



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE:

BRC-2

June 9, 2022

**REQUEST FOR PROPOSALS
PROJECT DEVELOPER TO LEASE SITE AND DESIGN, BUILD,
OWN AND OPERATE AN ANAEROBIC DIGESTION FACILITY
AT THE CALABASAS LANDFILL
RFP NUMBER: BRC0000371**

Los Angeles County Public Works is requesting proposals from qualified firms to design, build, and own and operate an anaerobic digestion facility on a leased site at the Calabasas Landfill.

The deadline to submit Statement of Qualifications is Thursday June 30, 2022, at 4 p.m. Proposals received after the deadline will not be accepted.

Optional Pre-Proposal Conference

A pre-proposal virtual conference to answer questions concerning the project will be held on **Wednesday June 15, 2022** at 10:00 a.m., via Microsoft Teams. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live)" on the project page located at the website below to join. The Live link will be posted on the morning of the event.

<https://dpw.lacounty.gov/contracts/opportunities.aspx>

Optional Pre-Proposal Site Visit

A site visit will also be conducted at the Calabasas Landfill on **Wednesday, June 22, 2022 at 9:00 a.m.**, to discuss the project. Those who wish to attend should meet at 5300 Lost Hills Rd, Agoura Hills, CA 91301. Please meet in front of the office trailer at the entrance area to the right of the scale houses. **Masks are required indoors and all persons visiting the sites must self-certify that they are symptom free.**

"Doing Business with Public Works" Website Registration

All interested proposers for this Request for Proposals (RFP) are strongly encouraged to register at <https://pw.lacounty.gov/contracts/Opportunities.aspx>. Only those firms registered for this RFP through the Public Works website will receive automatic notification when any update to this RFP is made. **The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.**

Proposal Submission

Mail-in electronic proposals via Universal Serial Bus (USB) drive or compact disk (CD) to Public Works Headquarters. Mail-in proposals must be received by the Cashier's Office by the deadline. Proposals shall be addressed to:

Los Angeles County Public Works Cashier's Office
900 South Fremont Avenue, Mezzanine Level
Alhambra, CA 91803
Attention: Matt Jerge
CALABASAS LANDFILL ANAEROBIC DIGESTION FACILITY
RFP NUMBER: BRC0000371

Proposers may use FedEx or UPS (or other delivery service) to deliver proposals. Proposers may submit proposals in-person to the Cashier's Office by the deadline.

Submissions must be received by the specified submittal date and time.
SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

Doing Business with Small Business

The County provides many benefits for firms that are certified through the County's Local Small Business Enterprise (LSBE) Program. Eligible firms, prime contractors, and subcontractors are strongly encouraged to participate and receive benefits available only to LSBEs, such as price preference during solicitation process, when applicable, and the LSBE Prompt Payment Program, which ensures payment within 15 days of receipt of an undisputed invoice for goods or services. This program and how to obtain certification are available on the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services) website: dcba.lacounty.gov.

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Follow us on Twitter:

We encourage you to follow us on Twitter: @[LACoPublicWorks](#) for information on Public Works and instant updates on contracting opportunities and solicitations.

Proposers must submit questions in writing and request information for this solicitation by 14 calendar days prior to the submittal deadline. If you have any questions regarding this RFP, you may contact Mr. Matt Jerge at (626) 458-2593 or by e-mail at mjerge@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

A handwritten signature in black ink that reads "Jose Quevedo". The signature is written in a cursive style and is contained within a rectangular box.

for
JOSE QUEVEDO, PE
Assistant Deputy Director
Business Relations and Contracts Division

JQ:mj

REQUEST FOR PROPOSALS

**PROJECT DEVELOPER TO
LEASE SITE AND DESIGN, BUILD,
OWN AND OPERATE AN
ANAEROBIC DIGESTION FACILITY
AT THE CALABASAS LANDFILL**

**Issued by:
Los Angeles County
Public Works**



RFP Issuance Date:	June 9, 2022
Pre-Proposal Meeting Date:	June 15, 2022
Site Visit	June 22, 2022
Qualifications Submission Due Date	<u>June 30, 2022</u>
Proposal Submission Due Date:	August 18, 2022

**Los Angeles County
Public Works
900 South Fremont Avenue
Alhambra, CA 91803**

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DEFINITIONS

"Acceptable Waste" means organic waste that: 1) conforms to the definition of organic waste under State of California Public Resources Code Section 42649.8 (i.e., food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste) or organic waste recovered from the 28 mixed waste organic collection stream; and, 2) is processable into marketable Beneficial End Use Products by means of Anaerobic Digestion.

"Anaerobic Digestion", as a method of waste management means a sequence of processes by which microorganisms break down biodegradable material (organic waste) in the absence of oxygen in order to produce biogas consisting primarily of methane (CH₄) and carbon dioxide (CO₂) and digestate, which can be further processed into Beneficial End Products, such as compost, fertilizer, or soil amendments.

"Anaerobic Digestion Facility", means the Project Improvements that are constructed for the purpose of conducting Anaerobic Digestion.

"Applicable Law" means any law, rule, ordinance, code, standard, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination of, 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, operation, maintenance, repair and replacement of any part of the Project, the transfer, handling, transportation, marketing, sale for beneficial use or disposal or processing of products and residuals, and any other obligations of the parties under the Base Agreement and Ground Lease. Governmental bodies include local, County, State and Federal agencies and all successors thereto.

"Beneficial End Use Products" means the end products ultimately resulting from the operation of an Anaerobic Digestion facility including, but not limited to electricity and pipeline and/or transportation fuels, such as Renewable Natural Gas or Compressed Natural Gas; and marketable materials such as compost, fertilizer and/or soil amendments.

"Commercial Operation Date" means that date on which Commercial Operations commence.

"Construction" or "Construction Work" means all work and materials for permitting, financing, design, construction and operation of the Project for DBOO implementation.

"Construction Period" means the period of time during the term of the Ground Lease where Contractor is constructing the project after the completion of the environmental review and execution of the Ground Lease, but prior to commissioning and the commencement of Commercial Operations.

"Contract Date" means the date of full execution of the Ground Lease and Base Agreement as executed by the parties.

"Contract Principles" means the Contract Principles set forth in SECTION 3 of this request for proposals (RFP), upon which the implementation of the Project will be based.

"Contractor" means the entity executing the Ground Lease and Base Agreement with the County.

"County" means Los Angeles County, California.

"DBOO" means design, build, finance, own, and operate.

"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.

"Evaluation Committee" means the committee formed by the County to evaluate Proposals as set forth in SECTION 4 of this RFP.

"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 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 would reasonably and ordinarily be expected from a skilled and experienced firm 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 would reasonably and ordinarily be expected from a skilled and experienced firm in the solid waste management industry as practiced in California and the United States.

"Landfill" means the Calabasas Landfill located at 5300 Lost Hills Road, Agoura Hills, California 91301 and more fully described in this RFP and at which the Project will be implemented.

"LEED" means Leadership in Energy and Environmental Design as defined by the U.S. Green Building Council.

"Notice to Proceed" means the written authorization issued to the Contractor by the County enabling the Contractor to commence the financing, design and construction of the Project, or some other activity as applicable.

"Operating Period" means the period of time during the term of the Ground Lease where Contractor has begun Commercial Operations.

"Preferred Proposer" means the Proposer selected by the County with which it will enter into negotiations.

"Project" means the financing, design, construction, and operation of an Anaerobic Digestion Facility to process Acceptable Waste into Beneficial End Use Products that is the subject of this RFP.

"Project Site" means the site within the Calabasas Landfill that the County will make available to the Contractor for the implementation and operation of the Project. The Project Site is discussed in SECTION 2 and APPENDIX 2 of the RFP.

"Proposal" means documents submitted for consideration in response to this RFP.

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

"Proposer" means the entity submitting a Proposal in response to this RFP, including all entities sponsoring the Proposal.

"Required Insurance" means the insurance coverage set forth in SECTION 3 of this RFP.

"Residuals" means materials that result from waste processing at the Project, which the Contractor cannot beneficially use and market, and which must be disposed off-site.

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

"State" means the State of California.

"Term" has the meaning set forth in SECTION 3 of the RFP.

"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.

"Unprocessed Waste" means not Processable Waste that is unable to be processed and is removed from the Project for proper management.

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

"Wasteshed" the Wasteshed is composed of the incorporated cities of Hidden Hills, Agoura Hills, Westlake Village, and Thousand Oaks; that portion of the City of Los Angeles bordered by the northerly line of Township 2 North on the north, Interstate Highway 405 on the east, Sunset Boulevard and the Pacific Ocean on the south, the city boundary on the west; and certain unincorporated areas in the counties of Los Angeles and Ventura, as set forth in Title 12, Chapter 48, Section 040 of the Los Angeles County Code. The Wasteshed is showed in Figure 1: Calabasas Landfill Wasteshed Boundary on Page 2.

SECTION 1 INTRODUCTION

Through this RFP, the County is seeking Qualification Statements and subsequently, Proposals from companies interested in entering into an Exclusive Negotiating Agreement with a view to leasing a site (Project Site) at the Calabasas Landfill and financing, designing, building, owning and operating an Anaerobic Digestion Facility that will process contaminant-free food waste slurry and other compatible organic waste streams.

1.1 Background Information and Development Framework

In 2014, the County Board of Supervisors adopted the Roadmap to a Sustainable Waste Management Future (Roadmap) to decrease reliance on landfills as a solid waste disposal option. The Roadmap includes strategies and initiatives related to County unincorporated Communities, Countywide, and County Operations that the County can implement to achieve the goals outlined in the Roadmap, including disposal reduction targets to divert 80 percent of waste from landfill disposal by 2025, 90 percent by 2035, and 95+ percent by 2045.

Governmental action throughout the State to significantly increase organic waste processing capacity and reduce methane emissions is also required under the Short-Lived Climate Pollutants Act or Senate Bill (SB) 1383. SB 1383 requires California to reduce organic waste disposal by 75 percent of 2014 levels by 2025. This will entail a reduction in statewide organic waste disposal by more than 20 million tons annually by 2025.

In January 2006, the City of Calabasas unanimously adopted a resolution supporting the County's conversion technology efforts and requesting consideration of a conversion technology facility at the Landfill. The County subsequently performed a feasibility analysis and determined that an anaerobic digestion (AD) facility at the Landfill could provide significant benefits. The County has worked with numerous stakeholders in the County to identify sites that could potentially host a conversion technology project. In response to a June 8, 2021, motion by the Board of Supervisors, Public Works prepared a report on Enhancing Countywide Solid Waste Management Through Expanded Program and Infrastructure Investments. The report identified multiple publicly-and privately-owned sites. One such site is the Calabasas Landfill (Landfill), which is located in an unincorporated area of the County near the City of Calabasas. It is owned by the County and operated by Sanitation District No. 2 of Los Angeles County (Sanitation District) on behalf of the County. The report recommended the release of this RFP for the development of an AD facility at the Calabasas Landfill through a public-private partnership.

The Project being procured is designated as a commercial facility that will accept and process Acceptable Waste.

In considering their Proposals, Proposers should be aware that:

1. The Sanitation District will continue to operate the Calabasas Landfill, which will require that the operation of the Project and associated improvements particularly access and deliveries to the Project will need to be closely coordinated with the operations of the Sanitation District.
2. While the County initiated policies and practices aimed at facilitating and supporting the development of beneficial projects, such as the Project, the County will not guarantee receipt of any quantity of acceptable waste. The Project will need to be commercially competitive with other operations in the County and the Contractor or a team member will be responsible for identifying and attracting Acceptable Waste to the Project for the long term.

1.2 Project Description

Through this RFP, the County is seeking Qualification Statements and Proposals from companies interested in developing the Project. As envisioned by the County the Project will:

1. Be implemented through a contractual framework that includes a Ground Lease and Base Agreement.
2. Feature Anaerobic Digestion technology that will accept Acceptable Waste, produce Beneficial End Use Products for sale by the Contractor, and comply with all pertinent environmental regulations and safeguards.
3. Be implemented as a DBOO Project. The County will seek Board of Supervisors approval to enter into an Exclusive Negotiating Agreement with the recommended Proposer to allow the Proposer time to seek financing, entitlements, and environmental review. Thereafter, when the Project is in compliance with California Environmental Quality Act (CEQA), has secured financing and applicable permits and is ready to begin construction. The County will seek Board of Supervisors approval for a Ground Lease and Base Agreement with an initial Construction Period not to exceed 3 years and an Operating Period of 20 years, for a total term of 23 years, and two optional 5-year extensions at the County's discretion.

Through the development and operation of the Project, the County intends to achieve the following goals:

- Increase the diversion of organic wastes from landfill disposal in an environmentally sound manner;
- To the extent practical, coordinate Project Operations with the existing Landfill operations to benefit both the Landfill and the Project;
- Increase renewable energy generation (e.g., electricity, pipeline and/or transportation fuels) and the generation of other marketable products; and
- Provide for local job creation.

The County will have a limited role in the development and operation of the Project. County's principal role will be to provide the Project Site at the Landfill. The Contractor will be responsible for DBOO implementation (including financing), feedstock acquisition, product marketing, and residue disposal.

1.3 Procurement Process

This RFP provides for a two-part procurement process:

1. Part A - Under Part A, respondents will complete a Pre-Qualification Questionnaire (APPENDIX 1), which will be submitted as a Statement of Qualifications. The evaluation of the Statements will lead to the designation of a short-list of up to three respondents deemed to be the most qualified.
2. Part B - Under Part B, short-listed respondents will complete and submit their formal Proposals to the County. The evaluation of the Proposals will lead to the County seeking Board of Supervisors approval to enter into an Exclusive Negotiating Agreement with the recommended Proposer to allow the Proposer time to seek financing, entitlements, and environmental review. Thereafter, the County will seek Board of Supervisors approval for a Ground Lease and Base Agreement.

1.4 RFP Approach and Process

Any Qualification Statement or Proposal submitted after the dates and times stipulated in this RFP, or otherwise not prepared and submitted in accordance with the procedural and content requirements outlined in this RFP may be returned to the Proposer and that Proposer may be eliminated from consideration for this work.

The County will consider such factors as the quality of the Proposal, how well Proposals meet the goals and objectives of the procurement, the technical and financial resources and experience of the Proposer, the record of performance and reliability of the proposed technology, the soundness of the technical and business approaches, and other factors as are further described in this RFP.

The Proposer whose Proposal is highest ranked will be selected for negotiations. The County anticipates seeking Board of Supervisors approval to enter into an Exclusive Negotiating Agreement with the highest-ranked Proposer. If negotiations are not satisfactory, the County may seek Board of Supervisors approval to initiate negotiations with the next-highest ranked Proposer. The subsequent award of a Ground Lease and Base Agreement will require approval by the Board of Supervisors.

SECTION 2 PROJECT DISCUSSION

2.1 Contractual Structure

The Project will be implemented through a structure that includes an Exclusive Negotiating Agreement approved by the Board of Supervisors for the pre-development negotiations and due diligence, analysis of the environmental impacts, applicable permitting, design, preparation of construction plans and specifications, and securing the needed financing to construction and operate the project. Once environmental review and negotiated terms are agreed upon, then the County will seek Board of Supervisors approval of the Ground Lease and the Base Agreement.

