society for Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
- American Wood Preservers Association (AWPA)
- American Welding Society
- American Water Works Association (AWWA)
- Antifriction Bearing Manufacturers Association (AFBMA)
- Applicable Federal, State and local laws and codes involving public safety, health and environmental agencies, under whose jurisdiction work is being performed
- Commercial Standard for Industrial Aluminum and Galvanized Steel Chain Link Fencing
- Concrete Reinforcing Steel Institute Handbook and Supplements (CRSI)
- Conveyor Equipment Manufacturers Association (CEMA)
- Crane Manufacturers Association of America (CMMA)
- Cooling Tower Institute (CTI)
- Environmental Protection Agency (EPA)
- Factory Mutual Engineering Corporation (FM)
- Federal Aeronautics Authority (FAA)
- Heat Exchangers Institute (HEI)

- Hydraulic Institute
- Industrial Gas Cleaning Institute
- Insulated Cable Engineer's Association (ICEA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Instrument Society of America (ISA)
- International Mechanical Code (IMC)
- International Plumbing Code (IPC)
- International Standards Organization (ISO)
- National Board of Fire Underwriters (NBFU)
- National Bureau of Standards (NBS)
- National Electrical Code (NEC)
- National Fire Protection Association (NFPA)
- National Electrical Manufacturers Association (NEMA)
- National Electrical Safety Code (NESC)
- Occupational Safety and Health Act (OSHA)
- Portland Cement Association
- Rubber Manufacturers Association
- Sheet Metal and Air Conditioning Constructor's National Association
- Steel Structures Painting Council (SSPC)
- Standard Building Code (SBC)
- Thermal Insulation Manufacturers Association
- Tubular Exchange Manufacturers Association
- Underwriters Laboratory, Incorporated (UL)
- California State Building Code, as amended and updated
- County of Santa Barbara Building Code, as amended and updated
- Appropriate codes and standards specific to California.

Design Requirements

Landscape Design Requirements

Landscaping shall be used to minimize the visual and aesthetic impacts of the Facility. Only trees, plantings and grasses native to the Gaviota Coast shall be used.

Architectural Design Requirements

The architectural features of the Facility shall be contemporary and shall blend in with the surrounding terrain and natural setting. The use of metal siding is not acceptable. Metal panels may be used with strategically placed glass, brick, concrete or precast concrete to give the Facility a modern appearance. If metal panels are proposed, they shall be rust resistant with proper treatment and maintenance to ensure a pleasing appearance at all times. All Facility buildings must be designed to meet at least minimum LEED certification requirements to the extent possible.

Site Design Requirements

The Facility shall be located on the Site described in Section 2 and presented in Appendix D. The Proposer shall arrange the Facility on the Site to minimize noise, odor, lighting and visual impacts on surrounding land users. All roads within the boundary of the Site are to be paved with asphalt or concrete. The roads shall be capable of accommodating fire and other safety vehicles, delivery vehicles for waste and supplies, vehicles for removing Residue, products and recovered materials, maintenance vehicles and equipment, and all other vehicles that will have cause to be on the Facility Site. Existing Landfill roads that will be shared by the Contractor and the County and that are not currently paved do not have to be paved by the Contractor. All disturbed areas are to be covered with either pavement, crushed stone, or re-planted with native grasses.

Paved parking shall be provided for employees and visitors. Spaces shall be provided to accommodate the maximum number of employees during an operating shift and at least fifteen additional spaces for visitors, or more as required by applicable codes.

The Site drainage system shall be designed to control all surface water run-off from buildings and disturbed areas. Catch basins shall include oil and grease traps and allow for sediment collection.

The Facility shall have adequate security features, including a minimum eight-foot-high chain-link fence. Gates shall be lockable, and have an automatic closure feature.

A permanent entrance sign, approved by the County and Public Participants and constructed of masonry materials with non-deteriorating letters, compatible with the architecture of the Facility, shall be provided at the entrance to the Landfill as well as at the entrance to the Site.

Outdoor lights shall provide adequate lighting for safely operating and maintaining the Facility at nighttime.

Weigh Station

The Facility shall be equipped with one automatic weighing station, suitable for weighing all types of vehicles that may deliver waste or other materials to or from the Facility. The Contractor may use the County's existing weigh station located at the entrance to the Landfill.

A weigh station on the Site shall be properly located to avoid queuing of vehicles off the Site. Any queuing that occurs off the Site on Landfill roadways must be accomplished in a manner that does not interfere with use of Landfill roadways for other purposes. No queuing shall occur off the Landfill property. It shall be used to record the quantity of solid waste delivered to the Facility, Residue leaving the Site, Bypassed Waste, Unprocessibles and Unacceptable Waste unloaded at the Facility and reloaded for disposal, and materials to be marketed. The weigh station shall consist of two (2) identical scales, each with a minimum weighing capacity of sixty (60) tons. If a scale house is constructed, it shall be designed with the same architectural treatment as other Facility buildings and shall be equipped with lavatory facilities, communication systems, and all necessary equipment and facilities to fully support scale-house operations.

All scales shall each have a minimum platform dimension of seventy (70) feet in length and twelve (12) feet in width. Each scale shall be equipped with a digital weight meter and integrated with a data processing system capable of listing: vehicle number; delivery date and time; gross, net and tare weights; and the daily total of the net weight.

Waste Receiving

The waste receiving area and storage area shall be in a totally enclosed building with roll-up doors at a truck entrance and exit. A single door for the tipping floor entrance and exit is acceptable if Proposers can demonstrate that truck traffic flow is not impeded. In this instance, the Proposal layout drawings shall clearly indicate the flow of truck traffic within the waste receiving building, and at the building entrance/exit. To accommodate weekends and holidays, the Facility shall have waste receiving and storage capacity for three days of delivery at the Rated Capacity. There shall be adequate space provided to tip and inspect waste loads, as required. Also, the tipping area shall have an adequate space sufficient in size for unloading of multiple trucks thereby minimizing queuing of trucks waiting to unload.

The waste receiving area shall be a clear span, with no interior columns and have a sufficient clearance above the tip floor to the lowest obstruction to support unloading of transfer trailers and other waste delivery vehicles. Bollards, concrete or other protective barriers shall be used to protect all walls, columns and roll-up doors from potential damage caused by waste delivery trucks. The entire tipping floor area surface shall be protected with an abrasion resistant coating (or an alternative treatment can be provided if equivalent performance can be demonstrated) to prevent damage due to vehicle traffic and front-end loader operation.

The Waste Receiving and Storage Area shall be kept under a negative pressure by continuously withdrawing air from the building. All exhaust air from the receiving and storage buildings shall be subjected to continuous odor control.

Waste Storage – Pit

If waste storage is provided by a pit, the columns between the pit and the tipping floor shall be spaced to provide a minimum clearance of twelve (12) feet for each truck-unloading bay. An adequate area of the tipping floor shall be accessible to overhead cranes, if applicable, at each end of the pit to transfer waste out of the pit. The pit and storage area above the pit shall be capable of storing three (3) times the Rated Capacity of the Facility.

If the pit is constructed below the groundwater table, it shall be made watertight and leak proof to prevent groundwater infiltration and/or leaks.

If waste shall be loaded out of the storage pit to the recycling, pre-processing or to the conversion system using overhead traveling cranes, a minimum of two are required. If two cranes are supplied, they shall have a combined solid waste handling capacity of at least two (2) times the Rated Capacity of the Facility. If three or more cranes are supplied, they shall have a combined solid waste handling capacity of at least one and one-half (1-1/2) times the Rated Capacity of the Facility. The cranes shall span the entire length and width of the storage pit, the recycling, pre-processing or conversion system charging areas, and any Unprocessible Waste roll-off container location(s). The crane laydown areas shall be located so that a crane shall be capable of reaching the above locations. If roll-off containers are located at both ends of the pit, these locations can also be used as the crane laydown areas.

The cranes shall be operated from a stationary control room or pulpit with controlled atmosphere using outside (not waste storage area) air and providing an unobstructed view of the entire solid waste storage pit, recycling, pre-processing facility or conversion system charging areas, and the tipping bays. Each crane shall have a separate control station. A communication system shall be provided which will allow the crane operator to have oral communication with the Facility control room, the tipping floor, the scale house, and the operators of the front-end loaders on the tipping floor.

Any waste delivery system supplied shall be fitted with a mechanism for measuring the weight of waste delivered to recycling, pre-processing and conversion systems during tests.

Waste Storage – Tipping Floor

If waste storage is provided on a tipping floor, the exterior "push walls" shall be concrete and shall be at least as high as the maximum pile height. The tipping floor storage volume shall be sized for a minimum storage of three (3) times the Rated

Capacity of the Facility, all without limiting the number of truck bays available for dumping waste, or restricting access to the feed conveyors.

Materials Recycling and Pre-Conversion Waste Processing

The Contractor may furnish a materials recycling and pre-conversion processing system for material recovery and/or to produce a prepared feedstock for the conversion technology. There shall be a minimum of two independent material processing trains each of sufficient capacity to support the continuous or batch operation of the conversion process if intermediate storage is not provided. If intermediate storage is provided, it shall be sufficient, in combination with the supplied pre-conversion waste recycling and processing equipment, to support the continuous or batch operation of the conversion process.

All material recycling and pre-processing equipment and storage shall be within a totally enclosed building. Any mechanical shredders used in the material processing trains shall be housed in an isolated concrete structure with an explosion relief vent. Explosion and fire detection systems shall be provided, and interlocked with a fire suppression system.

Any conveyor transporting conversion technology feedstock outside a building shall be fully enclosed with a fixed metal cover.

All conversion technology feedstocks from recycling and pre-conversion waste processing shall be stored in a fully enclosed building. The materials recycling and pre-conversion waste processing building or area shall be kept under a negative pressure by continuously withdrawing air. All exhaust ventilation air shall be subjected to dust and odor control. The specific intent is that no air which comes in contact with waste during recycling or pre-conversion waste processing can be released to the ambient environment, without that air first having been subjected to effective controls for odor and dust. This request can be met by controlling all air in the recycling and pre-conversion waste processing building or, if effective odor and dust control can be provided, by aspirating and treating the air from the immediate vicinity of the processing equipment.

If a wet recycling and wet pre-conversion waste processing system is used, all material processing equipment and storage shall be protected from freezing, as necessary. All conversion technology feedstocks shall be stored in fully enclosed vessels, or equivalent, which also are protected, as necessary, from freezing. The vessels shall be fitted with pressure relief valves suitable for the design rating of the vessels.

Conversion Processes

Conversion processes supplied, and their associated appurtenances, shall be designed, furnished and installed to provide a minimum of two (2) units and a maximum of seven (7) units (unless the Proposer can demonstrate the need for and

viability of a greater number of units), which shall be similar to the design of units previously built by the Contractor (or its licensor). The combination of the conversion process units shall support a Facility which shall have the capability by design to operate at an annual rate of no less than eighty-five percent (85%) of its Rated Capacity. The proposed units (two or more), and ancillary systems must all be identical.

Gasifier Units

For purposes of this procurement, a solid waste gasification system is defined as an enclosed thermal device that limits oxygen to prevent full oxidation; vitrifies, slags or produces a non-hazardous char from the inorganic feed materials; produces a synthesis gas from feed materials that is used to produce renewable electricity and/or fuels; is capable of synthesis gas cleaning prior to use; and is capable of being tested or equipped with monitoring devices to ensure the quality of the synthesis gas. Any gasifier units supplied must meet this definition.

The gasifier units may be provided for operation without the introduction of air or oxygen into the system (i.e., pyrolytic) or with the controlled introduction of limited amounts of air or oxygen (i.e., sub-stoichiometric). The gasifier units shall include all equipment and appurtenances for introduction of the feedstock into each unit. As applicable, each unit shall also include, but shall not be limited to, any auxiliary burner systems, reactor vessels and refractory, solid products and residuals collection systems, and synthesis gas quench and cleanup systems. If supplied, synthesis gas cleanup systems shall include removal of particulate matter, sulfur, chlorine and volatile metals.

If oxygen is used in the gasifier, an on-site oxygen plant shall be furnished to provide the necessary purity of oxygen to the gasifier units. A minimum of three (3) days of on-site oxygen storage shall be provided, unless the Proposer can demonstrate the viability of lesser storage. Redundancy shall be provided for oxygen plant equipment requiring long lead-time for replacement parts.

Anaerobic Digestion Units

Anaerobic digestion conversion units shall include all equipment and appurtenances for introduction of feedstocks into each unit. As applicable, each unit shall also include, but shall not be limited to, any heating systems, reactor vessels or enclosures, solid products and residuals removal systems, and biogas cleanup systems. Biogas cleanup systems shall include, as applicable, sulfur removal and siloxane removal.

Other Conversion Units

Other conversion units shall consist of an integrated system of processing equipment, including all equipment and appurtenances for the conveyance of

materials through the processing steps (including introduction of feedstocks), any heating systems, vessels and enclosures, mechanical processing equipment, and solid products and residuals removal systems.

Post-Conversion Product Recovery Facilities

The product and recovered materials processing systems shall be designed for the maximum quantity produced by the Facility operating at its Rated Capacity. Product and recovered materials storage shall be enclosed and shall provide for anticipated schedules for off-site shipment or distribution schedules and the Rated Capacity of the Facility. At a minimum, three days storage capacity shall be provided. Should the products or recovered materials be dusty or odorous, controls shall be supplied for prevention of odor and dust.

Feedwater System

Any necessary process feedwater system shall be sized for the Rated Capacity of the Facility, and include pumps, heaters, feedwater treatment systems, as determined necessary by the Contractor for optimal operation (e.g., minimization of water use, maximization of thermal efficiency). Any feedwater system pumps shall include a minimum of two (2) each with a pumping capacity equal to the greater of the continuous design rated flow rate required to satisfy the system requirements.

If a boiler feedwater treatment system shall be provided to treat make-up water to the feedwater system, the boiler feedwater treatment system shall satisfy, at a minimum, American Boiler Manufacturers' Association (ABMA) boiler water quality standards for the design steam conditions.

Any feedwater treatment system shall include a treated make-up water storage tank. Wastewater from the treatment system shall be reused in the conversion process to the maximum extent possible, and any remaining wastewater may be evaporated or sewered if it meets sewer discharge limits.

Power Generating Processes

If electricity is a product of the conversion technology, power generating processes shall be fully integrated with the supplied conversion technology and with the electrical distribution and export systems at the Facility. All equipment must meet local utility interconnection requirements. Depending on the particular process used to generate electricity, the following specifications apply.

Thermal Oxidizer/Waste Heat Boiler/Steam Turbine-Generator

Electricity may be produced from synthesis gas or biogas using a thermal oxidizer, waste heat boiler, steam turbine generator system. If applicable, such a system shall include one (1) or more thermal oxidizers for the processing of synthesis gas from the gasifier units or biogas from the biological

units. An auxiliary burner shall be provided with a reliable, supplemental fuel supply to ensure achievement of a minimum oxidation temperature of 1,800 degrees Fahrenheit at all times (instantaneous) that synthesis gas is being generated by the gasifier unit or biogas is being generated by the biological unit (i.e., during startup, shutdown and continuous operation). If more than one (1) thermal oxidizer is supplied, all shall have identical design and appurtenances.

The Contractor shall select, furnish and install one (1) or more waste heat recovery boilers for the recovery of heat generated by the thermal oxidizer. If more than one (1) waste heat recovery boiler is supplied, the proposed units must have identical steam generation conditions and equipment. As necessary, the waste heat boilers shall include all appurtenances, including but not limited to, soot cleaning systems, steam drums, support steel, and cleanout access.

The Contractor shall select, furnish, and install one (1) or more steam powered turbine-generator sets to utilize the steam generated from the Facility. The set shall generate electricity and provide for extracted steam for in-plant, Facility use. The turbine-generator shall be completely enclosed within a building and include an overhead crane and adequate laydown area for maintenance. A Proposer may provide alternative means (other than an overhead crane) for servicing the Turbine-Generator provided in alternative system can be demonstrated to be adequate. In such a case, the Proposal shall describe how the Turbine-Generator will be serviced. The steam turbine shall be of the condensing type and shall have extraction for steam for in-plant use. The steam turbine-generator shall be sized to operate at the maximum continuous rating of the Facility. A turbine lubrication system shall be provided and protected by an auxiliary power supply, automatically engaged and transferred to protect the turbine bearings if normal power fails. A turning gear shall be provided.

The steam main from the superheater manifold to the turbine shall allow for steam to bypass the turbine and pass directly to a dump condenser.

Reciprocating Internal Combustion Engine-Generators

Electricity may be produced from synthesis gas or biogas using reciprocating internal combustion engines-generators. A minimum of two (2) identical engine-generators shall be provided. Sufficient engine-generator capacity shall be provided to utilize all synthesis or biogas gas generated when processing the Rated Capacity of the Facility of waste with one engine-generator off-line.

The engine-generator ancillary systems shall include, but are not limited to, compressed air or other starting system, engine cooling systems, lube oil systems, controls, and electrical synchronization equipment.

Combustion Turbine Generators

Electricity may be produced from synthesis gas or biogas using a combined cycle combustion turbine. If applicable, one (1) or more combustion turbine generators, each with a duct burner, and one (1) or more steam turbine generators for combined cycle operation shall be provided. As applicable, the combustion turbine shall be provided with all necessary fuel supply appurtenances, lubrication systems and cooling systems. If required for continuous operation, provision for a reliable supplemental fuel supply shall be made. Each duct burner shall be integrated with each combustion turbine and allow for modulated operation. If more than one combustion turbine and duct burner system is supplied, the systems shall be identical. The steam turbine generator shall meet the specifications set forth herein.

Residue Handling Systems

The Residue removal, processing and storage systems shall be enclosed in a building and shall be designed for the maximum Residue quantity resulting from maximum waste processing at the Facility for the Rated Capacity. Residue storage shall be provided for not less than three (3) days of operation at the Facility Rated Capacity.

The floor surface of the storage bunkers and the floor area extending thirty (30) feet from such bunkers in the residue storage building shall be protected with an abrasion resistant coating (or an alternative treatment can be provided if equivalent performance can be demonstrated). If the Residue is capable of generating dust, the building shall be kept under negative pressure with the air filtered by a baghouse prior to being discharged to the atmosphere at or above the residue building roof elevation. If the Residue is odorous or dusty, odor and dust control shall be provided.