1. Base Agreement – The Base Agreement will establish the basic parameters of the Project; define County and Contractor roles and relationship; define the Project (technology, scale, feedstock, products, and markets); stipulate specific Contractor responsibilities (e.g., ownership, financing, design, construction, operations, environmental compliance); provide for Agreement administration and communications; and provide for operational requirements and performance standards.
2. Ground Lease – The County will lease the Project Site within the Landfill to the Contractor, set the term, set basic construction requirements (e.g., best practices, industry standards, State and County code/regulation compliance), stipulate the construction schedule, provide for insurance and other Project security requirements; set forth basic Contractor operation, maintenance and repair obligations, provide for County/contractor communications; and address elements, such as purchase option, step-in rights, dispute resolution, indemnity, and default and termination.

SECTION 3 includes contract principles for both the Ground Lease and Base Agreement.

2.2 Site Description and Information

The County will provide an approximately 2.1-acre site (Project Site) located within the permitted area of the Landfill for the Project, as fully described in APPENDIX 2.

The Landfill is located in the unincorporated area of western Los Angeles County, north of the Ventura Freeway (US 101) and next to the City of Calabasas. The street address of the Landfill is 5300 Lost Hills Road, Agoura, California, 91301. The Landfill has a permitted area of 505 acres with 416 acres designated for disposal. The Landfill began operation in 1961.

The Landfill is owned by the County and operated by the Sanitation District, under Solid Waste Facility Permit Number 19-AA-0056. Currently, the Landfill receives on the order of 900 tons per day (tpd) of waste. The Landfill is prohibited by County ordinance from disposing of waste from outside the defined Landfill Wasteshed area. Acceptable Waste

from outside the Wasteshed can be accepted at the Landfill as long as it is processed at the Anaerobic Digestion Facility.

Permitted hours of operation for the Landfill for receipt of refuse are Monday through Saturday, 8:00 a.m. to 5:00 p.m., and the Landfill is open to the public during this time. Permitted hours for landfill and ancillary operations are Monday through Saturday, 8:00 a.m. to 6:00 p.m.

In addition to Landfill operations, the Landfill site also includes a landfill gas-to-energy (GTE) facility operated by the Sanitation District and organic materials processing operated by Agromin. These operations are more fully discussed in APPENDIX 2.

There is no known contamination on the Project Site, and there is no known landfilled material on the Project Site. Due to on-site containment practices, the County believes that there will not be any problematic subsurface conditions and that remediation will not be needed. However, the Contractor shall be responsible to perform its own due diligence to determine the environmental condition of the Project Site.

Proposers should note the following conditions regarding the use of the Landfill and the Project Site:

- Proposers are required to confine all Project buildings and operations to the Project Site, with the exception of the use of common access roadways and the use of the existing scales (which will be operated by the Sanitation District as long as the Sanitation District operates the Landfill, after which time either the Contractor or the County will take over operation. The Proposer shall anticipate contributing its share of maintenance costs for the common access roadways and scales).
- The Contractor may compost or otherwise manage the digestate on and within the boundaries of the Project Site or at an off-Site location, which must be approved by the County.
- Compost generated by the Project cannot be used at the Landfill to meet cover requirements or for any other purposes. All Proposals that include beneficial use of digestate or compost must be based on off-site use of such products. Proposer shall have a plan for use/sell of the compost and beneficial use digestate.
- No feedstock, products, residue, or other supplies or materials shall be stored on the Landfill anywhere except within the boundaries of the Project Site.
- For proposal purposes, Proposers should assume that the landfill GTE facility will not be available as an energy market for the Project. However, should this condition change, such use may be explored during contract negotiations.
- If the Anaerobic Digestion Facility is sited near the GTE facility, the road leading up to the Project will become an industrial area and any stormwater on this road will need to be collected and treated by Contractor.

Additional information on the Project Site, including a site map and information on existing infrastructure, is included in APPENDIX 2.

2.3 Project Requirements and Scope of Work

2.3.1 Project Description

The Project will receive and process only Acceptable Waste.

The Project is to be an Anaerobic Digestion project for managing acceptable waste feedstock, to be delivered by the Contractor, its associates, or affiliates and/or other haulers and operators.

To the extent practical (e.g., regarding deliveries, use of access roads, etc.), the operation of the Project shall be coordinated with the existing Landfill infrastructure.

2.3.2 Project Requirements

The Project must include Anaerobic Digestion and it must recycle and/or convert Acceptable Waste into Beneficial End Use Products. The Project shall include all the equipment and operations necessary to prepare the feedstock for conversion. It shall also include any necessary post-processing.

The Project, including all technologies incorporated therein must be designed to meet or exceed all applicable Federal, State, and local codes, standards, and requirements of Applicable Laws for such facilities including all of those set forth in this RFP. Control of air emissions (as applicable) shall meet the requirements of the South Coast Air Quality Management District.

The Project shall have totally enclosed feedstock receiving, storage and processing areas, to ensure there are no objectionable odor impacts. As applicable, composting and curing areas (or other means for managing digestate) shall be enclosed or otherwise have covers for such operations with collection of air and odor control of the collected air. There shall be no placement or storage of feedstock or products in areas beyond the designated Project Site. All truck movements and processing areas shall be located on the Project Site to minimize exposure and related impacts on the surrounding area and to prevent disruption to existing Landfill operations. Equipment shall be located in enclosed buildings or structures with control for noise mitigation. In addition, all Calabasas Landfill safety rules and regulations shall be followed at all times.

The digestate generated by the Project may be composted and cured either on the Project Site or at another off-Site location or can be alternatively managed in a way that promotes beneficial reuse.

The Project shall be designed to minimize consumptive water use using recycled water to the extent possible. The Project shall be designed to minimize process wastewater discharge (with a goal of zero discharge). To the extent possible, process wastewater shall be reused within the Project to reduce consumptive water needs. Applicable sewer limit discharge requirements shall be met by the Contractor.

The Project shall include stormwater collection improvements for surface water run-off from buildings, impervious surfaces and other, disturbed areas. The Contractor can direct clean stormwater to the existing Landfill stormwater collection system with discharge of any contaminated (or potentially contaminated) stormwater to the sanitary sewer, or the Contractor can contain stormwater in on-site basins/ponds designed for on-site treatment and control of stormwater. Catch basins used for stormwater collection shall include oil and grease traps and allow for sediment collection.

While the initial Term of the Lease shall be 20-years, the Project shall be designed, at a minimum, for a 30-year design life. It shall include redundant design features as appropriate to minimize the need for emergency management of acceptable feedstock.

The Project (including its architectural treatment) shall be designed to be compatible with existing Landfill infrastructure and surrounding uses, using landscaping and buffers to minimize visual and olfactory impacts. The Contractor will be responsible for design and construction of foundations as well as providing for routing of on-site utilities, stormwater management, roads, and other necessary Project Site infrastructure, and ensuring that these needs are satisfied in a manner to protect the integrity of the existing Landfill infrastructure. County reserves the right to approve all designs.

Acceptable Waste that originates outside of the Landfill's Wasteshed must be processed at the Anaerobic Digestion Facility.

2.3.3 County and Contractor Roles

Role of County in General

The County will provide the Project Site to the Contractor as landlord for the Term of the Lease. The County will make existing Landfill access roads leading from public roadways to the boundary of the Project Site available to the Contractor for its use and will maintain, such Landfill access roads for the Term of the Lease, subject to the Contractor's contribution of its share of maintenance costs.

The following utilities are available at the Landfill site for connection by the Contractor. Arrangements and logistics including costs for utility connections for

the Project will be subject to negotiation between the County, Sanitation District, and Contractor following Contractor selection.

- Natural gas - available at the GTE facility
- Potable water
- Reclaimed water
- Sanitary sewer - connection in the scale house area; no connections at the GTE facility
- Electricity - supply would come from the flare station.
- Stormwater

The Ground Lease will include two provisions, which depending upon circumstances will enable the County to take over and assume ownership and operation of the Project:

1. Purchase option: Upon a set date or dates to be negotiated (for example, the 10th anniversary of the Ground Lease and Base Agreement), the County shall have the option to purchase the Anaerobic Digestion Facility from the Contractor. The exact procedure and conditions for exercising this option shall be negotiated. Upon such purchase, the Contractor shall assign all rights, permits (as applicable), and licenses to the County.
2. Step-In rights: Upon a material breach of the Contract by Contractor or a Contractor default, which cannot be reasonably corrected or corrected in a reasonable time, the County may step-in to assume the ownership and operation of the Project. The exact procedure and conditions for exercising this option shall be negotiated. Upon such assumption, the Contractor shall assign all rights, permits (as applicable), and licenses to the County.

The County will have an oversight and monitoring role throughout the term of the Contract. On a frequency to be negotiated with the County, the Contractor shall report (including an annual report) to the County on key operating parameters, such as input(s) accepted and processed; end products produced and sold and/or used on the Project Site, environmental compliance, and similar matters. The County will have reasonable inspection rights including an annual inspection.

Role of Contractor in General

The Contractor shall develop the Project at the Project Site and shall be responsible for construction of surface infrastructure, foundations, utility connections (via negotiations with the County as reported above), drainage systems, roads, and the like including new construction of subsurface infrastructure, such as foundations and utilities, necessary for the Project and compatible with existing Landfill infrastructure all at Contractor's sole loss and expense.

The Contractor shall own, finance, permit, design, construct, commission, operate and maintain the Project all in accordance with the requirements of this RFP, the Exclusive Negotiating Agreement, and Ground Lease and Base Agreement 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.

The Contractor shall be responsible for marketing and properly managing all processed and screened-out materials and those materials shall be recovered or beneficially used and transported to their respective markets. Compost generated by the Project cannot be used at the Landfill to meet cover requirements or for any other purposes. All Proposals that include beneficial use of digestate or compost must be based on off-site use of such products.

The Contractor shall be responsible for management of feedstock at all times over the Term of the Ground Lease during normal operations and during periods when the Project is inoperable.

The Contractor shall be responsible for obtaining all Federal, State, and local permits and approvals needed for the construction and operation of the Project including, compliance with all relevant CEQA rules and regulations.

2.3.4 Scope of Work

During the Exclusive Negotiating Agreement period the Contractor shall secure entitlements, financing, design, and other Project planning and pre-development activities. Contractor shall be permitted to access the Project Site to perform its due diligence subject to executing the County's standard Right of Entry Permit.

During the Construction Period, not to exceed a 3-year period from the effective date of the Ground Lease and Operating Period, which is initially a 20-year period following the Commercial Operation Date, the Contractor will work under a Ground Lease requiring compliance with the Project scope of services and general design, and construction and performance standards generally described herein. The scope of services provided for in the Base Agreement will include the following:

- Project development - building and starting-up the Project, not to exceed a 3-year term.
- Providing all licenses, warranties, guarantees, and associated rights to the technology to the County and the Project owner and/or operator for the life of the Project or for a minimum the initial 20-year Operating Period following the Commercial Operation Date.

Operating the Project for a 20-year Operating Period following commissioning with two 5-year renewal options at County's discretion. During the Operating Period, the Contractors responsibilities will include:

- Maintaining all necessary permits and approvals for operation of the Project;
- providing all equipment, supplies, utilities, and staff necessary to operate and maintain the Project;
- marketing all products and materials generated, recovered, or beneficially used, with the Contractor entitled to revenues for recovered/recycled products;
- providing for transportation and/or disposal of residue and bypassed feedstock at the cost of the Contractor; and
- providing for transportation and/or disposal of any materials or products that are not marketed at the cost of the Contractor.

The Contractor will be responsible for setting a construction schedule including time required for commissioning. The County expects that the beginning of the Operating Period shall occur no later than 3 years following the receipt by the Contractor of all permits, approvals, and authorizations required for Project implementation. The Ground Lease will not commence until such time as these approvals are obtained pursuant to the Exclusive Negotiating Agreement and until the Board of Supervisors has approved such Ground Lease and Base Agreement.

The digestate shall be composted or otherwise appropriately managed with a preference by the County for maximizing beneficial use. If the digestate is composted, it must yield compost that meets State compost standards.

2.3.5 General Design, Construction and Performance Standards

The Project shall be designed and constructed in accordance with Applicable Laws, Good Industry Practices, Good and Accepted Construction Practices, and applicable design and construction codes and standards.

2.3.5.1 Environmental Design and Performance Requirements

The Contractor shall, at a minimum, meet the environmental design and performance specifications as required by all Federal, State, and local permits and approvals required to construct and operate the Project including any mitigation measures required by CEQA. If not required by a permit or approval, the Project shall still, at a minimum, meet the requirements specified herein.

2.3.5.2 Construction Requirements

The Contractor shall have exclusive responsibility for providing all construction means, methods, techniques, sequences, commissioning, and all procedures necessary and desirable for the correct, prompt, and orderly conduct and completion of the construction work as required by the Project. Construction shall be scheduled and conducted, as practical to minimize impacts and disruptions on existing operations at the Landfill and other surrounding land users.

The Contractor will warrant to the County that materials and equipment incorporated in the Project will be new unless otherwise specified and allowed by the Ground Lease.

The Contractor shall apply Federal, State, and local wage and hour laws to the extent required by Applicable Law and this RFP. The Contractor shall make a good faith effort to employ staff from the local and regional labor markets.

2.3.5.4 Operation and Maintenance Requirements

Operation and maintenance ("**O&M**") requirements for the Project will include the following:

- Providing continuous, full-service operation and maintenance services and asset management for the Project including appropriate qualified and experienced staff;
- acquiring and holding all required Federal, State, and local approvals licenses and certifications necessary to operate, maintain, and manage the Project;
- administering operation and maintenance activities for the Project using a computerized operations and maintenance management system;
- maintaining records and preparing reports;
- preparing and implementing a plan for emergency preparedness activities in accordance with Federal and State regulations governing emergency action and fire prevention plans;
- performing all required sampling, testing and laboratory analyses, and preparing and filing the required reports; and
- preparing a plan providing services necessary for a smooth, uninterrupted transition of service to the County or its designated contractor (at the end of the Ground Lease and Base Agreement, whether at its stated expiration or by earlier termination under provisions identified in SECTION 3.)

2.3.5.5 Project Financial Security and Insurance

Project financial security arrangements shall include:

1. A construction payment and performance bond in the amount of the estimated full cost of construction of the Project.
2. A bond or other surety device acceptable to the County to cover the full cost of removal of the Project from the Project Site, and restoration of the Site to a condition reasonably equivalent to the condition before construction of the Project should it be required by the County at Ground Lease expiration or earlier termination.

Insurance coverage shall include:

Design and Construction

- a. General Liability*
- b. Workers Comp/Employers Liability
- c. Automobile Liability
- d. Errors and Omissions (Professional Liability)
- e. Environmental/Pollution Liability

*The County must be named as an additional insured.

Operations

- a. General Liability*
- b. Workers Comp/Employers Liability: statutory limits
- c. Automobile Liability
- d. Errors and Omissions (Professional Liability)
- e. Environmental/Pollution Liability
- f. Property – All Risk Replacement Cost Coverage

*The County must be named as an additional insured. The County must be named as "loss payee" on the property policy.

The Contractor shall bear all risks associated with product quantity, quality, and marketability without recourse to the County. The Contractor shall bear all risks related to material declines in product prices.

2.4 Feedstock Acquisition

The County is facilitating the development of an organic waste processing project that will enable the County to meet State and County waste management requirements including SB 1383.

The feedstock envisioned by the County is Acceptable Waste as defined in this RFP.

As provided for in this RFP, the Contractor will be responsible for arranging for and/or managing all deliveries of acceptable feedstock to the Project Site. The County assumes that the Contractor will aggregate acceptable feedstock from a customer base of individual generators, municipalities, and/or haulers and in that process will charge the generators, municipalities, and/or haulers for such food waste management and disposal services (i.e., the County assumes that the costs for Project operations will be embedded in the Contractor's fees and prices to others).

A right of first refusal for the County to deliver up to 50 tpd of Acceptable Waste to the Project will be negotiated following Contractor selection. Other than this right, the County

shall have no responsibility or obligation to collect, process (or pre-process), and deliver or in any way manage any acceptable feedstock intended for processing at the Project.

The Contractor shall not charge any costs to the County, nor be paid a service fee, or other compensation by the County for Project operations and service provision unless the County provides feedstock for processing. The County assumes that the Contractor will set whatever gate rate it deems appropriate and marketable, given its customer base, and that those prices will reflect operating costs as well as the Contractor's recovery of its invested capital and/or the amortization of its financing.

The Landfill is prohibited by County ordinance from disposing waste from outside the Wasteshed area. Waste feedstock that is from the defined Wasteshed is not subject to the disposal prohibitions of waste feedstock from outside the Wasteshed. Acceptable Waste originating from outside of the Wasteshed must be processed at the Anaerobic Digestion Facility. See the Wasteshed map (Figure 1: Calabasas Landfill Wasteshed Boundary) on Page 2-21 at the end of this section.

2.5 Project Economics and Long-Term Financial Viability

Although the County itself will not commit to supplying feedstock at this time, the long-term financial feasibility of the Project is a key County concern. The costs and prices presented by Proposers will be evaluated to determine the level of diligence applied by Proposers in determining costs and prices as well as to determine the reasonableness of the costs and prices presented and thus, the prospects for long-term financial viability.

The Proposal shall provide sufficient financial, economic, market, cost, and price information to demonstrate the initial finance ability and long-term economic/business viability of the Project. Construction and operating costs should be presented and discussed in sufficient detail to demonstrate their practicality and reasonableness. Similarly, arrangements to attract or contract for waste input(s) and market end products should be discussed in sufficient detail to demonstrate a well-planned approach, and that the Proposer, through its cost structure, pricing, and marketing capabilities is offering a competitive project that will have a high probability of long-term success.

Price Proposal forms are included in APPENDIX 6. The forms request capital cost information, operating cost information, and product revenue estimates. They are requested for information only. They are not meant to represent firm or guaranteed prices.

In providing this information, Proposals should understand that the County is not requiring guaranteed or committed costs or prices. Rather, it is requesting sufficient information to enable an evaluation of Project feasibility and recognizing that the County will have no financial role in or benefit financially from the Project. However, since it is the County's intent that the Project help the County meet its solid waste policy mandates, Project feasibility, and long-term viability are key evaluation considerations.

Calabasas Landfill Wasteshed Map

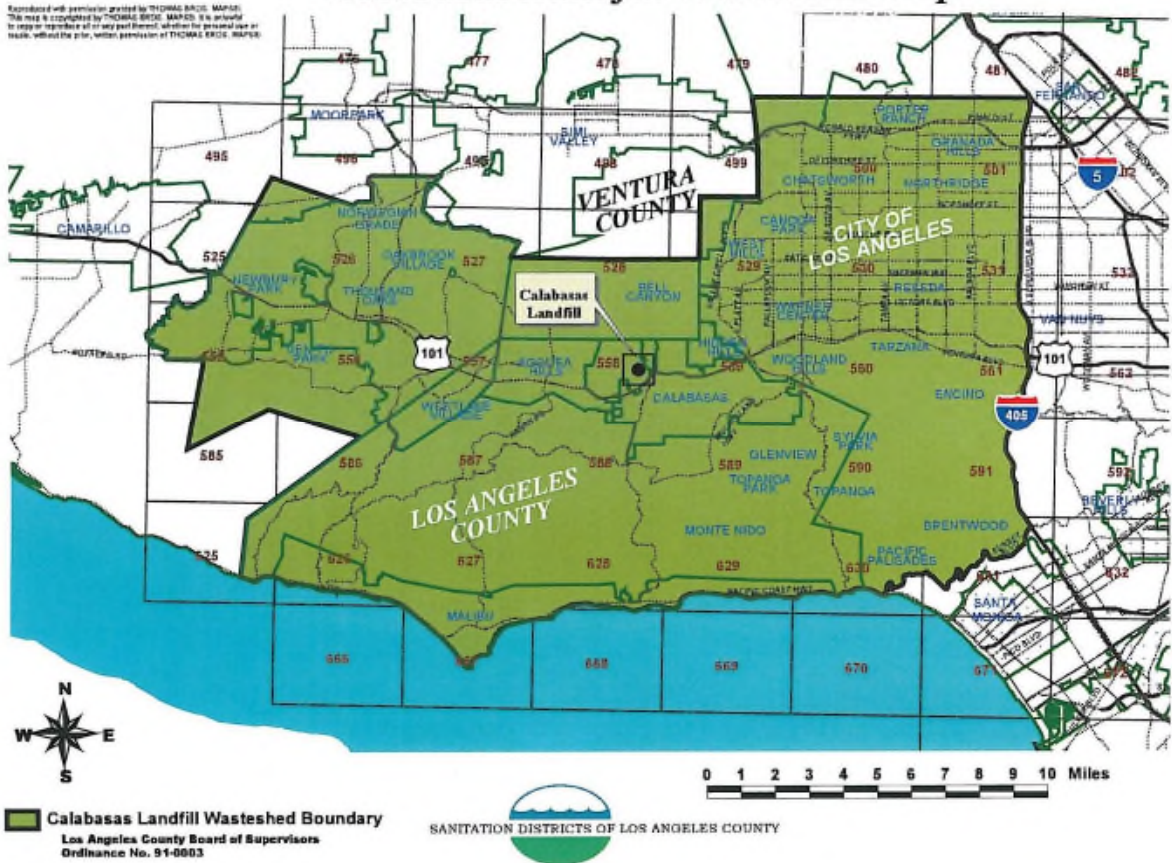


Figure 1: Calabasas Landfill Wasteshed Boundary

SECTION 3 KEY CONTRACT PRINCIPLES

Proposers should be aware that the County expects the general principles outlined in this Section to be incorporated into the terms and conditions of the Ground Lease and Base Agreement. The Proposers should include in their Proposals any comments, exceptions, or requested modifications regarding the principles and the County will assume that the Proposer's Proposal is based on these principles as the Proposer may request to modify. Although, this RFP defines the Project as currently envisioned by the County. The County is not averse to considering alternative concepts and approaches, provided that such alternate concepts can be shown to advance the County's solid waste management objectives and to offer financial or environmental benefits that are equivalent to or exceed those expected from the Project as now envisioned.

3.1 Base Agreement

3.1.1 Purpose

The intent of the parties is to provide for the Contractor's operation of a privately-owned anaerobic digestion project (Project) on a site (Project Site) within the Calabasas Landfill for the purposes of assisting the County in meeting State and local mandates for the diversion of organic waste from landfills.

3.1.2 Effective Date and Term

The Effective Date shall be the date on, which both parties execute the Base Agreement. The Construction Period shall begin upon the execution of the Base Agreement and continue until the commencement of Commercial Operation. The Term of the Construction Period within the Base Agreement shall not exceed a 3-year term. The Operating Period of the Contract shall be 20 years beginning on the commencement of Commercial Operation and renewable at the option of the County for up to two additional 5-year terms. The Base Agreement will be co-terminus with the Ground Lease.

3.1.3 General Summary of the Project

The acceptable feedstock for processing by the Project shall be Acceptable Waste as defined in this RFP.

The Contractor shall be responsible for:

1. Financing, owning, designing and building an Anaerobic Digestion Facility (with capacity to be determined by the Contractor), and making any associated improvements on the Project Site;
2. operating the Project for the term of the Agreement and if appropriate during any renewal terms as determined by the County;

3. obtaining all permits authorizations and approvals necessary to construct and operate the Project including CEQA compliance;
4. identifying, contracting for, and in other ways attracting acceptable feedstock for processing by the Project;
5. bearing all risks associated with product quantity, quality, marketability, and value without recourse to the County;
6. reporting periodically (on a frequency to be agreed to) and including an annual report, to the County on: 1) operations and maintenance of the Project during the Term including key operating parameters, such as input(s) accepted and processed; end products produced and sold and/or used on site; environmental compliance, and similar matters. The County will have reasonable inspection rights including an annual inspection; and
7. on a frequency to be negotiated, reporting (including an annual report) to the County on key operating parameters, such as input(s) accepted and processed; end products produced and sold and/or used on the Project Site; environmental compliance, and similar matters. The County will have reasonable inspection rights including an annual inspection.

3.1.4 County Responsibilities and Rights

1. The County shall make available to the Contractor the use of the Landfill scales and access roads to the Project Site subject to the Contractor's contribution of its share of maintenance costs and shall allow the Contractor to connect to on-Landfill site utilities (including natural gas, potable water, reclaimed water, sanitary sewer, stormwater collection, electricity), subject to County review and approval.
2. The County shall support and cooperate as appropriate with the Contractor in its efforts to obtain necessary permits, approvals, and authorizations. The County is acting in its proprietary capacity with respect to this RFP and the Project. Notwithstanding County's support, Contractor still must obtain all required regulatory approvals (including any from County in its regulatory capacity).
3. Except to the extent that a right of first refusal is negotiated, the County shall have no responsibility or obligation regarding feedstock supply and delivery to the Project Site unless otherwise negotiated with Contractor as a customer.

3.1.5 Default and Termination

Default and termination may be occasioned by:

1. Failure to operate in compliance with Applicable Law including all pertinent Federal, State, and County regulations and codes; or
2. uncured material breaches as provided for in the Ground Lease and Base Agreement.

3.1.6 Dispute Resolution

There shall be three levels of dispute resolution: 1) Discussions and negotiations between the principal representatives of the parties who are authorized to commit their respective parties; 2) If discussions and negotiations are not successful, the parties will proceed to non-binding mediation, facilitated by a certified contract mediator mutually acceptable to both parties; and 3) If non-binding mediation is not successful in resolving the dispute, either party may seek remedies available in law.

3.2 Ground Lease

3.2.1 Ground Lease

The County will lease the Project Site to the Contractor for construction and operation of a privately-owned Project on the Project Site within the Calabasas Landfill for the purposes of assisting the County in meeting State and local mandates for the diversion of organic waste from landfills.

3.2.2 Effective Date and Term

The Effective Date of the Ground Lease shall be the date upon which both parties execute the Ground Lease. The Construction Period shall begin upon the Effective Date of the Ground Lease and continue until the commencement of Commercial Operation, during which period the Contractor shall obtain permits, arrange financing, and design and build the Project. The Construction Period shall not exceed a 3-year period within the first three years of the Ground Lease Term. The Operating Period of the Ground Lease shall be 20 years beginning on the commencement of Commercial Operation and renewable at the option of the County for up to 2 additional 5-year terms. The Ground Lease will expire or terminate with the Base Agreement.

3.2.3 "As-is" Condition

The Contractor will accept the Project Site in its "as-is" condition.

3.2.4 General Ground Lease Conditions

1. The Project Site may only be used for the construction and operation of the Project; no other use will be permitted.
2. The Contractor will own, construct, and operate the Project at its own cost and expense.
3. The Contractor will be responsible for obtaining all permits, approvals, and authorizations necessary for the implementation and operation of the Project including CEQA compliance, prior to Ground Lease execution.
4. The County will have no rights to or interest in the Project or any licenses, permits, or authorizations associated with the Project.

5. Upon Ground Lease and Base Agreement expiration or termination and/or expiration if the Project is not purchased or otherwise taken over by the County, the Contractor shall be responsible for demolishing and removing the Project and restoring the Project Site to its original condition to the extent practicable.
6. In the future, if the Contractor were to pursue the sale of the Project to another party(ies), the Contractor would be required to seek the approval and consent of the County and may have to pay a participation fee or profit share for any such assignment or sale.

3.2.5 Purchase Option/Step-In Rights

The County shall have the following two options, which depending upon circumstances will enable the County to take over and assume ownership and operation of the Project:

1. Purchase option: Upon a set date or dates to be negotiated (for example, the 10th anniversary of the Ground Lease and Base Agreement), the County shall have the option to purchase the Project from the Contractor. The exact procedure and conditions for exercising this option shall be negotiated. Upon such purchase, the Contractor shall assign all rights, permits (as applicable) and licenses to the County.
2. Step-In rights: Upon a material breach of the Contract by the Contractor or a Contractor default, which cannot be reasonably corrected or corrected in a reasonable time the County may step in to assume the ownership and operation of the Project. The exact procedure and conditions for exercising this option shall be negotiated. Upon such purchase, the Contractor shall assign all rights, permits (as applicable) and licenses to the County.

3.2.6 Applicable Law

The Contractor will comply with all Applicable Laws with the right to contest any Applicable Laws, which it believes restrict the use of the Project.

Contractor will be responsible for any applicable Federal, State or County taxes.

3.2.7 Utilities

The County shall make available to the Contractor the use of the Landfill scales and access roads to the Project Site and shall allow the Contractor to connect to on-Landfill site utilities (including natural gas, potable water, reclaimed water, sanitary sewer, stormwater collection, and electricity). Any upgrades in utility service required for the Project and utility services payments for the Project shall be borne by the Contractor.

On-going, routine, and regular costs for the use of such services by the Project during the Term shall be as set by the County.

Interconnection of the Project with these utilities will be subject to County review and approval.

3.2.8 Project Construction

The Project 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.

Construction shall be completed, and Commercial Operations begun no later than 24 months following the receipt by the Contractor of all necessary permits, approvals, and authorizations.

After the commencement of Commercial Operations, major capital improvements of or additions to the Project or the Project Site will require County consent, which will not be unreasonably withheld.

The County will have the right on a reasonable basis to inspect construction progress in order to determine compliance with Applicable Law and the terms of this Ground Lease.

The Contractor shall be responsible for reporting periodically (on a frequency to be agreed to) and including an annual report to the County on construction progress.

3.2.9 Project Operation

The Contractor shall be solely responsible, at its own cost and expense for the operation, maintenance, repair, and regulatory compliance of the Project.

All deliveries of Acceptable Waste to the Project shall enter the Landfill site through the existing scale facilities. The scales will be operated by the Sanitation District for as long as the Sanitation District operates the Landfill. Upon the termination of Sanitation District Landfill operation, the Contractor will be responsible for scale operation. The Sanitation District may impose administrative costs for scale operation on the Contractor.