The combination of any fly ash with other process Residue is allowed in accordance with Federal guidance, but is not required. If fly ash is generated by air pollution control systems, removal conveyors may be supplied to convey fly ash from any boiler hoppers, dry scrubbers, and/or baghouses, and to combine it with any other residues prior to discharge into Residue storage. Any outdoor conveyors shall be enclosed. If applicable, the fly ash removal system shall also be designed and sized to collect, handle, and store any lime and collected salts discharged from the dry acid gas scrubbing or dry injection and baghouse collection equipment. The Contractor shall select the type of conveying system; however, hydraulic systems are not acceptable. If a vibrating pan conveyor is used for the main Residue conveyor, it shall have multiple drives and be capable of operation on a timed cycle. If screw conveyors or other dry conveying means are used, then the final discharge point shall have a water spray or quench system so that nuisance dust is avoided.

The equipment and facilities related to gasification technologies for handling and storage of Residue shall, at a minimum, comply with the requirements of the New

Source Performance Standard (NSPS) Subpart Eb, restricting fugitive emissions of Residue dust.

The Residue removal and storage areas shall have an adequate number of floor drains with floors sloped to the drains, and sufficient hoses for wash down to maintain clean conditions and prevent dust from leaving the area. Drained water shall be reused in the Facility.

Air Pollution Control

The Contractor shall meet the environmental design and performance specifications as required by all permits to construct and operate the Facility. For Proposal purposes, the requirements defined below shall be the basis for design and performance for those technologies that combust synthesis gas or biogas for the production of electricity.

For the technologies which do not pre-clean synthesis gas, the air pollution control equipment shall include but not be limited to acid gas scrubbing (wet, dry or semi-dry), and wet scrubbers and/or baghouses for particulate control. In all cases where synthesis gas or biogas is used on site to generate electricity, NOx control is required. The NO_x control system shall be either of the Selective Non-Catalytic Reduction (SNCR) type or the Selective Catalytic Reduction (SCR) type, as applicable. The NSPS Subpart Eb requires use of carbon injection for all gasification technologies, however, if the technology supplier can produce a waiver from U.S. EPA based on an alternate technology that can demonstrate equivalency, such waiver shall be deemed an acceptable alternative to a carbon injection system. A complete air pollution control system shall be furnished for each synthesis gas or biogas power generation train (i.e., thermal oxidizer/waste heat boiler, reciprocating internal combustion engine, or combustion turbine/duct burner, as applicable). The air pollution control system for any gasification conversion technology shall, at a minimum, be capable of meeting the NSPS Subpart Eb requirements, as well as applicable State and local requirements.

Stacks

For the technologies that use the biogas or syngas on site to generate electricity, one or more main stacks shall be supplied. Air pollution control bypass or dump stacks may be technically necessary for safe operation of certain gasifier units or biological units, in which case they shall be supplied.

The Contractor shall design, furnish, and install one or more main stacks, as necessary. A separate flue shall be supplied for each synthesis gas or biogas combustion train (i.e., thermal oxidizer/waste heat boiler, reciprocating internal combustion engine, or combustion turbine/duct burner, as applicable). The stack shall: (a) be designed in compliance with Good Engineering Practice as defined in 40 CFR 51.1(ii); and (b) be grounded. Sampling locations shall be provided as required by the U.S. EPA and State and local requirements. Permanent platforms and access

to the sampling locations shall be provided. The stack(s) shall be designed with insulated flue walls to prevent condensation at all times, and shall be of corrosion resistant construction. The exterior of the stack shall match or complement the architectural treatment (including color) of the Facility, as applicable.

As applicable, if air pollution control bypass or dump stacks are necessary for safe operation of a gasifier or biological unit, the operation of each individual bypass or dump stack shall be limited on an hourly basis as required by the U.S. EPA or State and/or local agencies, and monitoring systems shall be designed and provided to track the hours of operation of such stacks. For dump stacks that will handle combustible gases (i.e., synthesis gas from a gasifier unit or biogas from a biological unit), an automatically activated flare system is required to be included in such stack.

Water Use and Wastewater Control

Process make-up water and water for potable and sanitary uses must be drawn from groundwater sources, within the limitations of supply.

All process wastewater, including but not limited to, cooling tower blowdown, boiler blowdown, and washdown water, shall be used within the Facility to the greatest extent possible. There is no sewer service to the site.

Condenser Systems

If applicable, the steam turbine-generator shall have a water-cooled shell and tube condenser with shop-fabricated and shop-installed tubes and connections. It shall be designed in accordance with the HEI Standards and other applicable standards for the expected turbine exhaust flow. Two (2) condensate pumps shall be furnished with the condenser, and each pump shall be sized at 100 percent (100%) of the condensate flow.

Redundant multi-stage air ejector systems or rotary vacuum pumps shall be supplied for removing O_2, CO_2, and other gases from the condenser during normal operation of the steam generating units.

The Contractor shall provide one (1) or more bypass dump condensers of the shell and tube design. The unit shall be sized such that all the combustion/steam generation units can operate at the maximum design capacity during periods of complete turbine generator outage. The dump condenser and condenser drain tank shall be designed in accordance with ASME Boiler and Pressure Vessel Code and the HEI Standards for closed feedwater heaters.

All condenser systems shall be designed to operate at the maximum continuous rating of the Facility.

As applicable, one (1) or more induced draft cooling towers shall be provided, including structure (installation on a concrete basin), stairways, fans, cooling water

distribution system, drift eliminators, and fire protection piping. Timber members shall be redwood. The cooling tower shall be sized to meet the installed Rated Capacity of the Facility system's maximum cooling requirements. The cooling tower shall be designed in accordance with the National Design Specification for Wood Construction and the CTI standards for installation and operation in California. Alternatively, stainless steel or poltruded shape fiberglass reinforced plastic cooling towers are acceptable. Three (3) circulating water pumps shall be supplied with the cooling tower, and each pump shall be sized at 50 percent (50%) of the circulating water flow rate. As an option, two (2) pumps at 100 percent (100%) capacity may be supplied. The design and location of the cooling towers shall not obstruct the vision of drivers, or negatively impact roads or sidewalks during operation. The free chlorine levels in the cooling tower sump shall be continuously monitored and maintained at appropriate concentrations.

The cooling tower blowdown shall be directed to the Facility water recycle system.

An air cooled condenser system may be provided, in lieu of a traditional condenser and cooling tower arrangement. Such an air cooled condenser system shall include fans and all appurtenances not limited to structural support, heat exchangers, drain pumps, and interconnection with the cooling water supply system. The air cooled condenser system shall be sized to meet the installed Rated Capacity of the Facility system's maximum cooling requirements and the local climatological conditions.

Plant Electrical

The plant electrical systems shall be arranged for appropriate reliability and redundancy. The Facility shall include, as necessary, medium voltage power distribution; low voltage power distribution; lighting; grounding; raceway and cable; and control, security and communication systems. The sizing of the emergency power supply system must consider the ability to safely shut down the system and consume all waste materials being processed, as well as fight a fire, at a minimum, for three (3) hours. The Proposer shall define the equipment in the system. Critical power requirements shall be met by batteries and/or battery backup uninterruptable AC power systems. Adequate protection for generator, transformers and all electrical equipment shall be provided in accordance with IEEE guidelines.

If applicable, the main distribution switchgear shall be equipped with fully automatic controls for synchronizing with the local utility and for overload protection. In the case of conversion technologies that supply electricity as a product, the system shall be designed to allow for the following four conditions:

1) buy power from the local utility in the event of a steam turbine-generator and/or engine failure so that processing of the waste can be maintained;

2) run the steam turbine-generator and/or engine to supply plant parasitic power to the Facility in the event the local utility experiences a power failure;

3) allow for a smooth tie-in after the local utility has restored power; and

4) run the steam turbine-generator and/or engine to supply power to the Facility and sell the excess power to the local utility.

Automatic metering and recording of voltage, watts, VARS, power factor, and hertz shall be provided for conditions 1), 2), and 4) above, separately and for measuring usage at the Facility, and all the above shall be integrated with the distributed control system ("DCS"). The DCS shall record the sequence of events which occur during a steam turbine trip.

The equipment furnished shall meet NEMA Standards and the local utility's requirements. The system shall consist of a: step-up transformer(s) , including applicable fire protection and spill containment conditions for oil-filled transformers, as applicable, station service (step-down) transformer, main switchgear, emergency power system, uninterruptible power supply for the DCS, and all auxiliary equipment. The exterior switchyard shall have a separate security fence and locked entrance gate.

Electrical Interconnection

If applicable, the Contractor shall provide a new electrical transmission line from the Facility exterior switchyard to the local utility Substation. The final requirements for the transmission line, the tie-in at the local utility substation, and the protective devices at the Facility switchyard shall be determined by an interconnection study. The Contractor shall be responsible for the cost of the interconnection study. The Contractor's Facility Development Cost Estimate shall include, as applicable, an allowance of $50,000 for the interconnection study and an allowance of $500,000 for all equipment to be installed between the Facility switchyard step-up transformers and the local utility Substation.

Process Control and Monitoring System

A distributed control system (DCS) complete with field hardware shall be furnished for the Facility. The DCS and field hardware shall be industrial grade and of the same manufacture, class, and performance as are used for electric power utility station installations appropriate for the use intended. The installation shall be to industrial standards, as is found in electric power utility station services. The DCS shall: provide for centralized control and monitoring of the waste processing systems and energy production equipment; monitor compliance with environmental and safety regulations and the Performance Guarantees; and provide centralized monitoring of other major Facility unit processes.

The system shall include at least three (3) high-resolution color monitors which are interchangeable in function; i.e., any display may be called up on any monitor. At least two (2) operator keyboards and one (1) engineering keyboard shall be included.

Each system shall provide for a capacity of at least 120 percent (120%) of the required I/O points. The system shall support monitor trend displays, with a selectable time base of up to one month, for both historical and current trends. Group, detail, single point, alarm summary, diagnostic, and like displays as well as custom graphic displays shall be furnished. The alarm display shall automatically dump to a preselected alternative position if there is a failure of the selected alarm display.

The DCS system shall include at least two (2) printers, and a video copier capable of recording any CRT display. Alarm, facility equipment status, and operator entry logging shall be automatic. The system shall support the required daily operations listing functions for compliance with environmental, safety and performance parameters.

The DCS shall include historical data storage and data processing capabilities and system software to provide the daily and monthly compliance and performance reporting. The DCS storage shall be sufficient to contain at least 30 days of data storage. The report printing shall be automatic with additional capability to print prior and current day's data on demand.

An uninterruptible power supply shall be furnished which has sufficient capacity to allow safe shutdown of the Facility. At least one (1) spare DC power supply shall be included. Health and safety systems shall be hardwired and independent of the distributed control system.

The control, measurement, recording, and monitoring functions for the Facility shall include, but shall not be limited to, the following:

1. All incoming solid waste and all Residue, Bypassed Waste, Unprocessible Waste, Unacceptable Waste and recovered materials and products leaving the Facility (these functions need not be tied into the DCS system).

2. Solid waste and other feedstocks fed to the pre-processing, conversion technology, and post-processing facilities.

3. If applicable, the steam mass flow rate, the pressure and temperature of feedwater, steam generation, and blowdown for each boiler, and totals for the Facility.

4. Continuous emissions monitoring, measuring, and recording of stack gas in accordance with New Source Performance Standards (40 CFR 60, Subpart Eb) and other applicable requirements.

5. Calendar year hours of operation of each bypass or dump stack.

6. Electric power production, in-plant use; steam production and in-plant use; and feedwater rate.

7. As applicable, boiler drum level.

8. Oil or other auxiliary fuels used in the plant.

9. A time reference on each recording for data reduction.

All measurement reporting and recording shall be made in English and/or Metric engineering units in accordance with common practice in California and Good Industry Practice.

Surveillance by remote control, color, closed-circuit television of areas of the tipping floor, entrance gate area, and other areas selected by the Contractor (if any). The closed-circuit television controls shall include:

a) Zoom
b) Automatic iris control
c) Pan and tilt with scanning
d) Sun shields and weather proofing where required

Continuous Emissions Monitoring System

For technologies which combust the synthesis gas to generate electricity, the Facility shall include a Continuous Emissions Monitoring System (CEMS) to monitor, measure and record flue gas conditions in accordance with New Source Performance Standards (40 CFR 60, Subpart Eb) and to meet other applicable Federal, State and local air regulatory requirements for non-gasification conversion technologies. The CEMS data shall be telemetered to the SBCAPCD's data Acquisition System (DAS).

The specific continuous monitoring data to be made available for such technologies shall follow all SBCAPCD requirements as well as the following NSPS Subpart Eb requirements:

- Most Recent Compliance Data
  - Sulfur Dioxide, 24-hour average geometric mean concentration and the removal efficiency.
  - Nitrogen Oxides, 24-hour daily arithmetic average concentration
  - Opacity, 6-minute average percentage values, daily summary
  - Carbon Monoxide, 4-hour block arithmetic average
  - Flue Gas Temperature at the fabric filter inlet (as applicable), 4-hour block arithmetic average
- Historical Compliance Summaries
  - For each continuously monitored parameter above, an historical compliance summary, with content and format as approved by EPA and State and local

agencies. The format, graphical or tabular, shall clearly convey the number, dates, and magnitudes of any exceedances of applicable units.

- Equipment Malfunction Summaries
  - Summaries of time periods during which each continuous monitoring system was malfunctioning while the Facility was operational, as "operational" is defined by applicable regulations.
  - Quarterly cumulative summaries of such malfunction time.

The above listing will be updated as required to be consistent with future changes in Federal, State or local continuous emissions monitoring requirements.

Administrative, Visitor and Public Education, and Support Facilities

The Facility design shall include an administration building, maintenance shop and spare parts storage area, and a laboratory. The administrative building shall include office areas for the Contractor, locker rooms for operational and maintenance personnel, a Visitor and Public Education Center, and a conference room to accommodate visitor groups. The conference room should be equipped with audio visual equipment. The spare parts storage area shall be adequately sized to store all of the spare parts and supplies required to operate and maintain the Facility.

Fire Prevention

The Facility design shall include a fire protection system which shall include detectors, remote fire alarms, and suppression systems in accordance with all applicable codes including, but not limited to: insurance underwriters' standards; the National Fire Protection Association (NFPA); State and local fire regulations; and good industry practice for a highly protected risk facility. Each Contractor shall comply with all insurance requirements applicable to the design, construction, and operation of the Facility.

Safety Requirements

The Facility design shall comply with all OSHA requirements. All chemical or fuel handling areas shall be designed with appropriate containment dikes. Safety showers shall be provided at chemical handling areas.

American Disabilities Act

The Facility shall be designed and constructed to meet applicable requirements of the American Disabilities Act and State building codes.

Environmental Design and Performance Requirements

The Contractor shall, at a minimum, meet the environmental design and performance specifications as required by all permits and approvals required to construct and operate the Facility. If not required by a permit or approval, the Facility shall still, at a minimum, meet the requirements specified in Section 4.

Construction Requirements

General

The Contractor shall perform the Construction Work in accordance with the Design Work and using Good and Accepted Construction Practice and shall have exclusive responsibility for providing all construction means, methods, techniques, sequences, start-up, and Acceptance Tests, and all procedures necessary and desirable for the correct, prompt and orderly conduct and completion of the Construction Work as required by the Facility. Construction shall be scheduled and conducted, as practical, to minimize impacts and disruptions on existing operations at the Tajiguas Landfill and surrounding land users.

The Contractor's exclusive responsibility to provide all construction means shall include, but is not be limited to, providing the following construction requirements: temporary power, light and other utilities; temporary offices and construction trailers; a room for on-site, project review meetings; a furnished office with telephone and computer hook up for use by the Public Participants' on-site resident engineer; required design certifications; required approvals; field document control and filing system for the control of all submittals and project communications; quality control and testing; independent laboratory testing services; weather protection for stored materials; site cleanup and housekeeping; construction trade management; temporary parking; safety and first aid facilities; correction or compensation for defective work or equipment; equipment and materials storage areas; workshops and warehouses; temporary fire protection for the construction site; site security; potable water; telephone and portable two-way communication; subcontractor coordination and control; receipt and unloading of delivered materials and equipment; erection rigging; temporary supports, and coordination of all construction activities of the Contract.

The Contractor warrants to the Public Participants that materials and equipment incorporated in the Facility will be new unless otherwise specified, and in conformance with the Contract documents.

The Contractor shall fully cooperate with the Public Participants, and its designated representatives to allow the Public Participants to monitor and review construction progress, design documents and any proposed changes to design.

The Contractor shall meet the City of Santa Barbara living wage requirements (see Appendix H). Contractors are also encouraged to use goods, services, materials, equipment and products originating in or manufactured in the United States.

Construction Work Monitoring, Testing and Observation

The Public Participants shall have the right to monitor and observe progress of the Construction Work. During the progress of the Construction Work through the Acceptance Test and Acceptance of the Facility, the Contractor shall allow the Public Participants and/or its designated representative(s) access to all sites for the purpose of observing the conduct of the work. During any such observation, the Public Participants and its designated representative(s) shall comply with all reasonable rules (safety and other) applicable to the construction sites. It is understood that the Public Participants' monitoring and inspection shall be of an observational and review nature and that the Public Participants and its representative(s) shall not have the authority to interfere with, halt or delay the Contractor's construction of the Facility, except to ensure conformance with Design Work and to ensure that such construction does not represent a substitution of lesser quality.

The Contractor shall provide the Public Participants monthly progress reports detailing Construction Work accomplished during the previous month. The monthly progress reports shall include a summary of accomplished work activities, a summary of next month's work activities, a list of submittals delivered for the report month, a list of submittals scheduled for the next month, and an updated project schedule which shall reflect any change in the Contractor's project schedule submitted the prior month.

The monthly progress reports shall be submitted to the Public Participants for its information only. Acceptance of the monthly progress reports shall not bind the Public Participants in any manner or imply that the Public Participants approve the work to date, or agree to any changes in schedule or extension of design or construction time.

The Contractor shall provide on-site quality control and quality assurance services. The Contractor shall prepare and submit to the Public Participants a quality control and quality assurance plan detailing the actions which the Contractor shall take to control and demonstrate quality of construction. The quality control and quality assurance plan shall be submitted to the Public Participants prior to the start of construction. The quality control and quality assurance plan shall identify all shop and field testing to be performed during construction and list all testing, along with properly certified, independent, testing laboratories or testing services that will perform the work.

In accordance with the quality control and quality assurance plan, the Contractor shall maintain a file of and if requested, deliver to the Public Participants or cause the certified independent testing laboratories or testing services to send the Public

Participants all required certificates of inspection, testing reports and all written testing documentation.

The Public Participants shall reserve the right to conduct and pay for any on-site testing it deems necessary or desirable to verify that the Construction Work, including materials of construction, complies with the Design Work. The Contractor shall not be entitled to any delays in the construction schedule due to reconstruction activities resulting from failed quality control and quality assurance testing.

During the construction period, the Contractor shall conduct project meetings at least on a monthly basis or on an as needed basis, depending on the nature of the schedule and Construction Work for the month. During the project meetings, discussions shall be held concerning all aspects of the construction. Monthly progress reports shall be prepared by the Contractor and submitted to the Public Participants at least five Business Days prior to each monthly meeting.

The Contractor shall afford the Public Participants an opportunity to make final inspection and approve the Construction Work as having been completed. Final approval and acceptance of the Construction Work by the Public Participants or any rejection of the Construction Work or such items as are incomplete shall be made by the Public Participants in writing within thirty (30) Business Days from the date of receipt by the Public Participants of the above notification of completion.

In the event the Public Participants neither accept nor reject the work as complete within a thirty-day (30) period after notification of completion by the Contractor, the work shall be deemed complete.

Although the work may be deemed complete, acceptance of work by the Public Participants shall be conditioned upon successful completion of the Acceptance Test and satisfying other acceptance requirements.

Correction of Construction Work

Throughout the Term of the Contract, the Contractor at its sole cost and expense shall complete, repair, replace, restore, rebuild and otherwise make whole any Construction Work which does not conform with all requirements of the Contract. The Public Participants may elect by Change Order, at the Contractor's request, to accept Construction Work that does not comply with all requirements of the Contract.

If a Change Order is executed for nonconforming Construction Work, the Contractor's obligations for the Acceptance Test or Acceptance provided for in the Contract are in no way altered.

The Contractor shall re-perform any professional Construction Work, for which it is responsible within the Contract, which fails to conform to the Good and Accepted Construction Practice, throughout the Term of the Contract.

The Contractor shall request from all vendors, or subcontractors from which the Contractor procures machinery, equipment, or materials for the Facility, warranties with respect to such machinery, equipment, and materials. The Contractor's responsibility with respect to such machinery, equipment, and materials obtained from vendors or subcontractors, shall not be limited in any way throughout the Term of the Contract. The Contractor shall have total liability, throughout the Term of the Contract, for nonconforming Design Work and nonconforming or defective Construction Work, equipment and materials, whether caused by error, omission, negligence or otherwise. Failure of any vendor, contractor or subcontractor selected by the Contractor, with or without concurrence by the Public Participants shall not excuse the Contractor from its Contract obligations or constitute an Uncontrollable Circumstance.

Record Drawings and Documents

Upon completion of construction of the Facility, the Contractor shall provide the Public Participants a set of record drawings in print and on CD in an electronic format acceptable to the Public Participants to show the character and installation of all Construction Work. At a minimum, record drawings shall include those listed in the Final Design Submittal. As-built construction record drawings shall be submitted to the Public Participants no later than sixty (60) days following completion of all Construction Work. The Construction Work shall not be final and complete without the record drawings and all documents of record, including a Certificate of Completion from appropriate local authorities, being received by the Public Participants. Any modifications that are required to achieve Acceptance shall be fully documented by the drawings.

Record drawings shall be exclusively for the use of the Public Participants and the Contractor and its contractors and subcontractors shall have no liability to any other party on account thereof.

Design Document Review and Construction Review Procedures

General

The Public Participants will conduct a review of Design Work to ensure conformance to Design Requirements and will review, monitor and inspect Construction Work to ensure conformance to Design Work and to ensure that such Construction Work does not represent a substitution of lesser quality.

The reviews and inspections by the Public Participants shall not affect in any way the Contractor's responsibilities for compliance with all Contract requirements, nor shall it impose any responsibility or liability on the Public Participants due to such review and inspection, or lack thereof.

Design Review

Design Review Intent

In accordance with the terms and conditions of the Contract, the Public Participants will review the Design Work for consistency with Design Requirements and will provide input on selected issues, such as selection of finishes, architectural treatment, and landscaping.

Input by the Public Participants to the design process shall be solicited by the Contractor as required, at monthly design progress meetings and at key stages in the design, considering the design submittal packages specified below.

The Public Participants recognize that the design/build/own/operate process requires that the Contractor and the Public Participants work cooperatively to assure timely design review. At a minimum, the Public Participants shall be afforded adequate opportunity for design review (at a minimum four weeks) at:

- completion of the Preliminary Design Submittal; and
- completion of Final Design Submittals.

The Public Participants shall be afforded the opportunity for design review prior to any submittal to regulatory agencies.

Design Submittal Protocol

No later than 30 days following the execution of the Contract, the Contractor shall submit to the Public Participants a protocol for design submittals (Design Review Protocol). The Design Submittal Protocol shall identify the key submittal packages to be prepared by the Contractor and the expected submittal dates. A reasonable time period for the Public Participants' review and comments shall be specified in the Design Submittal Protocol. The Public Participants' review procedures and time periods shall be consistent with those in the Contract. The Design Submittal Protocol shall also identify the frequency of the Contractor's design progress meetings during various phases of the design and include monthly progress review meetings with the Public Participants. The Public Participants shall designate the number of copies of submittals and distribution.

At a minimum, the Design Submittal Protocol shall include the following:

1. Preliminary Design Submittal

   The Contractor shall make an initial submittal updating the design concept and project development work submitted with its Proposal (and if required as a result of any revisions resulting from Contract negotiations), including:

   - Project master schedule and design period schedule
   - Basis of design memorandum outline (all design disciplines)

- Design drawing list
- Specification list
- Preliminary site grading and drainage plans
- Equipment general arrangement plans
- Process flow piping and instrumentation diagrams for all processes
- Architectural floor plan view and exterior elevations
- Preliminary landscape plan
- Make-up water piping system
- Preliminary electrical Site plan
- Electrical one-line drawings
- Mass and energy balances
- Water balances
- Chemical and energy use

The Preliminary Design Submittal shall be made no later than 60 days after the Contract is executed.

2. Final Design Submittal

The Contractor shall make a final design submittal 30 days prior to construction of any system or subsystem. At a minimum, each submittal shall include the following items, as applicable:

- Final equipment and material specifications
- Final architectural door, window, finish schedules
- Final architectural floor plan at each floor level and exterior elevations
- Final equipment layout plan views at each floor level with sections and details
- Final landscaping drawings
- Final grading and drainage drawings
- Final Site piping drawings
- Final outdoor lighting and electrical Site drawings
- Final process and support facility piping and general arrangement drawings
- Final structural concrete drawings, including foundations, tank designs, slab and well sections and details, miscellaneous steel details and framing drawings
- Final process flow piping and Instrumentation diagrams for all processes

- Final instrumentation loop control descriptions and diagram
- Final electrical one-line drawings
- Final electrical wiring diagrams and schedules to include motor control centers, lighting, power, instrumentation and control
- Final wire and conduit schedule
- Final mass and energy balance
- Final water balance
- Final chemical use

Design Progress Meetings
The Contractor shall conduct monthly progress review meetings with the Public Participants. The meetings will be conducted at the Facility, at the offices of the Public Participants, or at another site mutually agreeable to the Contractor and the Public Participants.

The Contractor shall record the minutes of all meetings and provide the Public Participants with copies of said minutes and documentation produced as a result of the meetings.

Design Changes
The procedures to be followed for incorporating any design changes requested by the Contractor and/or the Participants will be specified in the Contract.

Construction Review

Construction Review Intent
In accordance with the terms and conditions of the Contract, the Public Participants will review, monitor and, as it deems necessary, inspect the Construction Work to ensure conformance to the Design Work and to ensure that such Construction Work does not represent a substitution of lesser quality.

Public Participant Access, Review Meetings
The Public Participants and its designated representative(s) shall have access to the Facility at all times. The Contractor shall report to the Public Participants monthly, hold monthly progress review meetings with the Public Participants at a location designated by the Public Participants, and otherwise solicit input from the Public Participants to the process as required. The Contractor shall record the minutes of all meetings and construction progress, and provide the Public Participants with copies of minutes and documentation of said meetings.

Construction Submittal Protocol
Prior to start of construction, the Contractor shall submit to the Public Participants a protocol for construction activities (Construction Submittal Protocol). The Construction Submittal Protocol shall identify the key submittals to be prepared by the

Contractor and the expected submittal dates. A reasonable time period for the Public Participants' review and comments shall be specified in the Construction Submittal Protocol. The Public Participants' review procedures and time periods shall be consistent with those in the main body of the Contract. The Construction Submittal Protocol shall also note the frequency of the Contractor's construction progress meetings and include monthly progress review meetings with the Public Participants. The Public Participants shall designate the number of copies of submittals and distribution.

Construction Submittals

The Contractor shall submit to the Public Participants, every two weeks, an updated list of the current status of all shop drawings and submittals under review. The Public Participants may request copies of any or all said drawings and submittals for its review. The Contractor shall supply any requested documents within five (5) Business Days of the Public Participants' request.

Shop Drawings
All final shop drawings shall be submitted to the Public Participants, filed in accordance with a numbered index.

Product Data
Product data shall include, but are not limited to standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, recommended spare parts listing, and printed product warranties, as applicable to the Construction Work.

Samples
Samples shall include, but are not limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, and color/texture/pattern swatches, as applicable to the Construction Work.

Format for Design and Construction Submittals

Submittals shall be made in accordance with the Design and Construction Submittal Protocols and in such sequence as not to cause delay in the Design Work and the Construction Work.

Submittals shall contain:

1. The date of submission, noting whether it is an original submission or a resubmission.

2. The project title and number.
3. The names of:
   a. Contractor
   b. Supplier
   c. Manufacturer
4. Identification of any deviations from Contract requirements.
5. State of California Registered P.E. and/or Registered Architect certification, as applicable.

Start-Up Test and Acceptance Test Requirements

Testing of equipment and systems installed, as part of the Facility, will occur in two phases: the start-up testing and the Acceptance Test (see Section 4).

Operation and Maintenance Requirements

Transition and Start-Up O&M Services

The Contractor shall provide services necessary for a smooth start-up for operation and maintenance of the Facility.

Unless otherwise required in this RFP, after the Contract Date, but prior to initiating O&M services, the Contractor shall be responsible for:

- Meeting with the Public Participants as the Public Participants deem necessary to develop a plan for and implement a smooth, uninterrupted provision of services.
- Preparing an Operations and Maintenance Manual.
- Obtaining required insurance for operations.
- Developing and implementing a training program for the Facility.
- Implementing computerized operations and maintenance management, inventory control, and process control data management systems.
- Setting up the computerized operations and maintenance management, inventory control and process control data systems to generate necessary reports and plots, including executive-level report and data summaries.
- Planning and scheduling for all operations and maintenance supplies, utilities, consumables, office supplies, and materials.
- Preparing an Exit Transition Plan.

Exit Transition Services

At the end of the Contract, whether at its stated expiration or by earlier termination for whatever reason, the Contractor shall provide services necessary for a smooth, uninterrupted transition of service to the Public Participants or its designated contractor. At Contract termination, the Contractor shall also provide for transfer of any license(s) to the Public Participants necessary for continued operations and maintenance of the Facility.

Alternatively, should the County exercise its right to have the Facility removed from the Site after the Contract expiration or by earlier termination as provided in Section 5 of this RFP, the Contractor shall provide services necessary to accomplish this task and restore the Site to a commercially safe and useable condition.

The Contractor shall prepare an Exit Transition Plan describing said services and provide said plan to the Public Participants prior to initiating O&M services.

Operation and Maintenance of the Facility

The Contractor shall provide continuous, full-service operation and maintenance services and asset management for the Facility. All services provided by the Contractor shall be in accordance with the Contract, meet or exceed Good Industry Practice, and be in full compliance with all applicable Federal, State and local permits, laws, regulations, policies and rules of all jurisdictional agencies having control over the Facility.

The Contractor shall accept for processing all Acceptable Waste delivered by or on behalf of the Public Participants that can be stored and processed within the limits specified by this RFP and as negotiated in the Contract. The Contractor can accept additional material (Spot Market Waste) as can be accommodated by the Facility and as allowed by permit.

The Contractor shall:

1. Provide full-service, 24-hour-a-day, seven-day-a-week operation and maintenance of the Facility. Services shall be provided in accordance with an O&M Manual approved, as required, by appropriate regulatory agencies, and with generally accepted industry principles and practices in full compliance with permit requirements and all applicable laws, regulations, policies and required approvals. The Contractor shall operate and maintain the Facility in accordance with the O&M manual and in accordance with the Contract and Good Industry Practices, whichever is most stringent.

   The O&M manual shall be revised as necessary, for any changes to operations and maintenance practices, for any additions or revisions to standard operating procedures and for any Facility modifications. Revisions to the O&M manual shall incorporate practices, as required by applicable regulations, or in

accordance with the Contract and Good Industry Practices, whichever are more stringent. Revisions to the O&M manual must be approved, as required, by appropriate regulatory agencies.

The O&M manual shall include descriptions of the unit or system and component parts, its function, operating characteristics, and limiting conditions, and performance curves, engineering data and replacement parts for the equipment furnished, by reference to manufacturer/vendor-supplied information contained in engineering design submittals to the Public Participants and as defined in the Contract. The O&M manual shall also include complete maintenance instructions, parts lists, controls, and other information describing the construction, operation, control and maintenance of the equipment furnished. In addition, the O&M manual shall contain detailed operation instructions for all unit processes to include process control descriptions, target values for all process related control parameters, emergency process control provisions and process recovery procedures during unit process upsets or abnormal conditions.

The O&M Manual shall address Contractor programs for monitoring and inspection of incoming waste and for separation and proper disposal of Unacceptable Waste.

The O&M Manual shall describe weigh scale calibration programs, procedures for resolution if standards are not met, and alternative means of weighing waste and materials should scales not meet standards.

2. Provide the required staff in accordance with a plan for staffing. The plan for staffing must include job titles and certification levels. A schedule must be provided detailing the coverage for each shift for the proposed workweek (including weekends and holidays).

3. Provide training for personnel, as applicable, in the areas of Facility operations, maintenance, safety, supervisory skills, and laboratory management. This training will include both plant specific and general, but related, educational materials.

   The Contractor shall notify the Public Participants in advance of any training programs and allow the Public Participants to participate in said programs. Class size shall be limited to that prescribed by the Contractor training policy.

4. Provide administrative and technical support services to ensure efficient maintenance and operation of the Facility. The services shall be provided as needed during the Term of the Contract.

5. Provide 24-hour-a-day access for the Public Participants' personnel, and their designated representatives, to the Facility. All visitors to the Facility shall notify

the Contractor upon arrival and shall comply with the Contractor's safety policies and procedures.

6. The Contractor shall provide a quality assurance/quality control program (QA/QC Program) for sampling, testing, and analysis and perform monitoring, sampling, testing, laboratory analyses, and reporting, all as necessary for process control and full compliance with all local, State and Federal regulations and permits and Good Industry Practice. All testing necessary for compliance with permits and local, State and Federal programs shall be performed by a properly certified laboratory, to the extent required by applicable laws, regulations and policies.

   Weigh scales shall be tested monthly. The Contractor shall notify the Public Participants if scales do not meet standards, and provide alternative services when scales are out of calibration. The Public Participants shall have the right to independently test the scales at any time, at its own expense.

7. Perform all Corrective, Predictive and Preventive Maintenance Plan activities and repairs for the Facility in accordance with the O&M manual and Good Industry Practice.

8. Conduct all activities to maintain and enforce new and existing equipment warranties and guarantees.

9. Provide for capital repair and replacement, and repair or replace any materials, equipment, building or other structures, which are in need of repair or fail during the Term of the Contract.

10. Provide the required labor, materials, machinery, vehicles, equipment, fuel, power, chemicals, supplies, spare parts, expendables, consumables, long-lead-time replacement items, and all other items to operate and maintain the Facility.

11. Perform routine and normal repairs, including maintenance of all equipment, structures, buildings and grounds which are part of the Facility. Maintenance shall include housekeeping, cleaning, painting and landscaping services.

12. Provide safety and security for the Facility in compliance with applicable health and safety regulations, Good Industry Practice, and as warranted by the site location. Fences and gates shall be maintained in neat order and structural integrity.

13. Respond promptly to (within two (2) hours after notice, or as otherwise required) and rectify all normal problems and emergencies relating to the Facility and maintain at all times during the Term of this Contract a toll-free, twenty-four-hour (24) telephone number with person-to-person service where

emergencies can be reported. The Contractor shall immediately notify the Public Participants in the case of any emergency.

14. Immediately notify the Public Participants, if, during the course of excavation work necessary to make repairs and/or improvements to the Facility, faulty or leaking underground storage tanks or hazardous or toxic waste or materials (as defined in Applicable Law) are identified by the Contractor, and immediately notify such other governmental agencies as may be required by law and take such further actions to assist the Public Participants in protecting the health, safety and welfare of the public.

15. Conduct emergency repairs to protect employees, equipment, buildings and grounds, as required.

16. Provide for the satisfactory and proper handling and storage of all recovered materials and products.

17. Provide for the satisfactory and proper handling, loading, transportation and disposal of all Residuals, Bypassed Waste, and Unacceptable Waste. Residue must be characterized and disposed of in accordance with Applicable Law. Prepare and maintain a record of disposal of these materials in accordance with Applicable Law.

18. Remove and dispose, or sell unused and replaced equipment. The Contractor shall identify such equipment.

19. Provide and maintain well-documented records of operations, maintenance, laboratory analysis, personnel, training, safety, process control, daily inspections, materials, alarms, and any other significant events.