The Contractor shall not cause the presence use, storage, or disposal of hazardous substances on the Project Site.

On a frequency to be negotiated the Contractor shall report (including an annual report) to the County on key operating parameters, such as input(s) accepted and processed; end products produced and sold and/or used on the Project Site; environmental compliance, and similar matters. The County will have reasonable inspection rights including an annual inspection.

3.2.10 Liens and Encumbrances; Assignment

The Contractor may not create any encumbrances on the Project Site or Project without the Consent of the County.

The Contractor shall keep the Project Site and Project free and clear of any liens created by its acts or failures to act.

The Contractor cannot transfer or assign its interest in the Project or the Ground Lease without the consent of the County.

3.2.11 Project Security and Insurance

Project financial security arrangements shall include:

- a. A construction payment and performance bond in the amount of the estimated full cost of construction of the Project.
- b. A bond or other surety device acceptable to the County to cover the full cost of removal of the Project from the Project Site and restoration of the Project Site to a condition reasonably equivalent to the condition before construction of the Project, should it be required by the County at Ground Lease expiration or earlier termination.

Insurance coverage shall include the following, with values to be negotiated:

Design and Construction

- a. General Liability*
- b. Workers Comp/Employers Liability
- c. Automobile Liability
- d. Errors and Omissions (Professional Liability)
- e. Environmental/Pollution Liability

*The County must be named as an additional insured.

Operations

- a. General Liability*
- b. Workers Comp/Employers Liability: statutory limits
- c. Automobile Liability
- d. Errors and Omissions (Professional Liability)
- e. Environmental/Pollution Liability
- f. Property – All Risk Replacement Cost Coverage

*The County must be named as an additional insured.

3.2.12 Restoration

If the Project is damaged by an insured cause or event, the Contractor must repair and restore the Project to operating status.

1. If the Project is damaged by a cause of event that is not insured, or even if the cause or event is insured but the Contractor can demonstrate that repair and restoration is not commercially reasonable, the County may exercise its purchase or step-in rights or may order the demolition and removal of the Project and any associated improvements.

3.2.13 Dispute Resolution

There shall be three levels of dispute resolution: 1) discussions and negotiations between the principal representatives of the parties who are authorized to commit their respective parties; 2) if discussions and negotiations are not successful, the parties will proceed to non-binding mediation, facilitated by a certified contract mediator mutually acceptable to both parties; and 3) if non-binding mediation is not successful in resolving the dispute, either party may seek remedies available in law.

3.2.14 Default and Termination

Generally, material defaults must be corrected within 30 days or if a longer period is required diligent progress toward correction must be demonstrated by the Contractor. The County may terminate the Lease for repeated or uncorrected material breaches of the Lease. In such event, the County may exercise its purchase or step-in rights or may order the demolition and removal of the Project and any associated improvements.

Termination by the County will also be provided for in the case of Contractor insolvency.

3.2.15 Uncontrollable Circumstances

Unless covered by insurance, in the event of an Uncontrollable Circumstance, including fires, floods, storms, earthquakes, war, and labor disputes, the performance of the Contractor shall be excused; provided such event was not caused by or contributed to by any act or omission of the Contractor, and that experience, prescience, or care cannot reasonably foresee or prevent. The Contractor shall be responsible for all costs associated with restoring operating service.

The Contractor may terminate this Lease and at the direction of the County remove the Anaerobic Digestion Facility and restore the Project Site in the event that the Contractor can demonstrate to the County's satisfaction that repair and the return to service is not commercially reasonable.

Note: A detailed narrative description of the Anaerobic Digestion Facility along with figures, drawings, and schematics, as appropriate will be included as exhibits to the Ground Lease.

SECTION 4 PROCUREMENT PROCESS

4.1 Overview

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

Neither the County and its staff nor any of its 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.

This RFP provides for a two-part procurement:

1. Part A - Under Part A, respondents will complete the Pre-Qualification Questionnaire Form (APPENDIX 1), which will be submitted as a Statement of Qualifications. The evaluation of the Statements will lead to the designation of a short-list of up to three respondents deemed to be the most qualified.
2. Part B - Under Part B, short-listed respondents will be invited to complete and submit their formal Proposals to the County. The evaluation of the Proposals will lead to the County seeking Board of Supervisors' approval to enter into an Exclusive Negotiating Agreement to allow the Proposer time to seek financing, entitlements, and environmental review. Thereafter, the County will seek Board of Supervisors' approval for a Ground Lease and Base Agreement.

4.2 General Conditions of Procurement

This RFP and related information, such as future addenda will be available on the County's website <https://dpw.lacounty.gov/contracts/Opportunities.aspx>.

4.2.1 Pre-Proposal Meetings

Proposers are strongly encouraged to participate in a Pre-Proposal Meeting, either in person or by electronic means. The Pre-Proposal meeting will be held on **Wednesday June 15, 2022 at 10:00 a.m., via Microsoft TEAMS**. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live)" on the project page located at the website below to join. The Live link will be posted on the morning of the event.

<https://dpw.lacounty.gov/contracts/opportunities.aspx>

A site visit will also be conducted at the Calabasas Landfill on **Wednesday, June 22, 2022 at 9:00 a.m.**, to discuss the project. Proposers planning to attend the site visit shall send an e-mail to **Matt Jerge at mjerge@pw.lacounty.gov** no later than **June 21, 2022** providing the names of those that will attend and the company being represented. This notification is for County planning purposes only and can be changed by the Proposer as necessary. Those who attend should meet at 5300 Lost Hills Rd, Agoura Hills, CA 91301. Please meet in front of the office trailer at the entrance area to the right of the scale houses. **Masks are required indoors and all persons visiting the sites must self-certify that they are symptom free.**

4.2.2 Access to Calabasas Landfill and the Site

In addition to the tour of the Calabasas Landfill and the Project Site that will be conducted following the Pre-Proposal Meeting, Proposers shall be provided access to the Calabasas Landfill and the Project Site by appointment only.

Appointments will be made on a first-come first-served basis, and will be limited to Monday through Thursday between the hours of 9:00 a.m. and 4:00 p.m. To arrange for access, Proposers shall contact: **Matt Jerge at mjerge@pw.lacounty.gov**

Requests for access to the Calabasas Landfill and the Project Site shall be made in writing (fax and e-mail are acceptable) and shall include the date and time requested, 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 Calabasas Landfill shall provide at least three (3) business days advance notice for coordination and confirmation of an appointment. Such access is subject to the Additional Information/Questions provisions set forth in Section 4.3 below

County Contact Person:

Matt Jerge
Los Angeles County Public Works
Business Relations and Contracts Division
900 South Fremont Ave, 8th Floor
Alhambra, CA 91803-1331
(626) 458-2593
mjerge@pw.lacounty.gov

Four (4) printed copies and one (1) electronic copy of the Pre-Qualification Questionnaire or Proposal in its entirety shall be sent to the County Contact Person.

4.3 Additional Information/Questions

All correspondence related to this RFP including requests for additional information and/or any explanation desired by a Proposer regarding the meaning or interpretation of information in this RFP must be requested from the County Contact Person in writing (by mail, fax or e-mail) no later than the date specified in this RFP schedule.

The Contact Person will issue responses to inquiries and any other corrections or amendments deemed necessary by the County in written addenda at least one week prior to the Qualifications Statement or Proposal Submission Due Dates as appropriate. 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. 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 conveyed in a written addendum from the Contact Person.

All addenda will be available on the County's website:

<https://dpw.lacounty.gov/contracts/opportunities.aspx>

As a convenience, the County will e-mail addenda and/or notices of the availability of addenda to potential respondents. This communication from the County will be provided as a convenience only. It is each Proposer's responsibility to assure receipt of all addenda as formally posted on the website listed above.

4.4 RFP Postponement/Cancellation

The County may at its 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.

4.5 Costs Incurred by Proposer

All costs incurred by the Proposer in 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.

4.6 Oral Presentation/Interviews and Tours

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

4.7 Exceptions to this RFP

As discussed in the introduction to SECTION 3, Proposers may take exceptions to terms of this RFP or offer alternative concepts or approaches, unless the RFP specifically states that exceptions may not be taken, or alternatives offered. 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 County a meaningful opportunity to evaluate Proposals.

4.8 Proprietary/Confidential Information

Responses to this RFP shall become the exclusive property of the County. Absent extraordinary circumstances at such time as; (a) with respect to the recommended Proposer's proposal, the County completes Contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated Contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the department's completion of the process under the applicable protest policy as set forth in this RFP and approval by the Board of Supervisors and; (b) with respect to all other Proposers, Public Works recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, Proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential", or "Proprietary".

4.9 Disclosure

The County shall not in any way be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal, which are "Trade Secrets", "Confidential", or "Proprietary" in nature.**

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential", "trade secrets", or "proprietary" Proposer agrees to defend and indemnify County from all costs and expenses including reasonable attorneys'

fees incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

4.10 Period of Acceptance and Proposal Bond or Alternative Security Requirements

If invited to submit a Part B Proposal, the Proposer must provide a Proposal Bond in the amount of \$10,000 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 \$10,000;
2. a direct-pay, irrevocable letter of credit to the County in the amount of \$10,000 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 \$10,000 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 in good faith shall forfeit its Proposal Bond or alternative security to the County.

The Proposal Bond or alternative security must be valid for a period from the Proposal Submission Due Date through **January 31, 2023**, the date estimated for award of the Ground Lease and Base Agreement. If the Ground Lease and Base Agreement have not been executed prior to that time, the County may require the renewal of the Proposal Bond or retain the alternative security for an additional 180 days. The form of the Proposal Bond, which must be submitted is included in APPENDIX 5 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.

4.11 County Rights and Options

The County reserves holds and may exercise, at its 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 with whom to negotiate:

- The County reserves the right to change or alter the schedule for any events associated with this procurement process upon notice to the Proposers.
- 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 the Base or Ground Lease will be borne by the Proposer.

- The County reserves 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 County reserves 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 County's determination.
- The County may conduct clarification discussions at any time following the submission of Proposals with one or more Proposers.
- The County reserves 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.
- By submitting a Proposal, the Proposer waives its right to sue the County in the event the County does not select the Proposer.

4.12 Conflicts of Interest and Lobbying Prohibition

All communications from Proposers shall only be directed to the Contact Person identified in Section 4.2.2.

4.13 PART A Statement of Qualifications

The required Pre-Qualification Questionnaire is included as APPENDIX 1.

The County seeks entities that have a verifiable and demonstrated record of similar successful project implementation. Respondents must have experience with currently operating commercial anaerobic digestion systems and facilities that demonstrate the capability of processing the feedstock materials stipulated in this RFP. It is also necessary to demonstrate that these systems and facilities consistently meet local, State, Federal, and other applicable requirements for the jurisdictions in which they are operating.

The County will review the responses to the Questionnaire and using its sole discretion, make a determination as to whether a respondent qualifies and could successfully implement a project to meet the County's goals. Respondents that cannot meet the following should NOT respond to this RFP.

Respondents must:

1. Demonstrate that the proposed processing technology utilizes, as the feedstock, Acceptable Waste as defined in this RFP and excludes industrial and hazardous waste.

2. Demonstrate that the proposed processing technology has successfully managed feedstock from commercial and/or residential sectors that is similar to Acceptable Waste as defined in this RFP.
3. Demonstrate sufficient financial strength to support the proposed Project (based on information provided in Financial Resources Data Form – Appendix 1.1).

Each response shall be signed by a principal of the Respondent entity, or another person, who is fully authorized to act on behalf of the Respondent.

As part of the response, submit a transmittal letter. The letter should provide an overview of the company and/or partners, respective roles, and approach that will be used. Include in the overview who is to be the contact for the project and who has authority to sign any legally binding agreements. List other parties that will be involved in the Project and describe their roles. The transmittal letter shall also include: (1) a Commitment to Propose, which certifies that the Proposer will provide a full and complete Proposal in response to Part B Proposal for the Project, if invited by the County; and (2) an Oath of Truthfulness, which declares under penalty of perjury under the laws of the State of California that the information provided in the Part A SOQ submittal is correct.

The Proposer must also execute an enforceable commitment to the County that the Proposer and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project that falls within an apprentice able occupation in the building and construction trades as defined in California Public Contract Code Section 22164.

All portions of the Pre-Qualification Questionnaire must be completed and submitted. Failure to complete the Questionnaire fully may result in the rejection of a submittal. Attachments may be included as part of the Questionnaire.

The information included in the Questionnaire will be used to evaluate submittals and determine whether an entity is qualified for an invitation to submit at Part B Proposal.

The Proposer shall identify any and all potential conflicts of interest.

For the Proposer, the Proposal shall include a completed Financial Resources Data Form that is included with the Pre-Qualification Questionnaire. If the Proposer is not a public company, it can provide independently audited financial statements and may request that the information be treated confidentially by the County. If the Proposer or Participating Firm has been in existence less than the three years indicated on the Financial Resources Data Form, the information shall be provided for the period of its existence.

In addition, the Proposer shall provide the financial information referenced below:

1. Annual audited financial statements (annual report) for the most recent fiscal year and all relevant notes.

2. 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 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).

4.14 PART B Technical Approach and Proposal Content

4.14.1 General Format, Organization and Content of Proposal

For those respondents who are shortlisted and invited to submit a Proposal, each Proposal shall be organized to include the following:

- Proposal Transmittal Letter (with Proposal Security)
- Executive Summary
- Technical Approach
- Business Approach

The Proposals are to be submitted electronically in PDF or flash drive format, in two files: The Proposal itself in one volume, appendices in the second volume. To the extent practicable, the Proposals are to be prepared in 8½ " X 11" format to accommodate printing by individual reviewers. The County recognizes that figures, maps, and drawings may not be suitable for the 8 ½" by 11" format.

4.14.2 Transmittal Letter, Corporate Documentation, and Proposal Security

The Proposal Transmittal Letter must be signed by a person who is authorized to commit the Proposer to the obligations contained in the Proposal and must provide documentation demonstrating such authority. (Please attach this documentation to Transmittal Letter). If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners who is authorized to commit the Proposer to the obligations contained in the Proposal.

Corporations or Limited Liability Company (LLC) submitting a proposal shall also submit the following documentation with their Proposal (Please attach to Transmittal Letter):

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership submitting a proposal shall also submit the following documentation with their proposal (Please attach to Transmittal Letter):

The Proposer shall submit a conforming copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State and any amendments.

A Proposal Bond or alternative proposal security (Proposal Form 23 in APPENDIX 5, shall accompany the Proposal Transmittal Letter.

4.14.3 Executive Summary

The Executive Summary shall summarize, in clear and concise language, the information contained in the Proposal.

The Executive Summary should be drafted, so that it may be easily understood by persons not having a technical or financial background. The Executive Summary shall be no longer than necessary to convey a meaningful summary of the Proposal because the Executive Summary may be available for review by the public, it should not contain any confidential or proprietary information.

4.14.4 Technical Approach Proposal

The Technical Approach Proposal shall provide information on Project development including the following:

4.14.4.1 Permitting

The Proposer shall identify all Federal, State, and local permits and approvals including without limitation, compliance with CEQA, needed to construct and operate the proposed Project, and its plan for obtaining all such permits and approvals along with a timeline.

4.14.4.2 Design, Construction, Start-Up

The Proposer shall provide adequate information, data, specifications, equipment descriptions, and design drawings to demonstrate that the Project will at a minimum achieve all of the required performance requirements stated in Section 2.3, 2.4 and 2.5. The Proposer shall, at a minimum, provide the following:

- Describe the proposed technical concept for the Project, including a description of the process for receiving and storing feedstock, recovering recyclables (if applicable), preprocessing the feedstock for conversion, the conversion process, end product to be produced and storage (including the size and number of processing lines for preprocessing, conversion and post-processing).

- Provide a schematic process flow diagram.
- Provide an architect's rendering of the proposed Facility and a description of the architectural treatment.
- Provide a plan view of the Project, showing site access from the roadway, travel through the scale house and scales, all buildings, outside equipment, road and traffic flow, electrical and fuel interconnections, utility connections, security fencing, stormwater management basins, site buffer areas, landscaping plans, and other key features. The County shall provide a base plan with aerial topographic map features and locations for utility connections.
- Provide elevation drawings – four sides.
- Provide a cross section drawing of the site.
- Provide equipment and general arrangement drawings.
- Provide mass, energy, and water balances along with a description of means to minimize consumptive water use and process wastewater discharge.
- Conceptually describe proposed utility connections (potable water, recycled water, sanitary sewer, stormwater, electricity, and natural gas).
- Describe proposed air pollution control measures.
- Describe those proposed measures and design features of the Project that will contribute to the environmental sustainability of the Project and Project Site (such as but not necessarily LEED certification requirements).
- Description of energy recovery, upgrading and storage facilities in addition to how they would connect to utilities.

Any additional information that will assist the County in understanding the Proposer's approach to design, construction and start-up of the Project should be included.

4.14.4.3 Operation and Maintenance

The Proposal shall outline the Proposer's overall approach to performing the operation and maintenance responsibilities, as set forth in this RFP, including the management philosophy of the Proposer and any management procedures or policies that will be followed. The Proposer shall, at a minimum, provide the following:

- Provide a preliminary staffing plan, identifying job title, function, and number of personnel.
- Describe proposed Preventative, Predictive, and Corrective Maintenance activities.

- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operation and maintenance of the Project.
- Identify and describe the Proposer's planned computerized management system, including the maintenance system, the operating system, and the tie-in to continuous, real-time monitoring of process and environmental performance data, as applicable.
- Provide estimates for the expected annual usage of electricity, fuel, water, chemicals, and other consumables required for operation of the Facility.
- Describe how the Proposer will manage emergencies that may arise at the Facility and interact with the County and the applicable fire, police, and emergency management personnel during such emergency.
- Briefly describe the Proposer's general safety program.
- Describe the air management system and the odor control measures proposed by the Proposer to ensure a safe working environment and prevent odors beyond the Site boundary for the Project.
- Describe noise control measures proposed at the Project.
- Describe measures to be taken to reduce lighting impacts on the Project Site and surrounding land uses.

4.14.4.4 Product Marketing

Describe the quantity and characteristics of materials to be recovered (if any) and the quantity and characteristics of marketable products to be produced (e.g., digestate, compost, biogas, electricity and other products, as applicable).

Discuss the regulatory, environmental and market hurdles and the plan to address those challenges for the sale of products and potential markets.

4.14.4.5 Community Relations and Public Information Program

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

4.14.4.6 Proposed Project Schedule

The Proposer shall provide a project schedule from receipt of Notice to Proceed to the commissioning date for commercial Project operation. Key timelines and milestones should be shown on the schedule including all permitting requirements.

4.14.4.7 Additional Technical Information

Provide any additional technical information that will assist the County to fully understand the technical approach.

4.15 PART B Business Approach

4.15.1 Proposer's Organization

The Business Approach shall describe the Proposer's project organization, identifying the Proposer, and describing the roles of all parties related to project development, permitting, design, construction, operations, product marketing and public outreach. This description of the Proposer's project organization can be a summary or duplication of the information provided by the Proposer in its Statement of Qualifications.

4.15.2 Financing Plan

The Proposal shall include a financing plan in sufficient detail to demonstrate that the Proposer has appropriate banking relationships and has adequate sources of capital available (either debt and/or equity) to finance the Project including: the identification of its lender or investment banker with expressions of interest and/or commitment from either or both; a description of the financing structure (e.g., debt component, equity component, working capital, etc.); and any particular or additional requirements needed to make the Project financeable that are not referenced or provided in this RFP. Complete and submit Pricing Proposal forms in APPENDIX 6.

4.15.3 Feedstock Acquisition

The Proposal shall provide details of its plan for acquiring feedstock over the long-term life of the Project. Without having to disclose specific customers or the contractual terms under, which feedstock will be acquired and/or delivered to the Project, the Proposer should provide sufficient detail to enable the County to assess the feasibility of the acquisition plan discussed. This shall include information such as:

1. The types of suppliers to be contracted with (i.e., haulers, generators, local jurisdictions, etc.).
2. The general location of suppliers (e.g., municipalities, unincorporated areas, etc.).
3. Delivery logistics (i.e., types of vehicles, numbers of deliveries/day, etc.).
4. Contingency plans to attract feedstock should disruptions arise in routine day-to-day arrangements.

5. Approach to providing County use of Project for processing County-provided feedstock, if requested, including a right of first refusal (of up to 50 tpd) for the delivery of Acceptable Waste by the County.

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

The Proposer shall indicate its willingness to enter into the contractual arrangements which will be developed based upon the principles described in SECTION 3 of this RFP, recognizing that those principles have been provided by the County as guidance to Proposers and that those principles do not represent actual terms and conditions.

4.15.5 Use of Local Labor, Goods and Services

The Proposer is to describe the use of local labor, goods and services during Project construction and operation, including efforts to be made to meet labor needs from local and regional labor pools. Describe the use of materials, goods, equipment, products, and services originating in or manufactured in the United States.

4.15.6 Proposal Forms

Complete and provide Proposal Forms in APPENDIX 4.

4.15.7 Additional Business Information

Provide any additional information that will assist the County to more fully understand the Business Proposal.

4.16 PART B Proposal Evaluation

Part B Proposals received in response to this RFP will be evaluated based upon content, completeness, and clarity in accordance with the Comparative Evaluation Criteria described herein.

4.16.1 Evaluation Process and Criteria

The County will establish an Evaluation Committee to review and evaluate the Proposals. The Evaluation Committee will be assisted by its consultants and advisors, as appropriate. A ranking of the Proposals along with a recommendation for the selection of a Preferred Proposer will be provided to the Board of Supervisors to enter into an Exclusive Negotiating Agreement. This will allow the Proposer time to seek financing, entitlements, and environmental review. Thereafter, the County will seek Board of Supervisors approval for a Ground Lease and Base Agreement.

The Project will be awarded based on the consideration of factors such as reliability and technical feasibility, economic sustainability, and the environmental benefits offered. The responses to the Part B Proposal requirements shall be scored using an informed averaging evaluation method applying the evaluation criteria set forth in APPENDIX 3. The primary factors on which the Technical Proposal of the RFP responses may be evaluated include, but are not limited to:

1. Quality of Proposal
2. Technical Resources and Experience
3. Financial Resources and Strength of Proposer
4. Record of Performance and Reliability of Technology
5. Technical Approach
6. Business Factors
7. Oral Presentation

Proposers will be deemed responsive if they provide all required information in the correct format. Any submittal failing to clearly present all of the requested information, or failing to be in the format requested, may be deemed nonresponsive and disqualified from further consideration.

Each Proposal will be evaluated and scored based on the defined categories and points specified in the table below. Specific evaluation criteria are presented in APPENDIX 3.

Tab	Evaluation Category	Points	Percentage
	Quality of Proposal	25	2.5%
	Technical Resources and Experience	125	12.5%
	Financial Resources and Strength	125	12.5%
	Record of Performance and Reliability of Technology	150	15.0%
	Technical Approach	325	32.5%
	Business Factors	200	20.0%
	Oral Presentation	50	5.0%
TOTAL MAXIMUM POINTS		1,000	100%

4.16.2 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 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.

4.16.3 Contract Negotiations and Award

Once the Contractor has been selected and upon authorization by the Board of Supervisors, the County will enter into negotiations with the selected firm or team.

The County, may, in its sole discretion and at any time, exclude a Proposer from further participation in the negotiation process if it determines that any proposed arrangement with such Proposer would not be in the best interest of the County. Negotiations with another Proposer may be initiated if negotiations with the Preferred Proposer are not satisfactory in the sole judgment of the County.

A Proposer who fails to negotiate in good faith shall forfeit its Proposal Bond or alternative security.

The Exclusive Negotiating Agreement as well as the Ground Lease and Base Agreement must be approved by the Board of Supervisors. The Board of Supervisors expressly reserves the right to reject any and or all Proposals, agreements, or contracts.

APPENDIX 1

PRE-QUALIFICATION QUESTIONNAIRE

General Instructions

The following questionnaire asks for information concerning the Proposer's organization, experience and reference facilities.

Generally, the Proposer shall include information for the specific single business organization or entity that is submitting a response. If the information being submitted is not for the specific responding entity, please note such in the response. If a major portion of the work would be via a partner, associated firm, or subcontractor information for such entities should be submitted and specifically referenced.

All answers must be specific and complete in detail. The County reserves the right to make independent inquiries concerning the information submitted herein, conduct any additional investigation necessary to determine the Proposer's qualifications, and require the Respondent to supply additional information.

Schedules, resumes, reports, diagrams, and other forms of information may be used as attachments, provided that the Respondent clearly references the attachments and how the supplemental information is relevant to the topic.

Organizational Information

1. Name of the lead entity, type of entity (corporation, partnership, individual, LLC, or other; if "other", please describe). Also include the names and roles of other team partners and subcontractors.
2. Provide the following information for the lead entity:
 - a. Address, phone number, e-mail address, and website.
 - b. Federal Tax ID No.
 - c. Project manager and direct contact information.
3. Submit an organizational chart showing ownership percentages and management arrangements between all entities participating in the execution of this Project (technology provider, design firm, construction firm, operations and maintenance, project financier, etc.).
4. List the name, title, mailing address, e-mail address, and phone number for the person who shall serve as the main contact for the Respondent.
5. How many years has this business used its present name? If this business has a parent company, has done business under other names, or is doing business under other names, list the parent company (including its address, phone number,

e-mail address, and website) and names of the other businesses under, which you have done or are doing business.

6. List and explain the status of any lawsuit(s) or other legal action(s) that could affect your ability to carry out the functions outlined in this RFP, and in which you or a company affiliated with you (i.e., a parent company, a company in which you own an interest, or a company in which your parent company owns an interest, as applicable) are a party.

Experience, Expertise and Past Performance

1. Describe the experience of the lead entity in performing work similar to that described in this RFP.
 - a. Include names, organizational affiliations, and contact info for references as well as their role in the work that was done.
 - b. Include a description of the lead entity's role (i.e., prime or subcontractor, or owner) and how the project was similar to the work called for in this RFP.
 - c. If you have not had similar experience, include experience from partnering entities and indicate how the Respondent will access this expertise. Include enough information to satisfy.

Describe the experience of the lead entity and key personnel in successfully managing the type of organic waste anaerobic digestion operation being proposed, including permitting, financing, design/construction, feedstock acquisition, product marketing, regulatory compliance, and operation and maintenance.

Identify personnel, their roles in relation to the work described experience with similar projects, percent of their time dedicated to this work/project, and special qualifications they may bring to the project. Indicate where they would be located. Include resumes of key management individuals. For each staff person, be sure to include the following:

1. Name
2. Years of experience performing similar work
3. Past and current employers where staff performed similar work
4. Key projects where similar work was performed
5. Relevant certifications and training

Project Approach & Process

1. Respondents are requested to provide a high-level summary of how they would execute the Project including:
2. Description of how your process would manage organic materials from delivery to all outputs (solids, liquids, energy, residuals).
3. Potential partnering arrangements if a team of partners is planned.

4. Overview of potential partners and how risk would be allocated (design, construction, operation, and maintenance).

Reference Facilities

Respondents must provide information on reference facilities to demonstrate the Respondent's experience and capabilities and the proposed technology's viability in enough detail to enable evaluation by the County. Information may be provided on up to three (3) facilities and should focus on facilities processing the same type and quantity of feedstock as specified in this RFP. For each operating reference facility provide the following information including additional information as necessary within the submission:

1. Facility name, location, owner, and operator.
2. The scale of the facility (e.g., demonstration, commercial).
3. Unit size (in tons per day) and number of units.
4. Design and actual operating throughput.
5. Description of all feedstock accepted, percentages of each, source of feedstock, contamination maximums or tolerances.
6. End-products/outputs produced, including quantities of each, use of each, and disposition of all end products including contaminants.
7. Status of facility (e.g., operating, under construction).
8. Detailed description of system technology and process.
9. Operating history (e.g., date commissioned, period of operation, availability over the past three years).
10. Major problems/shutdowns and lessons learned.
11. Environmental permits, inspection, and compliance status.
12. Primary revenue sources.
13. Financial status of the facility.
14. Relationship of respondent to the reference facilities.

Sustainable Business Practices

Respondents should provide the following information:

1. Environment - Describe in general terms how your firm lessens its negative operational impacts on the environment. Describe your firm's commitment to environmentally conscious business practices. Include sustainable building design elements to be incorporated into a proposed facility.
2. Economy - Describe in general terms how your firm supports the local community such as community economic development and community workforce development.
3. Community - Describe how your firm supports its employees by providing living wages and benefits. Describe your employee compensation structure, healthcare and other benefits provided by your firm.

**APPENDIX 1.1
FINANCIAL RESOURCES DATA FORM**

**Calabasas Landfill Anaerobic Digestion Project
Request for Qualifications and Proposal**

(To be completed by Proposer)

Name of company completing form

Name of individual

Signature

1. Bond/Debt Information

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

	Issue Description	Moody's Rating
Issue 1		
Issue 2		

2. Financial Indicators

Fiscal Year End: _____

		1	2	3
		2019	2020	2021
A.	Total Revenues	\$	\$	\$
B.	Net Income	\$	\$	\$
C.	Total Assets	\$	\$	\$
D.	Current Assets	\$	\$	\$
E.	Total Liabilities	\$	\$	\$
F.	Current Liabilities	\$	\$	\$
G.	Equity (C-E)	\$	\$	\$

Using the information provided in the table, calculate:

A. Revenue Growth Percentages.

2019: $(A2-A1)/A1$ _____ %
2020: $(A3-A2)/A2$ _____ %

B. Profitability Percentages.

Return on Revenue
2018: $B1/A1$ _____ %
2019: $B2/A2$ _____ %
2020: $B3/A3$ _____ %

Return on Assets
2018: $B1/C1$ _____ %
2019: $B2/C2$ _____ %
2020: $B3/C3$ _____ %

C. Leverage Ratio

2018: $E1/G1$ _____
2019: $E2/G2$ _____
2020: $E3/G3$ _____

APPENDIX 2

DESCRIPTION OF SITE AND EXISTING FACILITIES

This Appendix augments the site discussion found in SECTION 2 of the RFP.