20. Prepare and sign all regulatory operation and maintenance reports and CEMS compliance reports. Copies of all reports shall be sent to the Public Participants and to the appropriate regulatory agencies by required deadlines. The Contractor shall maintain records as required by the regulatory agencies. Such records shall be accessible to the Public Participants.

21. At least once per month, or more frequently if necessary, meet with the Public Participants to review and discuss operations and maintenance activities, reports, ongoing and expected expenses, plans, and events which may impact contractual monetary performance or environmental compliance. At any time, the Facility may be inspected by the Public Participants or its designated representative(s) to ensure all required work is being performed, including maintaining an acceptable level of cleanliness and appearance.

22. Conduct semi-annual Facility inspections. The Public Participants' designated representative(s) shall accompany the Contractor on these inspections.

23. Perform such repairs or maintenance items as identified in writing by the Public Participants as a result of any the Public Participants' inspection that reveals a lack of repairs or necessary maintenance to the Facility which may impact contractual monetary performance, environmental compliance, or public safety. Disagreements arising from actions taken in this item shall be subject to the dispute resolution procedure in the Contract.

24. The Contractor shall maintain and provide for any monitoring, sampling and analysis required by regulatory agencies.

25. Provide for and maintain all Federal, State and local permits and other legal requirements that are necessary to operate and maintain the Facility. Future permits or permit modifications required for providing operations and maintenance services and which shall be procured and maintained by the Contractor with support from the Public Participants, and if appropriate, required changes will be subject to review under the Uncontrollable Circumstances (Change-in-Law) provisions of the Contract.

26. The Contractor shall be responsible for maintaining the Facility in good working condition according to Good Industry Practice and Contract terms.

Computerized Operation and Maintenance Management

Operation and maintenance activities for the Facility shall be administered using computerized operations and maintenance management system provided by the Contractor. This system shall be operational prior to Acceptance.

Records and Reports

The Contractor shall maintain records and prepare reports as described herein and as may otherwise be required by applicable Federal, State and local government agencies. Minimum reporting requirements to the Public Participants described herein.

The Contractor shall maintain records and prepare reports to the Public Participants documenting facilities' and systems' operations and maintenance, regulatory activities, laboratory analyses, training, process control, daily inspections, significant alarms, chemicals on hand, fuel on hand, maintenance plans and activities, outages, permit and compliance results, equipment status, and other relevant information in accordance with the Public Participants' requirements as specified below, applicable laws, regulations, permits, and guidelines and as Good Industry Practice shall require. The Public Participants and its designated representative(s) shall have full access to these reports and data at all times.

The Contractor shall provide the following reports to the Public Participants:

- *Monthly Operations and Maintenance Report* – The Contractor shall prepare and provide to the Public Participants within 20 days of the end of each month an operations and maintenance report. At a minimum, the Contractor shall identify any permit violations for the month and include a summary of Facility performance, including the performance with respect to permit parameters, status of maintenance, major expenditures, and other pertinent information of the Facility. The report shall quantify the waste received by source, waste processed, Residue, Bypassed Waste, Unprocessible Waste and Unacceptable Waste disposed, materials recovered, electricity produced and sold, electricity used, and products produced and sold (including fuels). It shall list forced outages and planned outages, and forecast Facility planned outages for the next three months. It shall also document fuels and chemicals used; include maintenance monitoring reports; and include copies of any correspondence with regulatory agencies, including that associated with any permit violations. The report shall also list all maintenance work performed, the maintenance plan for the next month, and record keeping activities. The report shall document accidents, injuries, damages to the Public Participants' property, emergencies and alarm activations and the response actions taken by the Contractor.

- *Monthly Statement* – Within 20 days of the end of each month, a Monthly Statement shall be prepared and submitted to the Public Participants which documents in sufficient detail for Public Participants' verification of the payment due to the Public Participants, or the payment due the Contractor. The Statement shall include cost items, revenues, waste throughput and quantity of product generated and sold.

- *Monthly Complaint Log* – Within 20 days of the end of each month, the Contractor shall prepare and provide to the Public Participants a monthly report of all complaints relating to the Facility. The report shall include a description of the response to the inquiry and an assessment of the complainant's satisfaction with the response.

- *Annual Operation and Maintenance Report* – Within 90 days of the end of each Contract Year, the Contractor shall prepare a report presenting a summary of the past year's operation and maintenance activities based on the monthly reports and presenting planned activities for the next year. Capital repair and replacement and capital improvements shall be described. The report shall also document in sufficient detail any adjustments required in payments to or by the Public Participants. After submission of the report, the Contractor shall, at the Public Participants' request, meet with the Public Participants to review the report.

Staffing

The Contractor shall provide a staff of qualified and experienced employees in accordance with the plan for staffing and shall provide such additional third-party support as may be needed to perform its duties and obligations hereunder. Said third parties shall be equally qualified for the particular services to be performed and shall not have any direct claim against the Public Participants whatsoever. The Contractor shall at all times maintain the necessary number of employees, staff and third-party contractors to operate, maintain and manage the Facility in accordance with the Operations and Maintenance Plan and the Contract, to adequately maintain the Facility in good repair, to adequately operate the Facility to provide good service to the customers, and to protect the health, welfare and safety of the citizens of the local community and surrounding communities. The Contractor shall give consideration to hiring staff from the local labor force, including County employees that are displaced as a result of the development of the project.

The Contractor shall provide: (i) qualified management, supervisory, technical, laboratory, and operating and maintenance personnel, licensed or certified as required, for operation and maintenance of the Facility; (ii) a manager for day-to-day supervision; (iii) specialists, as may be necessary, including those for troubleshooting, emergency management, and similar circumstances; and (iv) office and clerical support staff as necessary.

The Contractor shall provide a technical support group that will provide on-call backup advice, expertise and quality control, management, maintenance and plant repair to assist the operational staff and ensure performance of obligations hereunder and to design and construct any improvements to the Facility. The Contractor's technical support group shall also provide assistance in the investigation, development and implementation of modifications in the processes as may be appropriate or necessary for regulatory compliance, worker safety, or process improvement.

The Contractor shall provide and maintain an organizational chart that lists job classification and the number of staff proposed for the full-time operation. The Contractor shall notify the Public Participants of any proposed material revisions to the plan for staffing and/or to the personnel organization for the Facility.

Licenses and Certifications

The Contractor shall acquire and hold, and cause its personnel to acquire and hold, all required Federal, State and local approvals, licenses, and certifications necessary to operate, maintain and manage the Facility.

Training

The Contractor shall provide, as appropriate, overall career development, on-site direction, and support to on-site personnel, in addition to providing an ongoing series of specialized training programs in the following areas:

- Laboratory
- Process control
- Operations and maintenance and repairs
- Safety
- Confined space entry
- QA/QC
- Right-to-Know
- Emergency preparedness and response
- Personnel relations
- Community relations

The Contractor shall notify the Public Participants in advance of any training programs held by the Contractor and allow the Public Participants' participation in said programs. Class size shall be limited to that prescribed by the Contractor training policy. Training shall be an integral component of operation and maintenance services. Mandatory training shall be required for all personnel in general operation, and in area-specific and job-specific performance. Refresher courses shall be tailored for each area of responsibility. As new employees are introduced, experienced employees are given new assignments or new equipment/processes are introduced, a training program shall be implemented. Documentation of the training and evaluation of the results shall be completed.

Emergency Preparedness and Emergency Situations

The Contractor shall prepare an Emergency Preparedness Plan (EPP) in accordance with Federal and State regulations governing emergency action and fire prevention plans and in cooperation with Federal, State and local officials and public safety departments. Potential emergency situations shall be identified and specific actions to minimize the chance of an emergency shall be described. The Contractor shall develop written policies, preventative measures and response actions necessary to manage Extremely Hazardous Substances (EHS) and systems that may pose a threat to the safety of workers and the surrounding community environment. These written policies shall be developed and implemented as necessary to comply with Federal and State safety, health and environmental regulations governing EHS.

In addition, the EPP shall address actual response and notification requirements for each type of anticipated emergency. The notification, depending on the situation,

shall include the local Fire, Police and Public Works Departments, the Office of Emergency Management, and the applicable State and Federal agencies. The EPP shall also identify specific response actions that shall be taken by the Contractor and specific local or other applicable agencies to ensure that either the waste services are not disrupted, or the disruption is minimized to the maximum extent possible.

The Contractor shall implement the EPP based on the following:

- *Operation and Maintenance Staff.* Operators shall be trained in the use of equipment and in the implementation of the EPP. Specific procedures, tailored to the Facility shall be developed with operator input and shall be used in the event of equipment failure and customer complaints regarding service. Designated Contractor employees shall have personal pagers and on-call duties will be rotated at the Contractor's discretion to ensure the availability of adequate response on a 24-hour-a-day basis.
- *Emergency Operations Plan.* A written emergency operations plan shall be developed and implemented for the Facility with the input of local community and State agencies and departments and safety service officials, as well as the Public Participants and applicable Federal agencies. Procedures shall be rehearsed with appropriate officials to ensure that response functions are properly executed in the event of an emergency. This plan shall meet the requirements for a contingency plan, and shall cover potential emergencies due to natural disasters, power failures, spills or releases of contaminants, etc.
- *Monitoring Equipment and Alarms.* The Contractor shall provide monitoring equipment and alarms for the Facility. All key process functions shall be monitored, and when they exceed alarm setpoints, the early warning devices shall notify the on-call operator.

The Contractor shall immediately notify the Public Participants, appropriate Federal agencies, the State and the local community of any activity, problem, or circumstance that threatens the safety, health or welfare of the users of the Facility or the residents of local community.

In the event of damage or destruction of the Facility or any emergency which, in the reasonable judgment of the Contractor, is likely to resort in material loss or damage to the Facility or constitute a material threat to human health or safety, the Contractor may suspend operation of the Facility. Emergency repairs as are necessary to mitigate or reduce such loss, damage or threat to human health or public safety shall be done in consultation with the Public Participants, appropriate Federal agencies, the State and the local community. Notification of emergency/noncompliance events within the Facility shall be in accordance with permit requirements and an emergency plan to be developed by the Contractor and submitted to and approved by the Public Participants, appropriate Federal agencies, the State, and the local community and any subsequent amendments or modifications thereto.

The Contractor shall respond to emergencies and unusual circumstances in accordance with applicable regulations and requirements and with such personnel and equipment as necessary to maintain or restore the operations of the Facility in a timely manner with the least possible disruption or inconvenience to the users of the Facility.

OSHA Compliance

The Contractor shall prepare and implement a technical and safety training plan and program for the Facility in accordance with OSHA requirements, Good Industry Practice and the Contractor standard practices, whichever are most stringent. The Contractor shall assign the administration of the technical and safety training plan and program to its appropriate staff.

Safety meetings shall be held regularly. Said meetings shall be used to provide safety training and to review site-specific job and general safety requirements.

Inspections by the Contractor's personnel responsible for health and safety shall be used as a tool in determining how the health and safety program is progressing in conformance with the established plan. Should an accident occur, a written accident investigation procedure shall be followed to document the accident and prevent reoccurrences.

Noise Control

The Contractor shall be responsible for meeting the requirements of Applicable Law and minimizing noise impacts on surrounding land use for the Facility. Particular emphasis should be placed on minimizing noise impacts after normal business hours and during weekends and holidays.

Odor Control

The Contractor shall be responsible for: 1) managing odors from the Facility such that no objectionable odor can be detected beyond the Site boundaries; and 2) investigating and satisfying odor complaints and correcting any odor problems should they occur. Activities shall include, but are not limited to the following:

Good Housekeeping
The Contractor shall implement a regimented housekeeping schedule and work plan for the Facility to maintain clean facilities.

Proper Waste and Product Management
The Contractor shall provide proper waste and product management within the Facility.

Efficient Process Control
The Contractor shall maintain a proactive approach to odor control through diligent process control of the unit operations of the Facility. Typical of these are:

- Ongoing evaluation of the Facility odor control systems to insure adequate control of the controllable parameters; and
- Optimization of waste processing to reduce the on-site waste inventory.

Enhanced Odor Awareness, Evaluation and Reduction
The Contractor shall provide ongoing audits of the odor conditions of the Facility components. As part of its services, the Contractor shall perform annual odor control evaluations of the Facility and the surrounding areas and shall submit a report on same to the Public Participants.

The Contractor shall be responsible for all steps consistent with industry standards and Good Industry Practice for reducing all odors so that off-site odors are minimized and complaints are satisfied.

Community Relations

The Contractor shall be sensitive to the impact that "poor housekeeping", undesirable odors, noise, excessive light or other such operational and environmental factors can have on community relations. In the event of a complaint(s), the Contractor shall respond rapidly to resolve any reported problems. The Contractor's actions shall be taken in a professional manner that maintains positive community relations for the Facility within the community.

As a minimum, the Contractor shall:

- Report to the Public Participants any complaints related to the Facility.
- Provide a 24-hour telephone hotline for those who wish to comment on issues of immediate concern.
- Provide an e-mail address for those who wish to comment on issues of concern.

Public Information Program

The Contractor shall be responsible for assisting the Public Participants with their public information programs by providing information to support those programs. The Contractor shall describe its proposed efforts, which may include activities such as:

- Creation of a Web Page informing the public of the status of the Facility and various public education materials and programs available associated with the Facility.
- Issuance of newsletters and/or press releases to inform the public of the Contractor's activities related to the Facility.
- Preparation of fact sheets and household guides explaining State and local community regulations and activities at the Facility that positively affect recycling and renewable energy generation.
- Presentations to local civic, environmental and other groups or at public events, which will include presentation of available videos.
- Providing a repository of publications pertaining to waste policies and waste reduction and recycling programs, information about purchasing products made from recyclable products and directories of companies that provide these types of goods, recycling guidance documents and technologies that will be available to interested parties at the Facility or another location agreed to by the Public Participants. Such a repository shall be inclusive of information or guides generated and provided by the Public Participants.
- Hosting of Facility open houses.
- Hosting of tours of the Facility for interested members of the public.
- Technical assistance on source and waste toxicity reduction to target users of concern.
- Participation in public hearings, public meetings, and meetings of elected officials and interested groups.
- Participation in Public Participants', State and local community public events.

Laboratory Management

The Contractor shall perform all required sampling, testing and laboratory analyses for the Facility and prepare and file the required reports.

The Contractor shall maintain a laboratory quality assurance and quality control program that ensures all regulatory data is legally defensible. The Contractor shall set up, audit and monitor all laboratory operations to ensure compliance with EPA standard test methods and any State and local requirements.

APPENDIX G

ANTICIPATED PERMITTING REQUIREMENTS AND SCHEDULE

This appendix summarizes information related to the permits that are expected to be required to construct and operate a conversion technology (CT) facility at the Tajiguas Landfill.

OVERVIEW

It is important to note that no commercial CT facilities have been permitted in California to date; meaning that the permitting process will likely be more uncertain than that for a well established technology, such as a solid waste transfer station or natural gas fired power plant.

Although they will vary somewhat depending on the technology (thermal, biological, etc.), these are the major permits or approvals that will be required:

- California Environmental Quality Act (CEQA) compliance
- Conditional Use Permit
- Coastal Development Permit (for any support facilities located within the Coastal Zone)
- Solid Waste Facility Permit
- Amendment to the County's Non-Disposal Facility Element (NDFE) or the County Siting Element (CSE)
- Air Permits (Construction and Operation)
- Industrial Wastewater Discharge Permit
- Septic System Permit (if necessary)
- Storm water NPDES Permit (Construction and General Industrial)
- California Fish & Game Department Permit (if necessary)
- California Coastal Commission approval (only if project components are within the Coastal Zone in areas of original permit jurisdiction)

ANTICIPATED PERMITS AND APPROVALS

Table 1 shows a summary of all the agencies and related permits and approvals that may be involved in development of a conversion technology facility at the Tajiguas Landfill.

Table 1. Agencies and Permits Related to Conversion Technologies

The following table is intended as general guidance for MSW conversion technologies that intend to generate electricity, whether used on-site or for sale to the regional electric grid. Additional permits or approvals may also be required, particularly for projects producing and selling biogas, syngas or transportation fuels.