Proposals submitted in response to this RFP shall be based on development of an Anaerobic Digestion Project at the Landfill, specifically within a portion of the Landfill designated and defined herein for purposes of constructing and operating the Project.

The County will provide an approximately 2.1-acre site (Project Site) located within the permitted area of the Landfill for the Project.

There is no known contamination on the Project Site and there is no known material landfilled within the Project Site. There have been no existing soil studies in this area.

The Landfill is located in the unincorporated area of western Los Angeles County, north of the Ventura Freeway (US 101), and next to the City of Calabasas. The street address of the Landfill is 5300 Lost Hills Road, Agoura, California, 91301. The Landfill has a permitted area of 505 acres with 416 acres designated for disposal. The Landfill began operation in 1961.

The Landfill is owned by the County and operated by the Sanitation District under Solid Waste Facility Permit Number 19-AA-0056. The Landfill is permitted to receive up to 3,500 tpd of solid waste. Currently, the Landfill receives on the order of 900 tpd of waste. The Landfill is prohibited by County ordinance from accepting waste for disposal from outside the defined Calabasas Landfill Wasteshed area. Acceptable Waste brought to the Project Site from outside the Wasteshed area must be processed at the Anaerobic Digestion Facility.

Permitted hours of operation for the Landfill for receipt of refuse are Monday through Saturday, 8 a.m. to 5 p.m., and the Landfill is open to the public during this time. Permitted hours for landfill and ancillary operations are Monday through Saturday, 8 a.m. to 6 p.m.

Landfill site infrastructure includes the following the use of which Proposers should consider depending upon the specific or particular needs of their proposed Project.

Gas-to-Energy Facility

The Sanitation District developed, designed, constructed, owns, and operates a landfill GTE facility at the Landfill. The landfill GTE facility consists of two Solar Mercury 50 gas turbine-generator (CTG) sets. Each unit can produce 4.0 MW, of which 1.0 MW is used in the gas compression/cleanup skid for a net system output of 3.0 MW per turbine. Electricity is sold to the California Independent System Operator grid through the Southern California Edison (SCE) distribution system. Power is delivered to SCE's

system at 16kV voltage. The Sanitation District currently has sufficient landfill gas to operate the two turbines at a total of 6.0 MW gross/4.0 MW net, leaving 2.0 MW of spare capacity. The Sanitation District expects to operate the turbines through 2031. There is infrastructure available for installation of a third turbine-generator set identical to the other two that was previously removed from the landfill GTE facility.

Electricity for all existing landfill loads is distributed through the landfill GTE facility. When the landfill GTE facility is operational it serves all landfill loads. When the landfill GTE facility is out of service electricity is delivered from SCE to landfill loads through the landfill GTE facility to landfill loads.

Stormwater/Drainage System

Primary stormwater drainage of the active landfill site is controlled by channeled ditches, pipelines, drainage benches, and interim drainage structures. California Code of Regulations (CCR), Title 27, specifies that precipitation and drainage control facilities at a Class III landfill be designed to handle a 100-year frequency and 24-hour duration storm.

Temporary measures for control or diversion of rainwater from the working area during periods of continued rain have been achieved by utilizing berms on the landfill.

The current surface drainage system consists of graded flow lines on the top deck and drains to convey stormwater run-off flow down the face of the landfill through a series of pipelines and channels. The site is graded to carry stormwater around the active fill area. Prior to each rainy season silt and sediment is removed from debris basins. Permanent drainage facilities are designed to accommodate a 100-year frequency and 24-hour duration storm. As more areas of the landfill are completed, additional permanent stormwater drainage systems will be constructed to ensure proper drainage control.

The stormwater runoff is characterized by industrial and non-industrial areas, in which the active areas are considered industrial and the finalized areas or areas that are not active for several years are considered non-industrial. Stormwater runoff from industrial areas, including the power plant area, are captured in debris basins or Baker tanks where it is treated via skimmers and filter bags before discharge. The non-industrial areas, including areas outside the power plant and the road leading up to the power plant, are not collected and discharge through pipelines and channels.

LFG Collection System

At the Calabasas Landfill, wells and trenches have been constructed into the landfill to collect landfill gas. These collectors are attached to header lines on the landfill surface. The header lines are placed under a vacuum, which draws landfill gas from the landfill to a central location for proper management. The landfill gas collection system is extended as refuse cells are constructed. Landfill gas is currently combusted at the GTE facility or

in one or more of the nine flares at the flare station if the GTE facility is down for maintenance.

Approximately 4,200 standard cubic feet per minute (scfm) of landfill gas at 27 to 35 percent methane is captured by the gas control system. The existing system consists of approximately 660 vertical gas collection wells, of which 599 are active, and approximately 106,000 linear feet of horizontal gas collection trenches. The trenches have internal piping systems, which are connected to the header lines installed on completed slopes and top deck areas of the landfill. Landfill gas header lines are made of polyvinyl chloride (PVC) or HDPE pipe ranging from 6- to 24-inches in diameter. Pipes connecting the gas extraction well and horizontal gas trench to the gas collection header typically consists of 3-inch (wells) and 4-inch to 8-inch (trenches) PVC or HDPE pipe and a flexible coupling. The vacuum placed on the trenches results in the withdrawal of landfill gas from within the landfill. The trenches act as horizontal gas withdrawal wells and are effective in the removal of landfill gas. After several additional refuse lifts are placed, additional trenches and wells will be installed to collect the gas generated from the newer placed fill.

Flare Station

The existing Calabasas Landfill flaring station consists of nine flares. In addition, the flaring station has three gas blowers and two propane tanks for igniting the flares. Each of the flares consists of a vertical, cylindrical, refractory-lined vessel with main and ignition burners located near the base. The ignition burners fire propane and landfill gas. Flares 1-6 (1,000 scfm in capacity) are 8 feet in diameter and 16 feet in height, while Flares 7-9 (1,500 scfm in capacity) are 8 feet in diameter and 32 feet in height. The flares are equipped with inlet air dampers to control the flow of combustion air to the burners. Thermocouples are installed to provide temperature indication for control. When the flare station is operated there are typically one of three 1,500 scfm flares at maximum capacity; and the six 1,000 scfm flares on a three-flare rotation to handle the remainder of the flow from the gas system.

Entrance Facility and Access Road

Public access to the landfill occurs at Lost Hills Road. Signs are posted at the landfill entrance identifying the name of the facility, owner and operator, hours of operation, site restrictions (including disposal restrictions in English and Spanish), and a schedule of rates. Traffic signs, such as speed limit and lane merges are posted along the access road.

A security gate is located on the access road below the scale facilities.

Scale Facilities

The site's scale facilities consist of four electronic, computer-linked weigh scales, and two scale houses that are operated by the Sanitation District. Signs posted at the scale area indicate site restrictions, special notices, and the schedule of rates. Signs also instruct the drivers of each vehicle on how to proceed through the scales. Sanitation District

operation of the scales would end if and when the Sanitation District's operation of the Landfill ceases, at which time the Contractor or the County would need to assume scale facility operation.

Internal Roads

The access road from the scale area continues as the main paved haul road. Traffic is directed by signs or by a flagman to the disposal area, the tire drop-off site, or to the various recovery areas for asphalt, green waste, metals, and other recoverable materials. The other internal roads at the site are restricted to site personnel and related usage. Site facilities, such as the equipment service yard, reclaimed water drop tank, reuse water storage tanks and drop stand, air strippers, and hazardous waste storage area are accessed from the main haul road. A paved road also leads from the area of the reclaimed water drop tank to the gate to Barrier No. 2. A third paved road runs along a portion of the northern ridgeline. There are unpaved roads on the benches constructed along the side slopes of the landfill. These bench roads are utilized by site personnel for monitoring and maintenance purposes. Site personnel also have access to off-site dirt roads for monitoring and maintenance purposes.

Field Office

The site field office is located next to the scale area. Visitors are required to check in with site personnel at the field office. A parking area is provided for visitors and employees. The site technicians occupy a trailer located near the flare station.

Equipment Service and Storage Facility

The site's equipment service and storage facility consist of several trailers used for parts, storage, and equipment maintenance. Also, located in this area is an employee parking area, a secondary containment area containing three 6,000-gallon aboveground diesel tanks for the site's equipment, a 1,000-gallon waste oil tank, and small storage drums for equipment service fluids. This area is used for maintaining the mobile equipment.

Hazardous Waste Storage Yard

Hazardous materials identified by inspectors at the working face are taken to the hazardous waste storage yard, a secured temporary storage area for hazardous materials. The construction and monitoring of the hazardous waste storage area complies with the requirements of Title 22 of CCR for this type of facility. The storage area is lined with asphalt concrete pavement and a synthetic liner, surrounded by a containment berm, enclosed with a locked chain link fence, and posted with warning signs indicating the presence of hazardous material. The hazardous material is ultimately removed by a licensed hazardous waste hauler to a legal disposal or recycling facility. The hazardous material is stored no longer than 90 days in accordance with CCR, Title 22, Section 66262.34.

Sanitary Facilities

The Calabasas Landfill has sewer connected sanitary facilities for Sanitation Districts' employees. Portable chemical toilets, serviced by a commercial vendor are provided for employees in the equipment maintenance area. Public restrooms are also available at the scale area of the site.

Potable Water Supply

On-site water needs include water for sanitary use, landscape irrigation, dust control, and fire control purposes. Potable water for sanitary facilities is supplied by the Las Virgenes Municipal Water District, which connects at the northern end of the Saratoga Hills Housing Tract. Landscape irrigation, dust control, and fire control needs are met with reclaimed water or treated canyon water.

Reclaimed Water Supply

Reclaimed water for on-site landscape irrigation and dust control is supplied by the Las Virgenes Municipal Water District. Reclaimed water for fire control is also supplied to two fire hydrants, one located at the flare station in the southwest portion of the site and the other in the scale area.

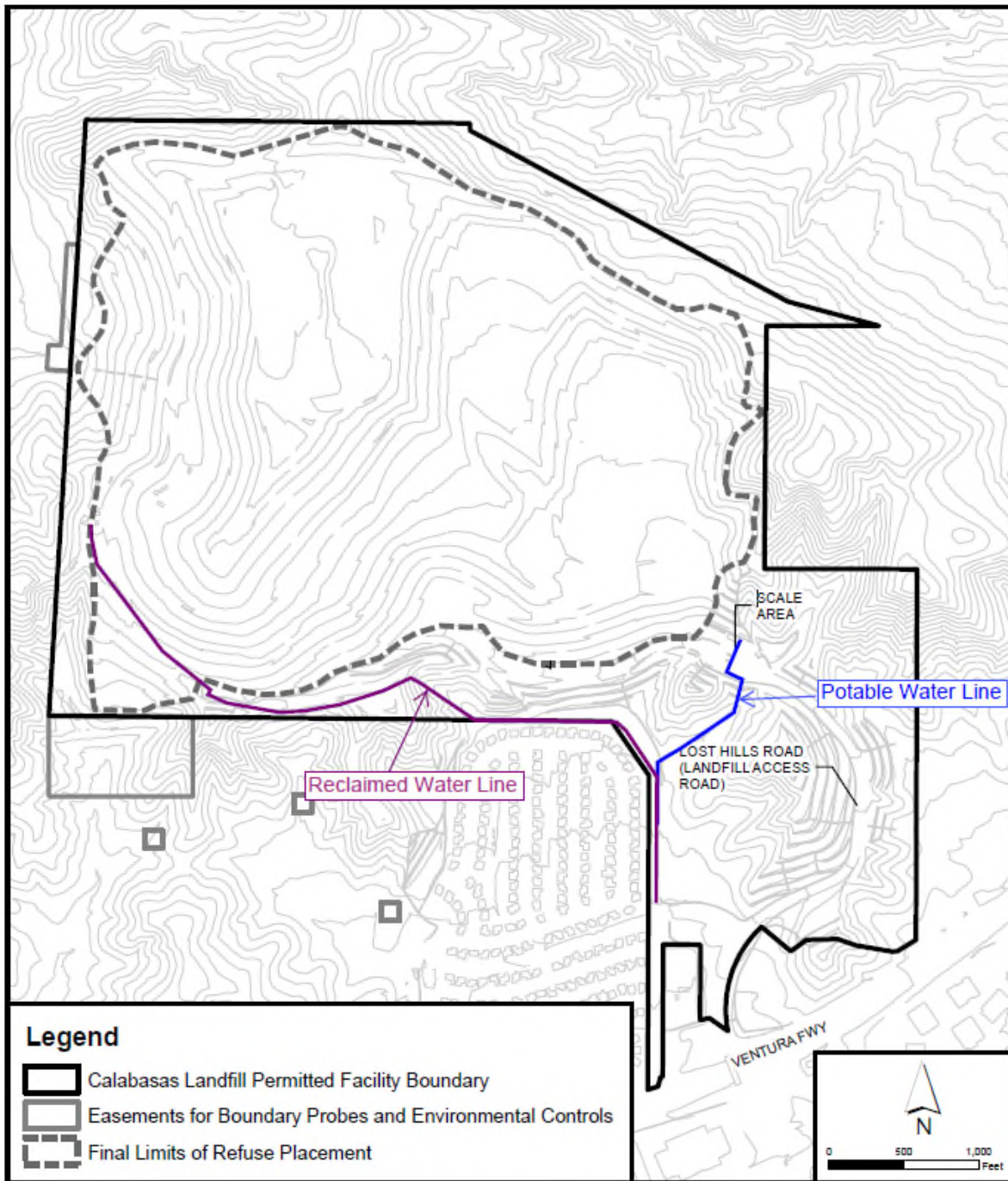
Utilities

The following utilities are available at the Landfill site, for use by the Contractor:

- Natural gas - dedicated pipeline delivers gas to the landfill GTE facility to a meter owned by the Sanitation District
- Potable water
- Reclaimed water
- Sanitary sewer - connection in the scale house area; no connections at the GTE facility
- Electricity - is distributed to all landfill locations through the landfill GTE facility.

Use of utility connections for the Project will be subject to negotiation between the County, Sanitation District, and Contractor.

Approximate utility locations are shown in the following figure (Figure 2: Calabasas Landfill Site Plan with Permitted Facility Boundary) on page 54.



Site Plan with Permitted Facility Boundary FIGURE 2-1

C A L A B A S A S L A N D F I L L
 COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Figure 2: Calabasas Landfill Site Plan with Permitted Facility Boundary

APPENDIX 3

EVALUATION CRITERIA

Comparative Evaluation Criteria

The Comparative Evaluation Criteria will be applied to evaluate, not only the project approach, but also the experience, capability, qualifications and resources of the Proposer. 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.

PROPOSAL COMPARATIVE EVALUATION CRITERIA

As discussed in SECTION 4, comparative criteria will be evaluated and scored as Exceeds, Meets, or Weak. Individual Proposal sections or items may also be scored as Not Met a rating given in two situations: 1) the proposal does not address or acknowledge specific RFP stipulations, requirements, or parameters; or 2) the proposal indicates an inappropriate or different response to what is being asked in the RFP.

CRITERIA	Weak	Meets	Exceeds
1. Quality of Proposal	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			
2.1 Experience of Proposer in Project Development, Permitting, Design, and Construction of Municipal Solid Waste Facilities	Proposer has successfully developed, permitted, designed, constructed, and put in operation an AD facility but <u>not</u> of similar technology as proposed.	Proposer has successfully developed, permitted, designed, constructed, and put in operation an AD facility of similar technology as proposed.	Proposer has successfully developed, permitted, designed, constructed, and put into operation an AD facility of the same technology and similar size as proposed.
2.2 Experience of Proposer in Operation of AD Facilities	Proposer has relevant experience in the successful operation and maintenance of an AD facility but <u>not</u> of similar technology.	Proposer has relevant experience in the successful operation and maintenance of an AD management technology similar to that proposed.	Proposer has successfully operated an AD facility of the same technology as proposed for at least 1-year, and at a similar facility size as proposed.

CRITERIA	Weak	Meets	Exceeds
2.3 Experience of Proposer as Team with AD Facility Development, Design, Construction, and Operation	Proposer and Participating Firms have <u>not</u> worked together previously in development, permitting, design, construction, and operation of an AD facility.	Proposer and Participating Firms have worked together as a team in development, permitting, design, construction, and operation of an AD facility, but <u>not</u> of similar technology.	Proposer and Participating Firms have worked together as a team in development, permitting, design, construction, and operation of a similar AD facility.
2.4 Depth and Location of Resources	Proposer has the requisite financial and technical capabilities and resources to perform the requested services, but not primarily located in the U.S.	Proposer has requisite financial and technical capabilities and resources to perform the requested services, primarily located in the U.S.	Proposer has requisite financial and technical 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 <u>not</u> 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 <u>not</u> 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, and Other Products	Proposer does not have experience in the U.S. in marketing the products they are proposing.	Proposer has experience in the U.S. in marketing the products they are proposing.	Proposer has experience in the U.S., including California, in marketing products that they are proposing.
2.8 Record of Contract Performance	Proposer has a satisfactory contract performance record for a solid waste management facility but <u>not</u> 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 an AD facility but <u>not</u> in the U.S.	Proposer has a satisfactory record of labor relations in the U.S. for an AD facility.	Proposer has a satisfactory record of labor relations in California for an AD facility.
2.10 Safety Record	Proposer has a satisfactory safety record for an AD facility but <u>not</u> in the U.S.	Proposer has a satisfactory safety record in the U.S. for a similar AD facility.	Proposer has a satisfactory safety record in California for a similar AD facility.

CRITERIA	Weak	Meets	Exceeds
2.11 References and Reference Project Descriptions	Proposer has identified and described at least one relevant AD facility that the Proposer has been involved with as a developer and/or operator, 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 AD facility that the Proposer has been involved with as a developer and/or operator, of similar technology to that proposed.	Proposer has identified and described two or more relevant AD facilities that the Proposer has been involved with as a developer and/or operator with at least one being the same technology as that proposed.
3. Financial Resources and Strength of Proposer			
3.1 Financial Strength of Proposer	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.	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 County 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 County demonstrates equivalent liquidity.
3.2 Experience in Project Financing	Proposer has not participated in financing for a similar project as that proposed.	Proposer has experience in the financing of one similar project.	Proposer has experience in the financing of two or more similar projects.
3.3 Record of Business Integrity	Adequate record of business integrity and performance and has not been disbarred in the U.S.	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			
4.1 General Performance Record	Proposed technology has been demonstrated 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 twelve months.	Proposed technology has been operating commercially for more than 1 year at either the minimum unit size or the proposed project size.

CRITERIA	Weak	Meets	Exceeds
4.2 California Experience	Proposed technology has not been demonstrated in a climate similar to Northern/Southern California at all or for less than six months at any sized at a commercial scale. In this case, "climate" means either a Dry or Temperate Zone.	Proposed technology has been demonstrated in a climate similar to Northern/Southern California at the proposed project size for at least six months. In this case, "climate" means either a Dry or Temperate Zone.	Proposed technology has been operating commercially in a climate similar to Northern/Southern California for more than one year at the proposed project size. In this case, "climate" means either a Dry or Temperate Zone.
5. Technical Approach 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 to 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 approach 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 approach demonstrates strong understanding of key permitting requirements and issues and describes reasonable approach for obtaining permit approvals.	Permitting approach 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, and 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 Design, the Construction and Start-up plan is based on Proposer's experience and demonstrated ability to achieve similar results on similar projects using proposed approach.

CRITERIA	Weak	Meets	Exceeds
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.	Operation and Maintenance plan is based on Proposer's demonstrated ability to achieve similar results on similar projects using proposed approach.
5.5 Feedstock Acquisition Plan	Proposal does not include a meaningful plan for acquisition of Acceptable Waste, as applicable.	Proposal includes a comprehensive plan for acquisition of Acceptable Waste, as applicable.	Proposer has demonstrated ability from similar projects and/or it has already taken steps towards acquiring Acceptable 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.	Proposer has provided Letters of Intent for purchase of key products.
5.7 Community Relations Plan	Community Relations approach does not demonstrate a strong understanding of the need to develop and maintain professional, responsible, and responsive working relationships.	Community Relations approach demonstrates a strong understanding of the need to develop and maintain professional, responsible, and responsive working relationships.	Community Relations approach demonstrates a superior understanding of the need for, and experience with developing and maintaining professional, responsible, and responsive working relationships with the community.
5.8 Proposed Project Schedule	Proposal includes a Project Schedule showing the Facility will be operational by more than 24 months following permitting.	Proposal includes a Project Schedule showing the Facility will be operational 24 months following permitting.	Proposal includes a Project Schedule showing the Facility will be operational less than 24 months following permitting with such schedule supported with clearly identified key milestones and critical path items.
6. Business Factors			
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.	Proposer's project organization and corresponding description demonstrates a superior determination of defined roles and relationships.

CRITERIA	Weak	Meets	Exceeds
6.2 Strength of Financial Security	Proposes project security measures including required bonds, insurance, and company guarantees, but caps liability to full construction cost and one year of O&M cost.	Proposes project security measures including required bonds, insurance, and company guarantees, and, while proposing a financial limit or cap on liabilities, will be adequate to cover full construction costs and greater than one year of O&M costs.	Proposes project security measures including required bonds, insurance, and company guarantees, does not place any financial limit or cap on the value of the guarantee or on liability.
6.3 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.	Financing plan includes appropriate levels of financing commitments from appropriately experienced investors and bankers/lenders.
6.4 Economic Viability	Does not demonstrate a good understanding of the County waste market and does not clearly project long-term Project viability.	Demonstrates understanding of the County waste market and projects long-term Project viability.	Demonstrates particularly strong understanding of the County waste market and projects assured long-term Project viability.
6.5 Use of local business, labor, goods and services (LTWHP, SBE, CBE, etc.)	Meets requirements of RFP.	Exceeds requirements of RFP.	Significantly exceeds requirements of RFP.
6.6 Staffing Plan	Proposal does not include a meaningful Staffing plan.	Proposal demonstrates intent to utilize local labor resources with a comprehensive description of how this will be achieved.	Proposal includes a commitment to utilize local labor with a comprehensive description of how this will be achieved.
7. Oral Presentation	Incomplete presentation that omits critical information and/or does not provide a clear understanding of the Project; poor or incomplete responses to questions.	Adequate presentation that covers all major Proposal aspects; provides clear understanding of the Project; clear responses to questions.	Articulate, detailed presentation that enables an enhanced understanding of the Project; detailed responses to questions.

APPENDIX 4

APPLICABLE COUNTY REQUIREMENTS

APPENDIX 4-1
GENERAL CONDITIONS

1 General Conditions

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the County reserves the unqualified right to cancel this RFP and to reject any or all proposals for any reason.

2 County's Responsibilities

County is responsible only for that which is expressly stated in this RFP or any future addenda, also referred to as notices, that may be issued to this RFP. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

3 Cost of Proposal

The County shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this request.

4 Compliance with RFP

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

5 Truth and Accuracy of Representations

Substantially false, misleading, incomplete, or unresponsive statements and/or failure to adhere to the format herein described may be sufficient cause for rejection. The evaluation and determination of the fulfillment of the above requirement shall be in the County's sole judgment and shall be final.

6 Contract Execution

Any resultant contract of this RFP shall be executed and returned by the selected firm within an agreed upon time from the time of receipt of the contract.

7 Acceptance of Terms and Conditions

Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Proposer and the County.

8 County's Changes to RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda (or also referred to as Notice) to this RFP. Such addenda will be made available to each person or organization who has registered through the Department of Public Works "Doing Business with DPW" website for this RFP at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the Proposal found non-responsive and/or the Proposer non-responsible.

9 Proposer Changes to Proposal

Until the proposal submission deadline, errors in proposals may be corrected by submitting a request in writing to withdraw the proposal and by submission of a replacement proposal with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

10 Consistency with Laws

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

11 Notice to Proposers Regarding the Public Records Act

Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended bidder's/proposer's bid/proposal, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended bidder/proposer that the negotiated contract is a firm offer of the recommended bidder/proposer, which shall not be revoked by the recommended bidder/proposer pending the department's completion of the process under the applicable protest

policy as set forth in this RFP and approval by the Board of Supervisors and (b) with respect to all other bidders/proposers, Public Works recommends the recommended bidder/proposer(s) to the Board and such recommendation appears on the Board agenda, bids/proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each bid/proposal which are justifiably defined by the bidder/proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the bid/proposal as confidential shall not be deemed sufficient notice of exception. The bidders/proposers must specifically label only those provisions of their respective bid/proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

12 Contact with County Employees

As of the issue date of this RFP and continuing until the final date for submittal of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions regarding the RFP with County employees. During the submittal period, questions regarding this RFP may be directed to the person indicated in the cover letter or e-mailed to:

Matt Jerge
County of Los Angeles Public Works
Contracts and Business Affairs Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
(626) 458-2593
mjerge@dpw.lacounty.gov

Contact with any other County official or employee during the submittal period regarding this RFP may cause for immediate disqualification of the Proposer as determined in the sole discretion of the County.

13 County of Los Angeles Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This Ordinance, referred to as the Lobbyist Ordinance, defines a County lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the Ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance. As part of this solicitation process, it is the responsibility of each Proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this RFP must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010 and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification Form, as part of their proposal.

14 Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submittal. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report an attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the Public Works' manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

- 15 Consideration of GAIN/GROW Program Participants for Employment. As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", as set forth in the Required Forms, along with their proposal.

- 16 Child Support Compliance Program

Proposer is required to fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. Proposer is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

- 17 Federal Earned Income Credit

Developer shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. A copy of the notice is available at this website: <http://www.irs.gov/pub/irs-pdf/n1015.pdf>.

- 18 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in any resultant Agreement under Recycled Bond Paper paragraph.

19 County Policy on Doing Business with Small Business

- 19.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 19.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Appendix 4-2, Preference Programs, of this RFP.
- 19.3 The Jury Service Program, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of the Jury Service Program are provided in Section 27 of this these General Conditions.
- 19.4 The County also has a policy on Doing Business with Small Business.

20 Indemnification and Insurance

The County's insurance requirements specify that Developers should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders. Developer shall comply with indemnification and insurance provisions to be specified in the resultant Agreement(s).

21 SPARTA Program

The County program known as SPARTA (Service Providers, Artisan, and Tradesman Activities), may be able to assist potential Developers in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, a Proposer may call (800) 420-0555 or visit the following website: www.2sparta.com.

22 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any

change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

23 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

24 Determination of Proposer Responsibility

24.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Developers.

24.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subconsultants and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

24.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business

integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

- 24.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 24.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 24.6 The terms shall also apply to all members of Proposer's team, including any contractors or subcontractors of Proposers on County contracts.

25 Proposer Debarment

- 25.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 25.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board

- 25.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 25.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 25.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 25.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The

Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

25.7 These terms shall also apply to all members of Proposer's team, including any contractors or subcontractors of Proposers on County contracts.

25.8 <http://purchasingcontracts.co.la.ca.us/DebarmentList.htm> is the link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

26 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

27 Contractor Employee Jury Service Program

The prospective contract is subject to the requirements of the County's Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program and the pertinent jury service provisions of the model/sample contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

Proposers that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

27.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, employee means any California resident who is a full-time employee of a Contractor and full time means 40 hours or more worked per week, or a lesser number of hours

if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

27.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of Contractor. The Program defines Contractor to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

27.3 If a Contractor does not fall within the Jury Service Program's definition of Contractor or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

28 Developer Registration with the County of Los Angeles

Prior to a contract award, all potential Developers must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>. If awarded a contract and Developer does not

have a valid vendor number, payments will be delayed until the Developer is registered.

29 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and how to safely surrender a baby. The fact sheet is set forth in Attachment of this solicitation document. It is also available on the Internet at www.babysafela.org for printing purposes.

30 Notification to County of Pending Acquisitions/Mergers by Proposing Company

Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on Required Form - Proposer's Organization Questionnaire/Affidavit. Failure of the vendor to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in during the pendency of this RFP by providing a revised Proposer's Organization Questionnaire/Affidavit Form to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

31 Prevailing Wage Requirements

These services will consist of both prevailing wage work and non-prevailing wage work.

- a. For project which is a public work as defined in Section 1720 of the California Labor Code, and subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), the following provisions of this Section shall apply.
- b. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public works, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to California Labor Code section 1725.5.
- c. The County shall not accept any bid nor award any contract without proof

of the contractor and subcontractor's current registration to perform the project. A copy of the confirmed registration from the Department of Industrial Relations website (<https://cadir.secure.force.com/ContractorSearch>) must be attached in applicable part of the bid package. The bid submitted by an unregistered contractor shall be basis for considering the bid non-responsive [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1].

- d. An inadvertent error in listing an unregistered subcontractor pursuant to Labor Code section 1725.5 in a bid proposal shall be grounds for considering the bid non-responsive, unless:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- e. All contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.
- f. The prime contractor is required to post job site notices prescribed below:

8 Calif. Code Reg. §16451(d):

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

“The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained

by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.”

- g. In addition, electronic certified payroll records must be submitted to the County through an online system designated by the County.

32 Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

The County will handle and process any and all protests in connection with this RFP according to the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, No. P-05-04, "Bid Protests", dated March 31, 2003. Proposers who wish to file a protest shall do so in accordance with the requirements specified in Construction Contracting Policy Guideline No. P-05-04, which can be found at <http://dpw.lacounty.gov/general/bids/BidProtests.pdf>.

Policy Overview

The County of Los Angeles will process bid protests in a timely and consistent manner to assure that all prospective contractors/consultants are accorded fair and equal consideration for the award of County contracts.

Purpose and Scope

The purpose of this Policy Guideline is to convey the County's general course of action for addressing bid protests asserted by prospective contractors. This guideline will address the administrative guidelines for protests arising from the acquisition of construction and construction-related services under both the Invitation for Bid (IFB) and Request for Proposal (RFP) methods of solicitation.