Agency of Purview	Permit or Approval Required	Citation
Local Agencies		
Local Enforcement Agencies (LEA)	Issues solid waste facility permit and conducts inspections	Landfill, MRF/TS Permitting: Public Resources Code (RFC), Sections 44001 and 44002, Transformation Facility permitting: PRC 44150
County or City Planning Department	CEQA compliance, land use permit (e.g., conditional use permits (CUP)), general plan update, zoning, siting	CEQA: Public Resources Code, starting at Section 21000; CEQA Guidelines: Title 14 CCR 15000
Public Works, Solid Waste, Bureau of Sanitation and/or other department(s) responsible for integrated waste management planning	Countywide Integrated Waste Management Plan (IWMP) conformance findings, modifications and Amendments to the Siting Elements, (Disposal Facility and/or Non-disposal Facility Elements) of the Integrated Waste Management Plan	IMWP: Public Resources Code Section 41750; Title 14, California Code of Regulations, Section 18755-18756.7
Santa Barbara County Air Pollution Control District (SBCAPCD)	Authority to Construct and Permit to Operate	*Rules and Regulations/Permit Applications*, Published by Each Air District: www.sbcapcd.org
Building Department	Building Permits	Municipal Code
Fire Protection District	Fire Clearances	Santa Barbara County Code
Other Local Permits (e.g., septic system permit, if necessary)	Contact CalGOLD for on-line permit assistance	
State Agencies		
California Integrated Waste Management Board (CIWMB)	Concurs or objects to LEA issuance of Permit (or issue permit if jurisdiction has no LEA)	Landfill, MRF/TS Permitting: Public Resources Code (RFC), Sections 44001 and 44002, and Title 14 CCR Transformation Facility permitting: PRC 44150
California Energy Commission	Power Plant Licensing, over 50 MWe; RPS Eligibility Certification	Legislation: Senate Bill 1038 (SB 1038, Statutes of 2002, Chapter 515, Sher) – established Guidelines for implementing RPS
California Public Utilities Commission (CPUC)	Approval of RPS support for PPAs between eligible generators and purchasers	Legislation: RPS – Senate Bill 1078 (SB 1078, Sher, Chapter 516, Statutes of 2002)
California Independent System Operator (Cal ISO)	Interconnection Studies; Interconnection Agreements	FERC Conforming Electric Tariff, authorizing Cal ISO oversight: 112 FERC and 113 FERC; http://www.calso.com/1791/1791a8ff1c7d0.html Operating Procedures: http://www1.calso.com/thegrid/operations/opsdoc/index.html

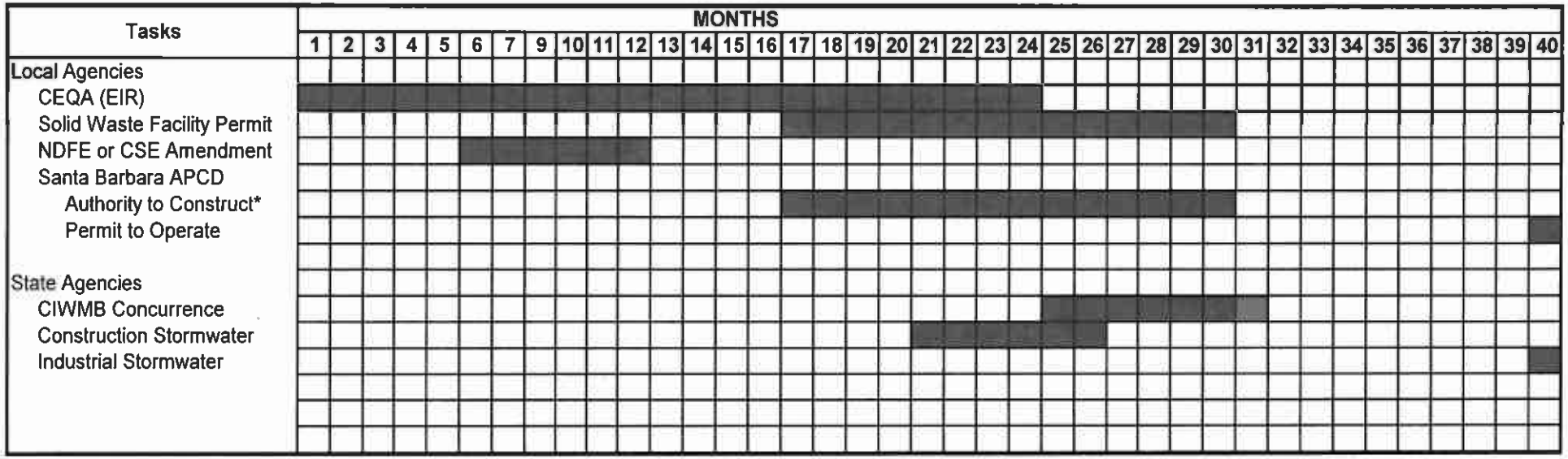
Agency of Purview	Permit or Approval Required	Citation
State Water Resources Control Board (SWRCB)	Provides coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity Construction General Permit, 99-08-DWQ	Clean Water Act (EPA), Section 402: National Pollutant Discharge Elimination System (NPDES) http://www.epa.gov/owow/wetlands/laws/section402.html
Regional Water Quality Control Boards (RWQCB)	Waste Discharge Requirements (WDRs); National Pollutant Discharge; Elimination System (NPDES) Storm Water Discharge Permit	Porter-Cologne Water Quality Control Act – *(California Water Code, Division 7. Water Quality)*
Air Resources Board (ARB)	Oversight of AQMDs and APCDs	Cal Code of Regulations, Titles 13 and 17
Department of Toxic Substances Control (DTSC)	Regulates hazardous waste permitting, enforcement and Unified Program activities to assure the safe storage, treatment, transportation and disposal of hazardous wastes.	Title 22 (Social Security), Division 4.5
California Coastal Commission	Regulate land and water uses in the coastal zone.	Coastal Act
Other State Permits	Contact CalGOLD for on-line permit assistance.	
Federal Agencies		
Federal Energy Regulatory Commission (FERC)	Determination of Qualified FACILITY (QF) status, per compliance with Public Utility Regulatory Policies Act. Conformance Findings and Amendments for Electric Tariff, authorizing Cal ISO grid oversight and scheduling.	QF: Part 205-292, PURPA; 18 C.F.R. Part 292 Conformance of Electric Tariff: 112 and 113 FERC
US Environmental Protection Agency (EPA)	National Environmental Policy Act (NEPA), if project involves federal land, money or personnel.	NEPA: 42 U.S.C. 4321 et seq. http://ceq.eh.doe.gov/nepa/regs/nepa/nepaeqia.htm

SCHEDULE

The following figure shows the approximate anticipated schedule for permitting the project. As shown, this process is expected to take roughly 30 months, which would take the project to the point of detailed design, clearances through Building & Safety, construction and start up.

Once the plant is operational, the final permits must be obtained including the Permit to Operate from the SBCAPCD and the General Industrial Storm Water Permit.

SANTA BARBARA CONVERSION TECHNOLOGY
ENVIRONMENTAL PERMITTING SCHEDULE



End of environmental permitting (with exception of APCD Permit to Operate which must be completed when plant has been in operation for several months, and the Industrial Storm Water Permit which will also be received once operations start).

* Note: SBCAPCD cannot issue its Authorization to Construct (ATC) Permit until the CEQA document is certified and the Lead Agency Permit is issued. SBCAPCD can process the ATC Permit Concurrently.

APPENDIX H

CITY OF SANTA BARBARA LIVING WAGE REQUIREMENTS

Chapter 9.128 CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

Sections:

9.128.010 Definitions.
Unless otherwise expressly stated or the context clearly requires otherwise, the following terms shall be defined as follows:

A. EMPLOYEE.
1. Generally. The term "Employee" shall refer only to those individuals who directly provide services to the City on behalf of a City Service Contractor and shall not include those employees who would typically be considered administrative or support staff employees, such as, but not limited to, employees performing administration, payroll, personnel, maintenance, or similar employee services for the Contractor. The term Employee shall also be used as that term is generally defined and used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et seq., hereinafter the "FLSA") and shall not include those employed persons exempt from the minimum wage or overtime requirements of the FLSA or any person who works as an "executive" or "professional," as such terms are defined in the FLSA.

2. Exemption for Handicapped Individuals and Apprentices. For the purposes of this Chapter, an employee shall not include a "handicapped employee" employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an "apprentice" or "learner" employed pursuant to a special license issued under Section 1192 of the state Labor Code.

3. Exemption for Student Interns. For the purposes of this Chapter, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.

B. MANDATORY MINIMUM LOCAL WAGE. A wage payment at an hourly rate of Fourteen Dollars ($14.00) per hour, which wage amount shall be adjusted upward annually each July 1st, beginning in 2006, by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1967=100 for Los Angeles-Riverside-Orange County, California, provided that no such annual adjustment may exceed the amount of six percent (6%).

C. CITY SERVICE CONTRACTOR. A person or other legal entity (other than a public entity or a nonprofit entity) which enters into one or more contracts with the City to provide services to the City (other than recreation services to the public), where the amount paid by the City to the person or entity may exceed or exceeds Fifteen Thousand Dollars ($15,000) when such compensation is calculated on a City fiscal year basis. A City Service Contractor shall not include a contractor who provides services which are merely incidental to the City's purchase of goods or supplies from that Contractor, such as installation services related to the City's use of the goods or supplies being obtained.

D. BASIC MEDICAL INSURANCE COVERAGE. For the purposes of this Chapter, Basic Medical Insurance Coverage must include, but need not be limited to, offering the employee insurance coverage for the following health and medical care expenses of the Employee:

1. Emergency hospital care and hospitalization care with the payment of a patient co-pay amount not exceeding the maximum per emergency room visit and hospitalization care co-pay and patient deductible amount paid by a City employee under the City's medical insurance coverage plans;

2. Prescription medication coverage with the payment of a patient co-pay amount not exceeding the maximum per prescription co-pay and patient deductible amount paid by a City employee under the City's medical insurance coverage plans;

3. Access to preventative medical care by a licensed physician or surgeon with the payment of a co-pay and patient deductible amount not exceeding the maximum per visit co-pay amount paid by a City employee under the City's medical insurance coverage plans.

E. SUPPLEMENTAL EMPLOYEE BENEFITS COVERAGE. For the purposes of this Chapter, Supplemental Employee Benefits Coverage must include, in addition to Basic Medical Insurance Coverage and Compensated Leave for the Employee, offering to the Employee both of the following: 226-2 rev. 6/30/06

1. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner, or family (at the Employee's option) with the Employee's share of the cost of the medical insurance coverage provided not exceeding five percent (5%) of the Employee's average gross monthly wages for the previous twelve months;

and at least one of the following additional supplemental Employee benefits:
2. An Employee pension or deferred compensation retirement plan under circumstances where the Service Contractor offers to make an Employer contribution to the plan of not less than five percent (5%) of the Employee's average gross monthly wages for the previous twelve (12) months, and where the plan is regulated and recognized by the federal Employee Retirement Income Security Program Act (hereinafter referred to as "ERISA," 29 USCA §1001 et seq.);

3. Child care or "dependent" care (or monetary assistance for child or dependent care needs) for a dependent(s) of the Employee under circumstances where the cost of the child or dependent care is funded or paid in full by the Employer and where the care is duly

licensed and certified by the State. For the purposes of this Chapter, the term "dependent" shall be as that term is used and defined in the federal Internal Revenue Code.

4. The equivalent of Ten (10) Eight (8) hour days of Compensated Leave to the Employee over and above the Compensated Leave as such Compensated Leave is defined in Section 9.128.010(F) hereof.

5. Any additional employee benefit or employee benefit program which the City's Living Wage Advisory Committee, at the request of a City Service Contractor, deems appropriate to qualify as an optional Supplemental Employee Benefit under this subsection E. Examples of additional benefits or benefit programs which may qualify under this subparagraph would be the following: 1. dental insurance coverage for the Employee and the employee's family; 2. life and accidental death or disability insurance for the Employee; 3. medical or health insurance plans which provide out-patient services, such as physical therapy, speech therapy, or mental health or substance abuse counseling and assistance.

F. COMPENSATED LEAVE TIME. For the purposes of this Chapter, the term "Compensated Leave" shall mean the following:

1. Full-Time Employees. Providing not less than three (3) compensated days off per calendar quarter worked to each full-time Employee.

2. Part-Time Employees. Providing the appropriate pro-rated portion of the Compensated Leave required by Subsection (F)(1) above to each part-time Employee, with the pro-ration being that percentage of time the part-time Employee has worked per week (on average) during the previous twelve weeks, with forty hours per week being the equivalent of 100 percent.

3. Full-Time and Part-Time Employee Defined. For the purposes of this section, a "full-time" Employee shall mean an employee who has worked for the Service Contractor forty (40) or more hours per week on average for any ten (10) weeks of the previous twelve-week period. Any Employee who is not a full-time Employee is a part-time Employee.

"Compensated Leave" shall mean that the Employee is allowed leave time and is compensated at the same rate of pay which he or she would have received had they worked a regular day of work for each day of leave time used by the Employee.

Nothing herein shall preclude an Employer from imposing a minimum employment period upon the use of compensated leave provided such minimum period is consistent with the requirements of state law. (Ord. 5384, 2006.)

9.128.020 Minimum Local Wage Payment Requirements for City Service Contractors.
A. MANDATORY MINIMUM LOCAL WAGE.

1. City-Owned or -Operated Work Buildings and Locations. Except as provided in Subsections (B) and (C) hereof, any City Service Contractor providing services to the City shall pay at least the Mandatory Minimum Local Wage to all Employees of the Service Contractor who work at a building, site, or location owned or operated by the City for those

hours of the Employee's work at the City building, site, or location and for those work hours at other work locations which can be directly attributed to the services provided to the City by the Service Contractor.

2. Work Sites Located at Non-City-Owned or -Operated Sites. Except as provided in Subsections (B) and (C) hereof, for those City Service Contractors where the work performed under a City Service Contract does not occur at a building, site, or location owned or operated by the City, the Service Contractor shall pay a Mandatory Minimum Local Wage to all Employees for those hours of the Employee's work which can be directly attributed to the services provided to the City by the Service Contractor.

B. EMPLOYEES RECEIVING BASIC MEDICAL INSURANCE COVERAGE AND COMPENSATED HOLIDAYS. City Service Contractors subject to the Mandatory Minimum Local Wage requirement of Subsection (A) hereof which provide an Employee with both Basic Medical Insurance Coverage at no cost to the Employee and Compensated Time-Off may pay a hourly wage of not less than Twelve Dollars ($12.00) to the Employee instead of the Mandatory Local Minimum Wage, which wage amount shall be adjusted upward annually each July 1st, beginning in 2006, by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1967=100 for Los Angeles-Riverside-Orange County, California, provided that no such annual adjustment may exceed the amount of six percent (6%). 227 rev. 6/30/06

C. EMPLOYEES RECEIVING SUPPLEMENTAL EMPLOYEE BENEFITS IN ADDITION TO BASIC INSURANCE COVERAGE. City Service Contractors subject to the Mandatory Local Minimum Wage requirement of Subsection (A) hereof which provide Supplemental Employee Benefits Coverage may pay an hourly wage of not less than Eleven Dollars ($11.00) instead of the Mandatory Local Minimum Wage, which wage amount shall be adjusted upward annually each July 1st, beginning in 2006, by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1967=100 for Los Angeles-Riverside-Orange County, California, provided that no such annual adjustment may exceed the amount of six percent (6%).

D. ADJUSTMENT OF SERVICE CONTRACT AMOUNT. The service contract amount set in Section 9.128.010(C) hereof shall be adjusted upward annually each July 1st, beginning in 2006, by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1967=100 for Los Angeles-Riverside-Orange County, California, provided that no such annual adjustment may exceed the amount of six percent (6%). (Ord. 5384, 2006.)

9.128.030 Supercession by Collective Bargaining Agreement.
The provisions of this Chapter, or any part thereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth in such collective bargaining agreement in express written terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute an express waiver of all or any part of the provisions of this Chapter by the represented employees. (Ord. 5384, 2006.)

9.128.040 Enforcement of Chapter Requirements.

A. COMPLIANCE – CONTRACTUAL OBLIGATION. Every City Service Contract (or any amendment thereto) shall contain express contract provisions requiring the City Service Contractor (as well as all subcontractors, agents, or assignees of the Service Contractor which perform work for the City pursuant to the Service Contract) to comply with the requirements of this Chapter as they exist on the date when the Contractor entered into its Contract or the date when such Contract is amended.

A breach of the applicable requirements of this Chapter, as determined by the City, shall constitute a breach of the Service Contract and may, as shall be expressly provided in all City Service Contracts, be the basis for an immediate termination of the Service Contract in the sole discretion of the City. In the event of a breach of Service Contract for non-compliance with this Chapter, the City may also elect to preclude future City contracts with the non-complying Service Contractor.

B. PAYROLL AND OTHER RECORDKEEPING REQUIREMENTS. City Service Contractors shall maintain adequate payroll, tax, time sheets, personnel, and work records sufficient to allow the City to verify the Contractor's compliance with the requirements of this Chapter. Such records shall be maintained for a period of two (2) years after the completion of the City's contract and shall be made available for review by the City upon the City's request.

C. AUDIT OF PAYROLL AND OTHER RECORDS. The City shall have the right of access to the employee time and work records required by this Section for the purposes of conducting an audit of such records to determine compliance with the requirements of this Chapter during the time the Service Contract is in effect and for a period of two (2) years after the completion of any City Service Contract.

D. PERIODIC CERTIFICATION OF COMPLIANCE. The standard City Service Contract provisions shall also require the Service Contractor to periodically provide an appropriate written certification to the City Finance Department certifying the Contractor's compliance with the terms of this Chapter in a form deemed appropriate by the City Finance Director and at those regular times deemed appropriate by the Finance Director. Such certification may include copies of the Employee time and work records as the City deems appropriate and necessary to verify the Contractor's full compliance with the terms of this Chapter.

E. EMPLOYEE PRIVATE RIGHT OF ACTION. Nothing in this Chapter shall be construed to limit an Employee's right to initiate legal action for a violation of his or her rights under this Chapter. An Employee may bring an action in a court of appropriate jurisdiction of this State for damages caused by a Service Contractor's violation of the requirements of this Chapter. A final court judgment in favor of an Employee establishing that a Service Contractor has violated the requirements of this Chapter shall be deemed a conclusive determination that the Contractor has violated this Chapter and shall allow the City, at the City's discretion, to terminate a Service Contract for breach upon not less than five (5) days written notice to the Contractor. (Ord. 5384, 2006.)

9.128.050 Effective Date and Implementation.

The obligations imposed by this Chapter shall take effect as of the effective date of the

ordinance codifying this Chapter and shall apply to those City Service Contracts approved (or substantively amended) by the City on or after that date. (Ord. 5384, 2006.)

APPENDIX I

ASSIGNMENT PROVISIONS

The Contract shall be subject to the following limitations on transfer or assignment:

(a) Neither party shall assign its rights nor delegate or otherwise transfer its obligations under this Contract to any other person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this agreement. The Public Participants may, however, assign their rights and delegate their obligations under this agreement to a joint powers authority, district, or similar governmental entity without the prior written consent of Contractor. For purposes of this section, "assignment" shall include, but not be limited to:

(1) A sale, exchange or other transfer to a third party of at least twenty-five percent of Contractor's assets dedicated to service under this agreement; and

(2) A sale, exchange or other transfer to a third party, including other shareholders, of outstanding common stock of Contractor which may result in a change of control of Contractor; and

(3) Any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which Contractor or any of its shareholders are a party which results in a change of ownership or control of Contractor; and

(4) Any assignment by operation of law, including insolvency or bankruptcy, assignment for the benefit of creditors, writ of attachment for an execution being levied against this agreement, appointment of a receiver taking possession of Contractor's property, or transfers occurring in a probate or other estate proceeding; and

(5) Any combination of the foregoing (whether or not in related or contemporaneous transactions, which has the effect of any such transfer or change of ownership, or change of control of Contractor.

(b) Contractor acknowledges that this agreement involves rendering a vital service to County residents and businesses, and that the Public Participants have selected Contractor to perform the services specified herein based on:

(1) Contractor's experience, skill and reputation for conducting its solid waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable local, state and federal environmental laws, regulations and best waste management practices; and

(2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to the Public Participants under this agreement.

(c) If Contractor requests the Public Participants' consideration of and consent to an assignment, the Public Participants may deny or approve such request at their discretion. The Public Participants will not unreasonably withhold their consent. The Public Participants are concerned about the possibility that assignment could result in significant rate increases,

solid waste disposal problems for the Public Participants, environmental problems, as well as a change in the quality of solid waste service for County residents. Accordingly, the following standards have been set to ensure that assignment will result in continued quality service. At a minimum, no request by Contractor for consent to an assignment need be considered by the Public Participants unless and until Contractor has met the following requirements:

(1) Contractor shall undertake to pay the Public Participants their reasonable expenses (including attorneys fees and other professional services fees) to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

(2) Contractor shall furnish the Public Participants with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years;

(3) Contractor shall furnish the Public Participants with satisfactory proof:

(A) That the proposed assignee has solid waste management experience of sufficient type and duration to ensure it can fulfill the terms of this agreement, including operation of the conversion technology involved in the project on a scale equal to or exceeding the scale of operations conducted by Contractor under this agreement ,

(B) That in the last five years, the proposed assignee or affiliates has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local environmental laws, and that the assignee has provided the Public Participants with a complete list of such citations and censures,

(C) That the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion,

(D) That the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of solid waste, including hazardous wastes, and

(E) Of any other information required by the Public Participants to ensure the proposed assignee can fulfill the terms of this agreement in a timely, safe and effective manner.

(4) The assignee shall assume all duties and obligations, whether precedent or otherwise.

(5) The Contractor shall remain secondarily liable for the agreement.

(d) Under no circumstances shall the Public Participants be obliged to consider any proposed assignment if Contractor is in default of its agreement at any time during the period of consideration.

APPENDIX J

FORM OF GUARANTY AGREEMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT dated as of _____ is made by _____(insert Guarantor's name), (the "Guarantor"), to the County of Santa Barbara and the cities of Santa Barbara, Goleta, Solvang, and Buellton ("Public Participants"), as political subdivisions and municipalities of the State of California.

Background

The Contractor has entered into a Service Contract dated as of _____ (the "Contract") with the Public Participants to which the Public Participants have agreed, under certain terms and conditions, to deliver waste to the facility to be constructed and operated by the Contractor for the purpose of waste conversion and energy production. One of the conditions to the performance by the Public Participants of the Service Contract is the guaranty of the Contractor's obligations by the Guarantor. The Guarantor is willing to make this Guaranty because the Guaranty will result in direct financial benefit to the Guarantor. Consequently, the Guarantor, for good and valuable consideration, the receipt of which is hereby acknowledged, agrees as follows:

SECTION 1. GUARANTY. (a) The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees the Public Participants (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Contractor under the Contract (including all amendments and supplements thereto) to, or for the account of, the Public Participants, and (2) the full and prompt performance and observance of each and all of the covenants and under the Service Contract, and (3) the full and prompt performance of all of the covenants and agreements to be performed under the Facility Site Lease (collectively, the "Obligations").

SECTION 2. GUARANTY OF PAYMENT AND PERFORMANCE. This Guaranty shall constitute a guaranty of payment and or performance and not of collection, and Guarantor specifically agrees that in the event of a failure by the Contractor to pay or perform any Obligation, the Public Participants shall have the right to proceed first and directly against the Contractor or exhaust any other remedies against the Contractor or against any other Party with responsibilities under this Guarantee and the Contract. without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that the Public Participants (1) file suit to obtain or assert a claim for personal judgment against the Contractor, (2) make any other effort to obtain payment or performance of the Obligations from the Contractor other than providing the Contractor with any demands or notice of default as may be required by the terms of the Contract, (3) foreclose against or seek to realize upon any security for the obligations set forth in the Service Contract, or (4) exercise or assert any other right or remedy to which the Public Participants are or may be entitled in connection with the Obligations or any other right

security therefore of any other guarantee thereof, except to the extent that any such exercise or assertion of such other right or remedy may be conditioned precedent to the Obligations of the Contract. Upon any unexcused failure by the Contractor in the payment or performance of any Obligation and the giving such notice, if any, to the Public Participants as may be required in connection with such Obligation, the liability of the Guarantor shall be effective and shall immediately be paid or performed. The Public Participants shall have the right to proceed against the Guarantor without notice to, or the consent or approval of, the Contractor, Guarantor or any other Person, and without the necessity of joining or being joined by the or any other Person in any such enforcement proceeding.

SECTION 3. GUARANTY ABSOLUTE AND UNCONDITIONAL. The obligations of the Guarantor hereunder shall remain in full force and effect until the Contractor shall have fully discharged the Obligations in accordance with their respective terms, and shall not be subject to any claim of the Guarantor against the Public Participants, the Public Participants or any other Person other than a claim that the matter giving rise to the Public Participants' claim is the subject of dispute resolution in good faith under the Contract or in the courts of the State of California. Unless otherwise waived by the Guarantor pursuant to the terms of this Guaranty, the Guarantor shall be entitled to assert any rights of set-off, counterclaim or defense available to the Contractor or its partners with respect to any obligations in the Contract, and if the Guarantor shall assert such right to set-off, counterclaim or defense and thereafter such a claim is prosecuted in good faith by appropriate negotiation or legal proceedings, the Guarantor's obligation to make payment pursuant to this Guaranty shall be automatically suspended pending resolution of such claim, but only to the extent of the amount of such claim. In the event any such right of set-off, counterclaim or defense shall be determined adversely to the Contractor or its partners, the Guarantor agrees to be bound by such determination. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way affected by reason of any of the following (whether with or without notice to, acknowledge by further consent of the Guarantor):

(1) the extension or renewal of this Guaranty or the Contract.

(2) any exercise or failure, omission or delay by the Public Participants in the exercise of any right, power or remedy conferred on the Public Participants by this Guaranty or the Contract or by law;

(3) any permitted transfer or assignment of right or obligations under the Contract or other transfer of any of any interests in the Facility or the Facility site;

(4) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the Contractor, the Public Participants or any Person in the Contract, or in any Transaction Contract or in any other agreements affecting the Facility or Facility Site;

(5) any amendment, change or modification in respect of any of the Obligations, or the release or discharge of the Contractor from the performance or observance of any of the Obligations by operation of Law;

(6) any renewal, amendment, change or modification in respect of any of the terms or conditions of the Contract, or in any Transaction Contract;

(7) any failure of title with respect to all, or any part of the respective interests in the Facility Site or the Facility, except to the extent such failure of title prevents or delays the performance of any obligations hereunder;

(8) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling or 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 Contractor, the Guarantor, or any other party to a Transaction Contract, or any of the property of any of them, or any allegation or contest of the validity of the Guaranty, the Contract, or any other Transaction Contract in any such proceedings (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and affect as if any such proceeding had not been instituted, it being the intent and purpose of this Guaranty that Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(9) any sale or other transfer by the Guarantor of any of the capital stock or other interest of the Guarantor in the now or hereafter owned, directly or indirectly, by the Guarantor, or any changes in composition of the interests in the ;

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

(11) any release or impairment of the security pledged under the Indenture, or any furnishing or acceptance of any additional security;

(12) the release, substitution or replacement in accordance with the terms of the Financing Contract of any property subject thereto or any redelivery, repossession, surrender or destruction of any such property, in whole or in part;

(13) any failure of any Party to the Contract, or any Transaction Contract to mitigated damages resulting from any default thereunder;

(14) the merger or consolidation of any party to a Transaction Contract into or with a any other Person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any Person except to the extent that any such occurrence prevents or delays the performance of any obligations hereunder;

(15) any legal disability or incapacity of any party to a Transaction Contract, except to the extent that any such occurrence prevents or delays the performance of any obligations hereunder;

(16) that entering into any Transaction Contract by any Person was invalid or in excess of the powers of such party; or

(17) that the rights of any Person as against any party to a Transaction Contract have become barred by any applicable statute of limitation or otherwise.

Should any money due or owing under this Guaranty not be recoverable from Guarantor due to any of the matters specified as recoverable from the Guarantor due to any of the matters specified in subparagraph (1) through (17) above, or otherwise, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though Guarantor were the principal debtor in respect thereof and not merely a guarantor and shall be paid by Guarantor forthwith.

SECTION 4. WAIVERS BY THE GUARANTOR. The Guarantor hereby unconditionally and irrevocably waives:

(1) notice from the Public Participants of their acceptance of this Guaranty;

(2) notice of any of the events referred to in Section 3 of the Guaranty, except to the extent that notice is required to be given as a condition to the enforcement of Obligations;

(3) to the fullest extent lawfully possible, all notices which 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 any payment from the Contractor with respect to the Obligations, and notice to the of default or protest for nonpayment or failure by the Contractor to perform and comply with the Obligations, except any notice provisions to the Contractor required pursuant to the Contract;

(4) to the fullest extent lawfully possible, all defenses which may now or hereafter exist by virtue of any stay, valuation, moratorium or similar law in any way limiting or restricting the liability of the Guarantor hereunder, except the sole defense of payment and performance;

(5) any right to require a proceeding first against the Contractor or any other Person or the security provided by or under any agreement;

(6) any requirement that the Contractor or any other Person be joined as a party to any proceeding for the enforcement of any term of any agreement;

(7) the filing of claims by the Public Participants in the event of the receivership or bankruptcy of the Contractor; and

(8) all demands upon the Contractor 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 4, 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 hereunder, it being the intention of the Guarantor that its obligations hereunder shall not be discharged except by payment and performance and then only to the extent of such payment and performance.

SECTION 5. PAYMENT OF COSTS AND EXPENSES. The Guarantor agrees to pay the Public Participants on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), incurred by or on behalf of the Public Participants in enforcing or attempting to enforce payment or performance and observance of the Obligations against the Guarantor or the Back-Up Guarantor, or in enforcement or attempting to enforce the covenants and agreements of the Guarantor in this Guaranty, whether by suit or otherwise, other than the costs and expenses that the Public Participants incurred in performing any of its Obligations under the Contract or applicable Transaction Contract where such obligations are a condition precedent of performance by the Contractor of its Obligations.

SECTION 6. SUBORDINATION OF RIGHTS. The Guarantor agrees that any right of subrogation or contribution which it may have at any time against the Contractor as a result of any payment or performance hereunder in hereby fully subordinated to the rights of the Public Participants hereunder and under the Contract and the agreements, and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Contractor until the Contractor and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations.

SECTION 7. SEPARATE OBLIGATIONS. The obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall (1) to the extent permitted by Applicable Law, constitute separate and independent obligations of the Guarantor from its other obligations under this Guaranty, (2) give rise to separate and independent cause of action against the Guarantor and (3) apply irrespective of any indulgence granted from time to time by the Public Participants.

SECTION 8. TERM OF GUARANTY. This Guaranty shall continue in effect until all the Obligations of the Contractor have been paid or performed, as the case may be, and the time has expired under Applicable Law, that would permit the recapture of any payment made by the Contractor pursuant to the Contract or any agreement by or on behalf of the Contractor or its creditors.

SECTION 9. REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR. The Guarantor hereby represents and warrants that:

(a) Existence and Powers. The Guarantor is duly organized and validly existing as a corporation under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(b) Due Authorization and Biding Obligation. The Guarantor has duly authorized the execution and delivery of this Guaranty, and this Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally and the availability of specific enforcement or injunctive relief and other equitable remedies is subject to the discretion of the court before which any proceeding may therefore be brought.

(c) No Conflict. Neither the execution or delivery by the Guarantor of this Guaranty, nor the performance by the Guarantor of its obligations hereunder (1) conflicts with, violates, or results in a breach of any law or government regulation applicable to the Guarantor, (2) conflict with, violates or results in a breach of any term or condition of the Guarantor's corporate chapter or by-law or any judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any lien, encumbrance or change of any nature whatsoever upon any of the properties or assets of the Guarantor, except as expressly contemplated hereby.

(d) No Governmental Approval Required. No approval, authorization, order or consent or, or declaration, registration or filing with any governmental authority is required for the valid execution and delivery by the Guarantor of this Guaranty, except such as shall have been duly obtained or made.

(e) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Guarantor's best knowledge, threatened against the Guarantor wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of the Guaranty, or which would materially and adversely affect the performance by the Guarantor or its obligations hereunder.

(f) No Legal Prohibition. The Guarantor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Guarantor of this Guarantor and the transactions contemplated hereby.

(g) Consent to Agreements. The Guarantor is fully aware of and consents to the terms and conditions of the Contract and the agreements.

SECTION 10. MAINTENANCE OF CORPORATE EXISTENCE. The Guarantor covenants that during the term of this Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all its assets and will not consolidate with or merge into another Person or Entity, or permit one or more other Persons or Entities to consolidate with or merge into it, or sell or otherwise transfer to another Person or Entity all or substantially all of its assets as an entirety and thereafter dissolve unless the successor Person or Entity(if other than the Guarantor) (i) assumes in writing all then obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the State, (ii) delivers to the Public Participants an opinion of counsel, which counsel shall be reasonably acceptable to the Public Participants, to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable, subject to applicable bankruptcy, insolvency or any other similar laws and to laws affecting creditors' rights generally and the availability of specific enforcement or injunctive relief and other equitable remedies in the court before which any proceeding therefore may be brought.

SECTION 11. CONTINUANCE OF OBLIGATIONS. The provisions of Section 10 shall continue in full force and effect after the occurrence of any event described in Section 10.

SECTION 12. ASSIGNMENT. This Agreement may not be assigned by the Guarantor without the prior written consent of the Public Participants, subject to the provisions of Section 10 of this Guaranty.

SECTION 13. QUALIFICATION IN CALIFORNIA. The Guarantor agrees that, so long as this Guaranty is in effect and if required by law to permit this Guaranty to be enforced, the Guarantor will be duly qualified to do business in the State of California.

SECTION 14. AGENT FOR SERVICE. The Guarantor irrevocably: (1) agrees that any suit, action or other legal proceeding arising out of this Guaranty may be brought in the courts of the State of California; (2) consents to the jurisdiction of the Superior Court of Santa Barbara County in any such suit, action or proceedings; and (3) waives any objection which it may have to the venue of any such suit, action or proceeding. During the term of this Guaranty, the Guarantor irrevocably designates the Secretary of State of the State of California, and designates the Contractor, as its agents to accept and acknowledge in its behalf service of any and all process in any such suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon either agent shall be taken and held to be valid personal service upon the Guarantor whether or not the Guarantor shall then be doing, or at any time shall have done, business within the State of California, and that any such service of process shall be of the same force and validity as if the Guarantor had itself accepted the service of process. Such agents shall not have any power or authority to enter any appearance or to file any pleadings in connection with any suit, action or other legal proceeding against the Guarantor or to conduct the defense of any such suit, action or any other legal proceedings.

SECTION 15. BINDING EFFECT. This Guaranty shall inure to the benefit of the Public Participants and shall be binding upon the Guarantor and its successors and assigns.

SECTION 16. AMENDMENTS, CHANGE AND MODIFICATIONS. This Guaranty may not be amended, changed or modified and none of its provisions may be waived, except with the prior written consent of the Public Participants and the Guarantor.

SECTION 17. COURSE OF DEALINGS. No failure or delay by the Public Participants in exercising any right, power or privilege hereunder or under the Contract shall operate as a waiver thereof nor shall any single or partial exercises thereof preclude any other right, power or privilege. The rights and remedies provided herein shall be cumulative and not exclusive of any rights or remedies provided in the Contract or by law or equity. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom such waiver, amendment, release or modification is sought to be enforced.

SECTION 18. NOTICES. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if telefaxed, sent via electronic mail, delivered in person, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses, or to such other addresses as any of the recipients may from time to time designate by notice given in writing.

If to the Guarantor: [Insert]

If to the Public Participants: [Insert]

SECTION 19. CAPITALIZATION TERMS. All capitalization terms not defined in this Guaranty shall have the meaning given in the RFP.

SECTION 20. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the California. In the event that changes in Law, regulations or practices not already known or anticipated as of this Agreement become effective, or changes in relevant permits materially alter the procedures applicable to the Parties' performance of their respective obligations hereunder, the Parties will endeavor in good faith to negotiate appropriate and mutually agreeable amendments to this Agreement or separate protocols to account for such changes, attempting in all events to restore or maintain for each Party as nearly as possible, its respective rights and obligations and benefits under this Agreement.

IN WITNESS WEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the [INSERT DATE]

GUARANTOR NAME

By:_____

Title: _____

DESIGNATED REPRESENTATIVE OF THE PUBLIC PARTICIPANTS

By:_____

Title:_____

APPENDIX K

REQUEST FOR INFORMATION (RFI)
AND
RFI ADDENDUM 1
(February 2008)

Santa Barbara, California
Conversion Technology Project
Request for Information
February 6, 2008

Introduction

The City and County of Santa Barbara, California, are evaluating the feasibility of developing a conversion technology (CT) project as an alternative to landfilling post-recycled municipal solid waste (MSW) at the Tajiguas Landfill. The Tajiguas Landfill currently disposes approximately 220,000 tons per year (tpy) of MSW. If determined to be feasible and desirable for the City and County, a project will be implemented to divert MSW that is not currently recycled from landfill disposal, by converting the non-recycled material into beneficial products such as energy, fuels, or other marketable products (e.g., compost, aggregate, metals). Such a project would be implemented as a supplement to, not a replacement for, recycling efforts. The City and County have established specific goals for a CT project, which are presented in Attachment 1.

In 2002 and 2003, a Subgroup of the Santa Barbara County Multi-Jurisdictional Solid Waste Task Group (MJSWTG) identified and evaluated numerous conversion technologies for consideration at the Tajiguas Landfill. Based on that previous review and evaluation process, a short-list of seven (7) CT companies was identified that could provide a feasible alternative to landfilling MSW. The Subgroup recommended to the MJSWTG consideration of a CT facility as part of a long-term solid waste management plan.

A significant amount of time has passed since the MJSWTG completed the evaluation and short-listing of conversion technology companies. During that time, changes have occurred in the capabilities and experience of many of the CT companies. In addition, several large studies have been published by other public jurisdictions that have evaluated numerous CT companies, including studies by the City and County of Los Angeles and New York City. As a result, the City and County of Santa Barbara are conducting an updated feasibility evaluation. The evaluation will be based on information included in the published studies referenced above, as well as information provided in response to this Request for Information. The updated evaluation is intended to determine whether a CT project is feasible as an alternative to landfilling MSW at the Tajiguas Landfill. It is also intended to determine which CT companies are best suited and capable of providing a CT project at the Tajiguas Landfill, and to short-list those companies for a potential future procurement.

Evaluation Process

The evaluation process will build on past work by the MJSWTG and recent, published studies by other public jurisdictions, along with a review of key supplemental information that may be provided by CT companies in response to this Request for Information (RFI).

In order to complete the evaluation, eleven (11) primary evaluation criteria have been established (see Attachment 2). These criteria are minimum screening parameters. Each technology supplier considered in the evaluation must meet all of the criteria in order to be further considered for a future procurement. The criteria have been structured to assess the viability of a reasonably-sized, commercial project that meets the goals established by the City and County (Attachment 1). The intent is to apply the criteria to develop an un-ranked short-list of approximately ten (10) technology suppliers. In establishing the short-list, the City and County reserve the right to conduct a comparative, secondary application of the primary evaluation criteria. If completed, secondary application of the criteria would assess the degree to which technology suppliers exceed the minimum requirements and are thus comparatively advantageous or highly advantageous.

The outcome of the evaluation process is intended to be an un-ranked short-list of companies determined to be best suited and capable of providing a successful CT project at the Tajiguas Landfill. The short-list and the evaluation process leading up to the short-list will not be used to actually make the selection of a preferred CT company. Selection would be based on detailed, comparative evaluation and ranking of formal proposals submitted in response to a future procurement. CT companies included on the short-list would be invited to submit proposals under any such procurement.

Request for Information (RFI)

CT companies responding to this RFI are requested to provide information that enables the City and County to review and evaluate the capabilities of the proposed technology and the experience and qualifications of the project team. At a minimum, information should be submitted to address each of the eleven criteria identified in Attachment 2 and to clearly demonstrate that such criteria are met by the respondent. Attachment 3 provides guidance regarding the information to be submitted for each criterion.

For purpose of this RFI, responses should be based on a project concept whereby the City and County would enter into a long-term waste supply agreement with the project developer, and would provide a site for the facility. Financing may be public or private, but for purpose of this RFI, responses should assume that the project developer would design, build, own, operate and finance the project, with the potential for public purchase at the end of the financing period. The project developer would be responsible for marketing all products. The project developer would also be responsible for disposing of residue, but may assume, for purpose of this RFI, that non-hazardous residue can be disposed at the Tajiguas Landfill at a cost of $56.00 per ton. Responses to this RFI should also be based on the following assumptions:

- **Project Size.** The project should be a commercial (i.e., not a demonstration) facility designed to process post-recycled MSW. The project must be capable of processing a minimum of 100,000 tpy of MSW during the first operating year of the project, and must be capable of increasing capacity up to 220,000 tpy within 10 years of the first operating year of the project.

- **Project Location.** Responses should assume that the project would be located at the Tajiguas Landfill. The Tajiguas Landfill is a County-owned and operated facility, located in Goleta, California. The County has designated an area at the landfill consisting of approximately 6 contiguous acres that would be available for development of a CT facility. Additional area may be available in other parts of the landfill property, if necessary, to supplement the 6 acres currently designated for a CT facility. Responses should address the suitability of a 6-acre parcel for project development, and should clearly state the acreage required to develop a facility.

- **Site Characteristics.** The Tajiguas Landfill is a modern, Subtitle D, municipal solid waste landfill. It includes a leachate collection and control system, and a methane gas collection system. Methane collected at the landfill is combusted on-site to generate electricity. There is an existing, 3-MW landfill gas generator at the site that has been in operation for approximately seven years. In addition to the availability of electricity on the site, a natural gas pipeline is located at the entrance to the landfill. There is no water or sewer service at the site. The area designated for a CT project is located on the landfill property, and is accessible by existing, on-site roadways (see Attachment 4). The area is level and cleared; it is on fill material, with a portion over waste material. It is located outside of the Coastal Zone. The area is currently about 560 feet long and averages 350 feet wide. It will be expanded by grading to result in a total area of approximately 6+ acres for development of a conversion technology facility.

- **Waste Characterization.** A current waste characterization is not available from the City and County of Santa Barbara for MSW disposed at the Tajiguas Landfill. Responses to this RFI should assume that the waste composition is as defined in the December 2004 Statewide Waste Characterization Study prepared by Cascadia Consulting Group for the California Integrated Waste Management Board. The Executive Summary of that study is provided as Attachment 5 to this RFI, and includes the link to the full study on the Board's website. Table ES-3 of the Executive Summary, Composition of California's Overall Disposed Waste Stream by Material Type, should be the basis of responses to this RFI.

RFI Process

Information submitted in response to this RFI will be reviewed and evaluated in consideration of the goals and criteria provided in Attachments 1 and 2, to determine the feasibility of a CT project as an alternative to landfilling post-recycled MSW at the Tajiguas Landfill, and to establish a short-list of technology suppliers determined to be best suited and capable of providing a successful CT project at the Tajiguas Landfill. CT companies included on the short-list would be invited to submit proposals under a future procurement.

The preliminary schedule for the RFI and evaluation process is as follows:

Issue Request for Information:	February 6, 2008
Responses due:	February 26, 2008
Preliminary Evaluation Complete:	March 24, 2008

The period of time for CT companies to prepare responses and the period of time for the City and County to review and evaluate responses are both short. The intent of this aggressive schedule is to allow the City and County to proceed quickly to a potential future procurement, should the City and County decide to do so. Recognizing that limited time will be available to review and evaluate responses, without substantial opportunity for clarification or addendum of information, CT companies are encouraged to submit clear and detailed information with their responses.

Responses should be submitted electronically to the County of Santa Barbara and to their consultant, Alternative Resources, Inc., by 11:00 AM, Eastern Standard Time, on Tuesday, February 26, 2008, as follows:

County of Santa Barbara:
Mr. Carlyle Johnston
Senior Program Specialist
County of Santa Barbara Public Works Dept.
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101
CJohnst@cosbpw.net

Alternative Resources, Inc.:
Ms. Susan Higgins
Senior Project Engineer
Alternative Resources, Inc.
1732 Main Street
Concord, MA 01742
SHiggins@alt-res.com

Attachment 1
Santa Barbara Conversion Technology Project
Project Goals

Increase Diversion of Post-Recycled MSW for Affected Jurisdictions. Any considered CT must increase the diversion of post-recycled MSW intended for landfill disposal through pre-processing (or post-processing) and/or conversion of post-recycled MSW into beneficial products such as energy, fuels, or other marketable products (e.g., compost, aggregate, metals).

Reduce Environmental Impacts of Landfilling MSW. Any considered CT must limit and/or mitigate environmental impacts of landfilling MSW, including but not limited to water quality and greenhouse gas emissions.

Provide Financial Feasibility and Sustainability. Any considered CT must have capital and operating costs that result in a feasible, cost-competitive tipping fee, with long-term financial stability that would limit financial impacts to affected rate payers.

Produce Green Energy and Other Marketable Products. Any considered CT must include a component of green energy and/or fuel production, along with other marketable products, as applicable, such as recovered metals and compost.

Provide a Humane Work Environment. The project will be dedicated to maintaining humane working conditions, and will not consider any CT that is deemed to have an unjust or unsafe impact on workers.

Result in a Long-Term Waste Disposal Plan. Any considered CT must result in a long-term waste disposal alternative for participating jurisdictions within Southern Santa Barbara County (with a 20 year minimum lifespan required).

Attachment 2
Santa Barbara Conversion Technology Project
Primary Evaluation Criteria
(Minimum Screening Parameters)

1. Any considered CT must be capable of processing a minimum of 100,000 tons per year (tpy) of MSW during the first operating year of the project, and must be capable of increasing capacity up to 220,000 tpy within 10 years of the first operating year of the project.

2. Any considered CT must be capable of operating for a minimum of 20 years.

3. Any considered CT must be compatible with local solid waste management programs, including recycling programs.

4. Any considered CT must be capable of diverting at least 60% by weight of the MSW received for processing from landfill disposal.

5. Any considered CT must have a projected tip fee that limits financial impact to affected ratepayers (i.e., no more than 10% beyond the price the ratepayer would expect for other alternatives).

6. Any considered CT must produce end products that have probable, identifiable or existing markets (including electricity and/or fuel products).

7. Any considered CT must conform to California environmental standards, and must limit and/or mitigate environmental impacts of landfilling MSW.

8. Any considered CT must have been demonstrated at a minimum of one facility of similar size or with a minimum unit size of 50 tons per day (tpd), and shall have been in operation for at least six months (as of February 29, 2008) processing MSW or similar feedstock.

9. Any considered CT must have a project team that has experience designing, building and operating a solid waste management facility, either individually or as a team.

10. The project developer must have bonding ability equal to the estimated cost of facility design and construction, and, during operation, equal to the estimated annual operating cost; must not be in bankruptcy; and must provide a financing plan that reasonably demonstrates that it can offer private project financing, if required.

11. The project developer must not be debarred from contracting in California.

Attachment 3
Santa Barbara Conversion Technology Project
Information Requested for Application of Evaluation Criteria

Criterion	Requested Information
1. Any considered CT must be capable of processing a minimum of 100,000 tons per year (tpy) of MSW during the first operating year of the project, and must be capable of increasing capacity up to 220,000 tpy within 10 years of the first operating year of the project.	• Describe, in narrative form, the proposed conversion technology along with a description of how a facility would work including, as applicable: receipt of waste, preprocessing, conversion, post-processing, and product and residue management. • Identify the initial facility capacity that would be proposed (between 100,000 and 220,000 tpy). Describe the number of processing lines and unit capacities to meet that overall facility capacity. Describe whether unit capacities and facility capacity are comparable to existing applications of the technology, or how scale-up will be achieved. • If initial capacity would be less than 220,000 tpy, describe how the facility would be modularly expanded, within 10 years, to 220,000 tpy and discuss possible disruptions or interruptions to operations, if any, during expansion work. • Identify the acreage required to develop the proposed facility, at initial and full capacity. Describe whether any specific design features are required to develop the proposed facility within the available site area of 6 acres. If more than 6 acres would be required for the proposed facility, describe if the additional acreage could be located in a non-contiguous area of the site or off-site.
2. Any considered CT must be capable of operating for a minimum of 20 years.	• Describe the useful life of the technology, in the application that would be proposed. Provide available supporting information, such as the length of time existing facilities have operated and the contractual operating periods for such facilities. If operating histories do not directly provide evidence of a 20-year useful life, provide information on fabrication, construction, operations, maintenance and/or capital replacement strategies intended to assure such useful life.
3. Any considered CT must be compatible with local solid waste management programs, including recycling programs.	• Describe how the technology can be incorporated into an integrated, municipal solid waste management program that has, as one of its priorities, recycling and/or energy and materials recovery. • Describe how the technology could supplement recycling activities. • Identify any technology-specific feed stock requirements that could be impacted by recycling programs or other waste management activities. • Describe the flexibility of the technology to manage municipal solid waste along with other potential waste streams, such as wastewater sludge.
4. Any considered CT must be capable of diverting at least 60% by weight of the MSW received for processing from landfill disposal.	• Provide mass, energy, and water balance information for the technology, showing the amount of MSW that would be diverted from landfill disposal through the recovery of recyclables and generation of products (including electricity, as applicable). • Describe the quantity and quality of the residue resulting from the process that would require landfill disposal, including identification of the source of that residue in the process. • Provide available supporting information, such as diversion data from existing facilities. • Discuss the eligibility of the technology for diversion credits, now or in the future.

Criterion	Requested Information
5. Any considered CT must have a projected tip fee that limits financial impact to affected ratepayers (i.e., no more than 10% beyond the price the ratepayer would expect for other alternatives).	• For the proposed facility capacity, provide *planning-level* cost and pricing estimates (in 2008 dollars), including capital cost, operating cost, product revenue (by product), and tip fee revenue. • Provide a breakdown of capital cost including: permitting, design and construction, and cost for structures, equipment, environmental control systems, utilities, ancillary systems, vehicles, and other costs. • Provide a breakdown of operating costs including: labor, residuals disposal, utilities, chemicals, maintenance and repair, capital repair and replacement, and other costs. • Provide a staffing plan for the proposed facility, corresponding to the planning-level operating costs. • Provide a breakdown of potential revenues by product type. • For the costs identified above, estimate the corresponding, first-year tipping fee. Describe how the tipping fee would be expected to change over the life of the project (i.e., what events or circumstances may affect the tip fee, such as build-out to 220,000 tpy, if not done initially, general inflation, change in MSW composition, energy and/or materials prices over time, state or federal regulations). • Describe the availability of any funding sources (e.g., grants, state or federal loan guarantees, etc.) for the proposed technology, how such funds would be pursued, and the potential impact of such funds on the planning-level cost and pricing estimates.
6. Any considered CT must produce end products that have probable, identifiable or existing markets (including electricity and/or fuel products).	• Provide a listing of all potential products, including electricity and/or fuel products, and expected revenues by product (unit-price basis). • For each product, identify the expected market and describe the anticipated strength of that market. • Describe contingency plans for products that may have less certain markets. • Describe experience in marketing products at existing facilities. • Discuss the eligibility of the technology for renewable energy credits under current conditions or, if not eligible today, under what future circumstances might the technology be eligible for renewable energy credits.
7. Any considered CT must conform to California environmental standards, and must limit and/or mitigate environmental impacts of landfilling MSW.	• Describe the types of permits expected to be needed to implement the technology. • Describe how the technology would limit and/or mitigate the impacts of landfilling MSW. • Describe expected environmental performance, and provide any supporting information associated with existing facilities (e.g., air emissions data; consumptive water use; wastewater data; traffic impacts; site and aesthetic considerations). • For technologies that produce an intermediate gas (syngas, biogas) that would be combusted to generate electricity, describe whether the gas is (or otherwise could be) captured and pre-cleaned prior to conversion to electricity. Identify any existing facilities where this practice has been demonstrated.

Criterion	Requested Information
8. Any considered CT must have been demonstrated at a minimum of one facility of similar size or with a minimum unit size of 50 tons per day (tpd), and shall have been in operation for at least six months (as of February 29, 2008) processing MSW or similar feedstock.	• Provide a listing of the facilities that are currently or have previously been in operation, indicating location and name of facility, facility capacity, unit capacity, period of operation (including if operated continuously or on a limited basis), type of operation (e.g., demonstration or commercial facility), and type of waste processed. • Identify the facility or facilities that provide the best demonstration of the technology. • If available, provide photographs of the technology and facilities in a jpg format.
9. Any considered CT must have a project team that has experience designing, building and operating a solid waste management facility, either individually or as a team.	• Identify principal project participants (e.g., lead developer; project manager; owner; investment banker or funders; engineering procurement and construction (EPC) contractor; suppliers of major equipment; operator; environmental permitting consultant, etc.) • Describe the experience of individual project team members in the following key areas: o Project development, design and construction of municipal solid waste facilities in general, and utilizing the proposed or similar technology o Project financing experience o Regulatory and permitting experience in the U.S. for solid waste management facilities, including experience in California and with the CEQA process o Public-private partnership experience in the U.S. for municipal solid waste projects, including experience in responding to public procurements o Experience marketing products from the technology • Describe the experience of the project team in working together previously in development, permitting, design, construction and operation of a solid waste management facility and with the proposed or similar technology, providing specific project examples, where available. • Describe the overall technical and financial resources of the project team, including the location of key resources (e.g., outside the U.S., within the U.S., California-based). As appropriate, also provide such information for any parent corporations that may be proposed as guarantors of participating subsidiaries and/or projects. If available, provide audited financial statements (annual reports) for the immediately preceding fiscal year for principal team members.
10. The project developer must have bonding ability equal to the estimated cost of facility design and construction, and, during operation, equal to the estimated annual operating cost; must not be in bankruptcy; and must provide a financing plan that reasonably demonstrates that it can offer private project financing, if required.	• Provide a preliminary financing plan that reasonably demonstrates the project team can structure a private project financing, if required (i.e., for a design, build, own, operate (DBOO) approach). Indicate commitments from the City and County that may be necessary to support a DBOO structure. • Describe the financial resources of each principal member of the project team regarding the ability to provide the requested bonding (or other comparable project security instruments) for project construction and operation, and experience in obtaining such bonds or security for other projects. • Provide a statement that the project developer is not in bankruptcy.

Criterion	Requested Information
11. The project developer must not be debarred from contracting in California.	• Provide a statement that the project developer is not debarred from contracting in California.

Attachment 4
Aerial of Proposed CT Site at the Tajiguas Landfill
(approximately 6 acres after final grading)

Attachment 5
Executive Summary
Statewide Waste Characterization Study
December 2004
Cascadia Consulting Group, Inc., under contract for
California Integrated Waste Management Board

Contractor's Report to the Board

Executive Summary

Statewide Waste Characterization Study

December 2004

Produced under contract by:

Cascadia Consulting Group, Inc.

CASCADIA
CONSULTING GROUP

The complete study can be found on the Board's website at
http://www.ciwmb.ca.gov/Publications/default.asp?pubid=1097

California Environmental Protection Agency
Integrated Waste Management Board

Executive Summary

Introduction and Objectives

In 2003 and 2004, the California Integrated Waste Management Board (CIWMB) conducted a statewide study with the objective of obtaining information on the types and amounts of materials disposed at solid waste facilities throughout the state. In many ways, this study followed the standards and protocols established for the 1999 Statewide Waste Characterization Study. As with the 1999 study, the present study derives quantity and composition estimates for the commercial, residential, and self-hauled waste streams throughout California.

However, the present study departs significantly from the 1999 study in its use of samples obtained from vehicles at disposal facilities to characterize commercial waste, instead of samples obtained at actual commercial sites. The present study also examines additional material types and includes additional analysis of the disposal rates of rigid plastic packaging containers (RPPC) and California redemption value (CRV) containers at a level of detail beyond what was done in the 1999 study [1].

Study Methodology

Waste sampling occurred using a stratified random sampling methodology in which waste was sampled from numerous subgroups (strata) to develop a waste composition profile for each stratum. The strata were then "added together" in a way that reflects each stratum's relative contribution to the overall waste stream, thus producing overall waste composition information. Strata considered in this study included the geographical region, the waste sector (residential, commercial or self-hauled), and the waste subsector (single-family residential, multifamily residential, residential self-hauled, and commercial self-hauled).

The state was divided into five regions that were selected because of similarities in demographic, climate, geographic, and economic characteristics. Data regarding waste composition was gathered from 550 waste samples sorted at 22 disposal facilities (landfills and transfer stations) in five regions during four seasons. Whenever possible, a randomized process was used to select participating disposal facilities, vehicles carrying waste, multifamily dwellings, and waste samples to include in the study. Approximately equal numbers of waste samples belonging to each waste sector were obtained from each region of the state.

The waste from samples was sorted into 98 material types that can be fit to California's Standard List of Material Subtypes for Waste Sorting as well as RPPC types and CRV types that have been defined by CIWMB staff and described in Appendix B: List and Definitions of Material Types. All material types were chosen and defined such that they can be fit to the material types used during California's 1999 Statewide Waste Characterization Study. New for this study were separate types for four categories of electronic waste, expanded plastic film types, and carpeting. Also, for the first time, the CIWMB included a contamination study for selected material types.

In addition, surveys of vehicle drivers at the entrances to participating disposal facilities produced data that was used to estimate the portion of California's waste that corresponds to each of the waste sectors and subsectors. Generally, the surveys were conducted on the same days that waste sampling occurred. All vehicles bringing waste to the site during a pre-determined ten-hour period were surveyed. The generating sector represented by the waste was identified, and the net weight of each load was recorded. A total of 4,693 surveys were completed.

[1] The 1999 study is available at http://www.ciwmb.ca.gov/Publications/default.asp?pubid=824.

Results

The data gathered during the sampling efforts was compiled, and statistical analyses were performed in order to extrapolate the findings to statewide estimates. The final report includes detailed findings for the following areas:

- Disposed waste composition and tonnage for the state's overall waste stream and the commercial, residential, and self-hauled sectors.
- Disposed waste composition and tonnage of the single-family residential and multifamily residential subsectors.
- Disposed waste composition and tonnage of the commercial self-hauled and residential self-hauled subsectors.
- Disposed waste tonnage for four waste-generating activities that comprise commercial self-hauled waste.
- Disposed waste composition and tonnage for RPPCs and CRV containers statewide.

The findings show that, statewide, the commercial sector comprises 47 percent of the waste stream, the residential sector (single-family plus multifamily) represents 31.6 percent, and the self-hauled sector is responsible for the remaining 21.3 percent. The data also shows that approximately 350,770 tons of RPPCs were disposed statewide in 2003, equating to 0.87 percent of the overall waste stream.

Table ES-1 depicts the estimated contribution to the overall waste stream of each sector. Figure ES-A through Figure ES-D display the breakdown of the waste stream by nine material classes of material, for the overall waste stream and each of the three waste sectors that were studied. Table ES-2 presents the ten most prevalent material types in the overall disposed waste stream. Finally, Table ES-3 provides a detailed breakdown of the composition of the overall waste stream by material type.

A note on data for the *construction & demolition* material class: the data in this category reflects the total amounts of these **material types** in the overall disposed waste stream, regardless of the activity generating the material. For example, the *lumber* material type would include wood scraps from a home craft project that were disposed in a residential garbage can. Another example would be a pallet that a business disposed in its dumpster. These materials were not generated by construction and demolition **activities**, but they fall under the *lumber* material type in the *construction & demolition* material class.

Also, construction and demolition activities generate other materials in addition to the ones listed under the *construction & demolition* material class, such as *cardboard*, *ferrous metal*, and *plastic film*. These materials were counted under the *paper*, *metal*, and *plastic* material classes, even though they were generated by construction and demolition activities. In sum, the amounts of materials listed in the *construction & demolition* material class cannot be used as an estimate of the total amount of construction and demolition waste disposed in California. A future study, to be conducted in 2005, will focus on characterizing and quantifying construction and demolition waste as a separate waste stream.

Table ES-1: Estimated Contribution of Each Sector to California's Overall Disposed Waste Stream, 2003

	Est. Percentage of Disposed Waste Stream	Est. Tons Disposed Statewide
Commercial	47.0%	18,924,058
Residential	31.6%	12,721,055
Single-family residential	23.4%	*9,403,504*
Multifamily residential	8.2%	*3,317,551*
Self-hauled	21.3%	8,590,215
Commercial self-hauled	17.3%	*6,963,322*
Residential self-hauled	4.0%	*1,626,894*
Totals	**100.0%**	40,235,328

Numbers may not total exactly due to rounding. Source: Individual facility records and 2003 vehicle survey findings applied to CIWMB Disposal Reporting System 2003 tonnage figures.

Figure ES-A: Material Classes in California's Overall Disposed Waste Stream, 2003

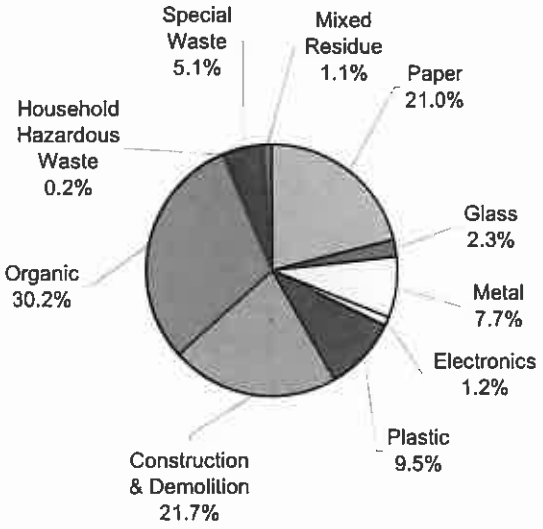


Figure ES-B: Material Classes in the Commercial Disposed Waste Stream, 2003

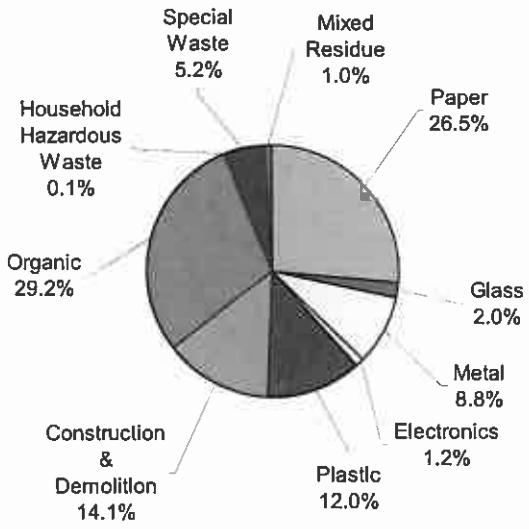


Figure ES-C: Material Classes in the Residential Disposed Waste Stream, 2003

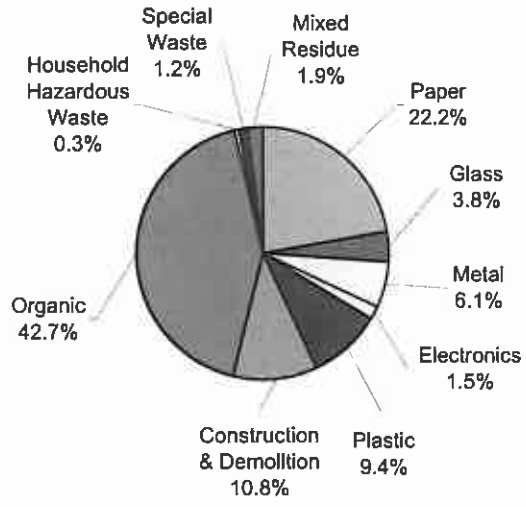
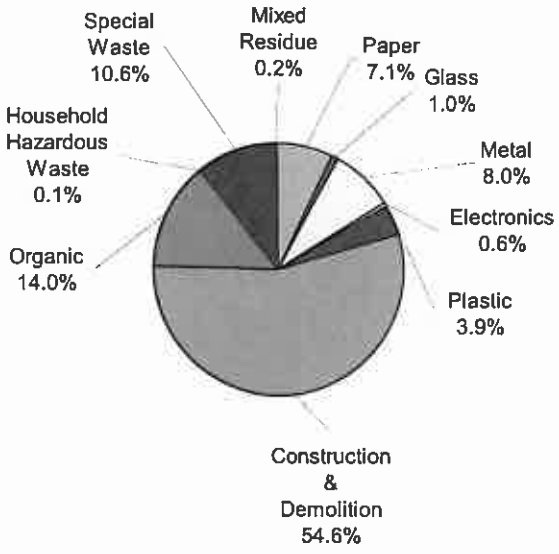


Figure ES-D: Material Classes in the Self-Hauled Disposed Waste Stream, 2003



Numbers may not total exactly due to rounding.

Table ES-2: Ten Most Prevalent Material Types in California's Overall Disposed Waste System, 2003

Material Type	Est. Pct.	Est. Tons	Cumulative Pct.
Food	14.6%	5,854,352	14.6%
Lumber	9.6%	3,881,214	24.2%
Uncoated Corrugated Cardboard	5.7%	2,312,147	29.9%
Remainder/Composite Paper	5.7%	2,274,433	35.6%
Remainder/Composite Organics	4.4%	1,752,803	40.0%
Leaves and Grass	4.2%	1,696,022	44.2%
Remainder/Composite Construction and Demolition	3.6%	1,452,009	47.8%
Other Miscellaneous Paper	3.5%	1,400,526	51.3%
Bulky Items	3.4%	1,348,224	54.6%
Remainder/Composite Metal	2.5%	1,018,242	57.1%

Any differences between *cumulative percent* figures and the sum of *estimated percent* figures are due to rounding. *Note: *Remainder/composite paper* includes such items as waxed corrugated cardboard, aseptic packages, paper towels, and photographs. Examples of *remainder/composite organics* include leather items, cork, garden hoses, carpet padding, and diapers. The material type *remainder/composite construction and demolition* includes such items as tiles, toilets, and fiberglass insulation. *Remainder/composite metal* includes such items as small non-electronic appliances, motors, and insulated wire.

Table ES-3: Composition of California's Overall Disposed Waste Stream by Material Type, 2003

	Est. Pct.	+/-	Est. Tons
Paper	**21.0%**		**8,445,989**
Uncoated Corrugated Cardboard	5.7%	1.2%	2,312,147
Paper Bags	1.0%	0.5%	386,097
Newspaper	2.2%	0.4%	887,091
White Ledger	1.1%	0.3%	447,516
Colored Ledger	0.1%	0.0%	20,583
Computer Paper	0.1%	0.0%	20,845
Other Office Paper	0.7%	0.2%	296,203
Magazines and Catalogs	0.8%	0.2%	311,143
Phone Books and Directories	0.2%	0.1%	89,403
Other Miscellaneous Paper	3.5%	0.6%	1,400,526
Remainder/Composite Paper	5.7%	0.7%	2,274,433
Glass	**2.3%**		**934,926**
Clear Glass Bottles and Containers	0.9%	0.1%	356,467
Green Glass Bottles and Containers	0.4%	0.1%	180,570
Brown Glass Bottles and Containers	0.3%	0.0%	104,568
Other Colored Glass Bottles and Containers	0.0%	0.0%	3,106
Flat Glass	0.4%	0.4%	151,344
Remainder/Composite Glass	0.3%	0.1%	138,870
Metal	**7.7%**		**3,115,357**
Tin/Steel Cans	0.8%	0.2%	323,540
Major Appliances	1.5%	2.1%	616,663
Used Oil Filters	0.0%	0.0%	1,376
Other Ferrous	2.4%	0.5%	969,676
Aluminum Cans	0.2%	0.0%	74,851
Other Non-Ferrous	0.3%	0.1%	111,008
Remainder/Composite Metal	2.5%	0.6%	1,018,242
Electronics	**1.2%**		**481,353**
Brown Goods	0.1%	0.0%	41,394
Computer-related Electronics	0.3%	0.2%	119,917
Other Small Consumer Electronics	0.2%	0.1%	93,273
Television and Other Items with CRTs	0.6%	0.5%	226,769
Plastic	**9.5%**		**3,809,699**
PETE Containers	0.5%	0.1%	216,134
HDPE Containers	0.5%	0.1%	189,549
Miscellaneous Plastic Containers	0.5%	0.1%	206,470
Plastic Trash Bags	1.0%	0.2%	390,460
Plastic Grocery and Other Merchandise Bags	0.4%	0.0%	147,038
Non-Bag Commercial and Industrial Packaging Film	0.7%	0.3%	290,331
Film Products	0.2%	0.2%	93,073
Other Film	2.1%	0.6%	826,757
Durable Plastic Items	1.4%	0.2%	561,543
Remainder/Composite Plastic	2.2%	0.3%	888,343
Organic	**30.2%**		**12,166,452**
Food	14.6%	2.6%	5,854,352
Leaves and Grass	4.2%	1.0%	1,696,022
Prunings and Trimmings	2.3%	0.6%	920,356
Branches and Stumps	0.3%	0.2%	119,754
Agricultural Crop Residues	0.0%	0.0%	0
Manures	0.1%	0.0%	36,506
Textiles	2.4%	1.3%	947,789
Carpet	2.1%	0.7%	838,869
Remainder/Composite Organics	4.4%	0.8%	1,752,803
Construction & Demolition	**21.7%**		**8,732,074**
Concrete	2.4%	0.9%	966,607
Asphalt Paving	0.0%	0.0%	10,414
Asphalt Roofing	1.9%	1.0%	767,981
Lumber	9.6%	1.4%	3,881,214
Gypsum Board	1.7%	0.8%	676,430
Rock, Soil, and Fines	2.4%	1.0%	977,419
Remainder/Composite Construction and Demolition	3.6%	0.8%	1,452,009
Household Hazardous Waste	**0.2%**		**73,599**
Paint	0.0%	0.0%	19,203
Vehicle and Equipment Fluids	0.0%	0.0%	1,000
Used Oil	0.0%	0.0%	548
Batteries	0.1%	0.0%	34,021
Remainder/Composite Household Hazardous	0.0%	0.0%	18,827
Special Waste	**5.1%**		**2,038,431**
Ash	0.1%	0.1%	60,160
Sewage Solids	0.0%	0.0%	0
Industrial Sludge	0.0%	0.0%	0
Treated Medical Waste	0.0%	0.0%	15,367
Bulky Items	3.4%	1.2%	1,348,224
Tires	0.3%	0.2%	126,633
Remainder/Composite Special Waste	1.2%	1.6%	488,047
Mixed Residue	**1.1%**	0.3%	**437,448**
Totals	**100.0%**		**40,235,328**
Sample count:	**550**		

Confidence intervals calculated at the 90% confidence level. Percentages for material types may not total 100% due to rounding.

Santa Barbara, California
Conversion Technology Project
Request for Information - Addendum No. 1
February 24, 2008

This is Addendum No. 1 to the February 6, 2008, Request for Information (RFI) for the Santa Barbara, California, Conversion Technology Project. This Addendum No. 1 provides the following clarifications and answers to questions regarding the RFI:

1. **Can the due date for submittal of RFI responses be extended?**

   The due date for submittal of RFI responses is extended to Friday, March 7, 2008.

2. **Approximately five years ago, Santa Barbara issued an RFP for a conversion technology project. Is Santa Barbara serious about the current RFI effort?**

   Yes, the City and County of Santa Barbara are working cooperatively and diligently to evaluate the feasibility of developing a conversion technology (CT) project as an alternative to landfilling post-recycled municipal solid waste at the Tajiguas Landfill. As part of that process, in January 2008 the City Council and the County Board of Supervisors reviewed and approved the project goals and evaluation criteria included in the RFI (RFI attachments 1 and 2, respectively). The next step, reviewing responses to the RFI, is critical to future project success. Your participation is appreciated.

3. **Can a site walk-over be conducted?**

   Yes. Requests to visit the site should be coordinated with Carlyle Johnston by email at CJohnst@cosbpw.net or by telephone at 805-882-3617.

4. **Would Santa Barbara consider a pilot plant at the Tajiguas Landfill?**

   The City and County of Santa Barbara will consider projects that meet the evaluation criteria identified in the RFI. See evaluation criterion #1 for further guidance.

5. **Please clarify evaluation criterion #5, regarding projected tip fee, on a $/ton basis.**

   The current tipping fee for MSW at the Tajiguas Landfill is $55.50 per ton. For purpose of the RFI, conversion technology projects with a projected tipping fee of less than $100 per ton will be considered to meet evaluation criterion #5.

6. **Regarding evaluation criterion #8, please clarify whether it is required that the technology operated consistently for the six month period prior to the RFI?**

   Operating commercial facilities that are the basis of demonstrating compliance with evaluation criterion #8 shall have been in operation for at least six months, prior to February 29, 2008. Commercial facilities that are not operating as of February 29, 2008, but previously operated for at least six months, can also be the basis of demonstrating compliance with evaluation criterion #8. It is recognized that some respondents may have a demonstration facility, but not an existing or previously-operated commercial facility, and that such demonstration facilities may not be operated on a continuous basis. For purpose of the RFI, demonstration facilities that have operated intermittently, but processed at least 1,000 tons of MSW or similar feedstock over a one-year period, will be considered to meet the operating requirement of evaluation criterion #8.

7. **Attachment 3 to the RFI lists many things that our company does not normally give out this early in the development process. Please advise what is required to be submitted with the RFI response.**

   At a minimum, RFI responses should address each of the eleven evaluation criteria in order to demonstrate that such criteria are met by the respondent. Attachment 3 to the RFI provides guidance regarding the information to be submitted. The information requested in Attachment 3 will enable the City and County to effectively review and evaluate the capabilities of the proposed technology and the experience and qualifications of the project team. Responders are encouraged, but not required, to submit the specific information requested in Attachment 3. Responders are required to submit sufficient information to demonstrate all eleven evaluation criteria are met.

8. **The RFI requests that responses be submitted electronically. Is it acceptable to submit the main text of the RFI response via e-mail, along with separate delivery of a CD and paper copy of more voluminous, supplemental material?**

   If the full RFI response is too large to submit electronically, it is acceptable to submit the main text of the RFI response via e-mail, along with separate delivery of supplemental material. All information considered to be part of the RFI response is to be submitted by the RFI response due date of March 7, 2008.