Application and Responsibility

This Policy Guideline applies to all County departments involved in the contractor selection process for construction and construction-related contracts.

Policy Guidelines

Introduction. Protests received by the County before contract award shall be immediately forwarded to the contract administrator issuing the IFB or RFP. The contract administrator will prepare a written response, reviewed by County Counsel if necessary, and approved by the department/agency head or his/her designee.

Timely Filing. The protest of a likely contract award to the apparent lowest bidder (IFB) or best-qualified firm or consultant (RFP) must be made prior to contract award. Untimely notice will not serve the interests of either party. Protests should be received by the County at the earliest practical time. For this solicitation, the deadline to submit the protest is five business days from the debriefing meeting with Contract Administrator or five business days from the receipt of selection notification, whichever is later.

Post-Award Protests. With respect to protests received after contract award, the County will not suspend contract performance or terminate the awarded contract unless so directed by the Board.

Protest Format. The protesting party's protest should reference all pertinent County, State, Federal, or local laws or regulations that are relied upon in support of the protest. Any documents relevant to the protest should be submitted. The County, at its discretion, may decide the protest without requesting further submittal(s) from the party submitting the protest. Thus, the initial protest should include all matters that the party wishes the County to consider in deciding the protest outcome. Such matters include, but are not limited to, the following:

- (1) The name and address of the party and its relationship to the procurement.
- (2) Identification of the proposed project or contract.
- (3) Description of the nature of the protest.
- (4) Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based (i.e., identification of the technical specifications or item of content in the IFB/RFP).
- (5) Copies of all (or any) documentation supporting the allegations in the protest.
- (6) Statement of the specific relief requested.

Protest Submittal. The best interests of the parties are served if the protest is (1) filed with the contract administrator, (2) filed in a timely fashion, and (3) filed in the format and detail described in Protest Format above. A contractor may also appear in person before the Board. The Board, acting in the best interests of the County, may decide to continue with the award and acquisition subject to resolution of the protest.

Protest Remedies. A decision by the responsible official will be made based on the merits of the protest. A written response will be provided by the County and all findings and specified remedies will be considered final. The Board may suspend a contract upon a finding that the protest has merit and is based on solid legal principles.

Authority for Administration of Protests. The responsible official may assign contract administrators to conduct the administrative processing of protests filed with the County. Assigned contract administrators shall be responsible for proper distribution of protest submittals and responses, coordination of

staff evaluation of the protest, compliance with the time limits stated herein, and maintenance of all documents related to the protest. The responsible official shall request County Counsel to review and advise the contract administrator concerning any legal issues involved in protests.

34 County's Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program (Los Angeles County Code, Chapter 2.206). Prospective contractors should carefully read the Defaulted Tax Program Ordinance, and the pertinent provisions of the sample contract, in Form 15 of APPENDIX 5, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both contractors and their subcontractors.

Bidders/proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with the County's Defaulted Property Tax Reduction Program, Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation or debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

35 County's Request to Replace Developer's Personnel

If the County determines, in its sole discretion, that the performance or conduct of any of Developer's personnel on the Project is unsatisfactory, County reserves the right to request that the Developer replace such personnel for the Project. In the event the County makes such a request, the Developer shall promptly comply with such request.

36 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at

the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

37 Injury & Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

38 Developer Background and Security Investigations

Background and security investigations of Developer's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Developer.

39 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision and the Independent Contractor Status provision contained in any resultant Agreement.

40 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Avoidance of Conflict of Interest Certificate Form.

41 Local and Targeted Worker Hire Program

Developer shall comply with the provision required under the Local and Targeted Worker Hire Program in APPENDIX 4-3.

42 Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of

purposes, including determining whether the County will exercise a contract term extension option.

43 Developer Independence

The County Board of Supervisors has adopted a countywide policy, Board Policy No. 5.090, that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s). Neither Developer nor any subsidiary of or subcontractor to Developer shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Developer under this Agreement. As this prohibition applies to subcontractors of the Developer, Developer shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Developer or by any subsidiary of or subcontractor to Developer in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Developers are required to complete 00 04 98 Zero Tolerance Human Trafficking Policy Certification, certifying that they are in full compliance with the County's Commitment to Zero Tolerance Human Trafficking provision as defined in "Compliance with County's Zero Tolerance Human Trafficking" in the Agreement. Further, contractors are required to comply with the requirements under said provision for the term of any contract awarded pursuant to this solicitation.

45 Project Labor Agreement

Developer may be required to be a party to an applicable Community Workforce Agreement that binds the Developer and all subcontractors at every tier.

46 Proposals Submitted

Only one proposal from an individual, firm, partnership, corporation, or association may be submitted. Using the same or different names to submit additional

proposals is not acceptable, and such proposals will not be considered. If the County has reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated, the proposal may be rejected as nonresponsive and/or nonresponsible. If the County has reason to believe that collusion exists among the Proposers, the proposals will be rejected, and such Proposers and participants may be subject to debarment.

47 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

48 Contractors with Disallowed Cost

If Proposer's/Bidder's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer/Bidder must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000.00 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the contracting County department.

49 COVID-19 Vaccinations of County Contractor Personnel

Proposers are advised that it must comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) and the sample contract requirements prior to submitting a proposal to this solicitation. A completed Form 24 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

50 County No-Smoking Policy

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned on the Project Site, to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public.

APPENDIX 4-2

PREFERENCE PROGRAMS

1. Community Business Enterprise (CBE) Participation

- 1.1 The County has adopted a Community Business Enterprise (CBE) Program, available for review at Public Works, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal of 25 percent determined by total dollars awarded to CBE. All Developers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the Developer's good faith efforts to meet the CBE participation goal by reviewing the Developer's documentation. Suggested criteria include, but are not limited to, the following:
- a. Developer attended any preproposal meetings scheduled by the County to inform all Developers of the CBE program requirements for the project.
 - b. Developer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
 - c. Developer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
 - d. Developer provided written notice of his or her interest in proposing on the project to certified CBEs.
 - e. Developer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.

- f. Developer provided interested CBEs with information about the project and requirements for selected subconsultants.
 - g. Developer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Developer used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County Office of Small Business, and other outreach agencies.
 - h. Developer negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
 - i. Where applicable, the Developer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
 - j. Developer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
 - k. Developer commits to continued good faith effort in considering CBE participation throughout the term of the contract, if awarded the contract. County shall be notified of any future CBE participation.
 - l. Developer is a certified CBE.
1. 2 The Developer's CBE participation shall be reflected in the Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form -Form 1.
1. 3 Public Works will answer questions from Developers regarding CBE participation.
1. 4 The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Developer's ability to provide the best service and value to the County.

2. Local Small Business Enterprise (LSBE) Preference Program

In evaluating proposals, the County will give preference to businesses that are **certified by the County** as a Local Small Business Enterprise (L S B E), consistent with Chapter 2. 20 4 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise, 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and **3) certified** by the County of Los Angeles Department of Consumer and Business Affairs / Countywide Contract Compliance Section of the Internal Services Department as meeting the requirements set forth in 1 and 2 above. Certified Local Small Business Enterprises must request the L S B E Preference in their proposals and may not request the preference unless the **certification process has been completed and certification affirmed.** County must verify Local Small Business Enterprise certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local Small Business Enterprise.

The program provides for a 5 percent reduction from the price component of the proposal for County of Los Angeles certified LSBEs that are registered County vendors.

- a. For this solicitation, the preference to be granted to each LSBE is 5 percent of the price component of the proposal, up to the maximum of \$150,000.
- b. In all cases, the LSBE preference shall not exceed \$150,000 for any one solicitation.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

3. Social Enterprise (SE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.20 5 of the Los Angeles County Code. ASE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA) as a SE.

The County of Los Angeles Department of Consumer and Business Affairs (DCBA) shall certify that SE meets the criteria.

Certified SEs may only request the preference if the certification has been completed and certification is affirmed. Businesses must complete and submit 000438, Requestor Preference Program Consideration in and submit a letter of certification from the County of Los Angeles DCBA with their proposal.

Social Enterprise Preference: Fifteen percent of the lowest price proposed will be calculated and that amount will be deducted from the price submitted by all Proposers who requested and were granted the Social Enterprise Preference up to the maximum of \$150,000.

Further information on SEs also available on the County of Los Angeles DCBA's website at: <http://dcba.lacounty.gov>

4. Disabled Veteran Business Enterprise (DVBE) Preference Program

The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.11 of the Los Angeles County Code. ADVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the County of Los Angeles Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

The County of Los Angeles DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria.

Certified DVBEs may only request the preference if the certification process has been completed and certification is affirmed. Businesses must complete and submit 000438, Request for Preference Program Consideration and

submit a letter of certification from the County of Los Angeles D C B A with their proposal.

Disabled Veteran Business Enterprise Preference: Fifteen percent of the lowest price proposed will be calculated and that amount will be deducted from the price submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of \$150,000.

Information about the State's D V B E certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>

Information on the Department of Veteran Affairs S D V O S B certification regulations is found in the Code of Federal Regulations, 38 C F R 7 4 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

5. Total Maximum Preference

In no case shall any Preference be combined to exceed (15%) fifteen percent, up to the maximum of \$150,000, in response to this solicitation.

Americans with Disabilities Act (ADA) Information

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626)458 -7 337, from 7 : 30 a. m. to 5: 0 0 p. m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7 -1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference Business Relations and Contracts Division **[BRC-2]**.



APPENDIX 4-3
COUNTYWIDE LOCAL AND TARGETED WORKER HIRE PROGRAM - MANDATORY

PART 1 – GENERAL

1.01 SUMMARY

This Section 00 09 12 includes:

Part 1 – General

1.01 – Summary

1.02 – Definitions

1.03 – Local and Targeted Worker Hire Program (LTWHP)

Part 2 – Administration

2.01 – Administration & Compliance

2.02 – Jobs Coordinator Minimum Qualifications

2.03 – Responsibilities of the Jobs Coordinator

2.04 – Community Service Providers

Part 3 – Forms

3.01 – Form 00 09 12-A: LTWHP Craft Employee Request Form

3.02 – Form 00 09 12-B: LTWHP Workforce Utilization Plan

3.03 – Form 00 09 12-C: FPL List of Zip Codes

3.04 – Form 00 09 12-D: Local and Targeted Worker Hire Status Report

3.05 – Form 00 09 12-E: Approved Jobs Coordinators List

1.01 **MANDATORY HIRING GOALS FOR THIS PROJECT**

The County of Los Angeles has implemented a Local and Targeted Worker Hire Policy (LTWHP) to facilitate the hiring of Local and Targeted workers. Pursuant to this policy, this project has a **mandatory goal** of at least 30 percent of total California Construction Labor Hours worked be performed by a qualified Local Resident and at least 10 percent of total California Construction Labor Hours worked on this project shall be performed by County residents classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards both the mandatory 30 percent Local Hire and 10 percent Targeted Worker Hire goals.

Including, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. In addition, there shall be a **mandatory** requirement to use a Jobs Coordinator to be hired directly by the Contractor, prior to the start of work on the project. The Jobs Coordinator is an independent third-party individual, entity, or employee with whom the Contractor enters into a contract or employs to facilitate the implementation of the Local and Targeted Worker Hiring Requirements of this Agreement. The Jobs Coordinator may be selected

from the approved Jobs Coordinators list available as Form 00 09 12-E. If the Contractor utilizes an employee as a Jobs Coordinator, the Jobs Coordinator must be able to demonstrate or document to the County the minimum qualifications and/or experience to fulfill the duties and responsibilities as outlined in Sections 2.02 and 2.03.

1.02 DEFINITIONS

Terms used in the implementation of the LTWHP shall be defined as follows:

- A. **California Construction Labor Hours** – Includes all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.
- B. **Certified Payroll Reports** – The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California for the submission of Certified Payroll Reports (CPR). The Contractor and its subcontractors shall submit a copy of all CPR's to the County on a monthly basis, no later than on the first Monday of the subsequent month. Contractor and its subcontractors shall submit all CPR's to the County electronically if an online system is designated by the County.
- C. **Community Service Providers** – A network of public and private partners working to support workers and businesses by serving their employment and training needs. These providers include local one-stop job/career centers funded by the Federal Workforce Innovation and Opportunities Act (WIOA). These centers help businesses find skilled workers and connect customers to work related training and education; most services are available at no cost. Examples of Community Service Providers are listed in Section 2.04.
- D. **Craft Employee Request Form** – The form used by the Contractor and its subcontractors to request dispatch of craft workers (including, but not limited to, apprentices and journeymen), who are Local Residents or Targeted Workers, from a Community Service Provider or union hiring hall in the event that assistance in obtaining such workers is needed. The request form is submitted by the Contractor/subcontractors, completed and executed by the Community Service Provider or union hiring hall, and a copy retained by the Contractor for auditing purposes.
- E. **Jobs Coordinator** – An individual or firm that facilitates implementation of the Targeted Worker hiring requirements of the County of Los Angeles for the Contractor/subcontractors. The Jobs Coordinator must be able to demonstrate or document to the County the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in Section 2.02 and 2.03.
- F. **Local and Targeted Worker Hire Status Report** – A monthly report required to be submitted to the County as listed on Form 00 09 12-D.
- G. **Local Resident** – A Local Resident is defined as an individual whose primary place of residence is within the Tier 1 or Tier 2 ZIP Codes of the County, as listed in Forms 00 09 12-A and 00 09 12-C.

- H. **Workforce Utilization Plan** – Form 00 09 12-B submitted by the Contractor on behalf of itself and its subcontractors prior to commencing work, specifying a Workforce Utilization Plan, which contains the workforce plan and schedule for the hiring of qualified Local Residents and Targeted Workers, including the use of the subcontractors' workforce to meet the LTWHP hiring goal. The Contractor shall submit updates of the Workforce Utilization Plan to reflect changes in project conditions, schedules, or subcontractors.
- I. **Targeted Worker** - A Targeted Worker is an individual who is a County resident and faces at least one or more of the following barriers to employment:
1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
 2. No high school diploma or GED;
 3. A history of involvement with the criminal justice system;
 4. Protracted unemployment (receiving unemployment benefits for at least 6 months);
 5. Is a current recipient of government cash or food assistance benefits;
 6. Is homeless or has been homeless within the last year;
 7. Is a custodial single parent;
 8. Is a former foster youth; or
 9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
 10. Eligible Migrant and seasonal farmworkers
 11. English Language Learners
 12. Older Individuals (55+)
 13. Disabled
 14. Individuals with Low levels of Literacy
- J. **Tier 1 Zip Codes** – Tier 1 ZIP Codes are those Zip codes listed in Form 00 09 12-A.
- K. **Tier 2 Zip Codes** – Tier 2 ZIP Codes are those Zip codes listed in Form 00 09 12-C.

1.03 LOCAL AND TARGETED WORKER HIRE PROGRAM

- A. The Contractor and its subcontractors shall meet the following minimum mandatory Local Resident and Target Worker hiring requirements:
1. At least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident;
 2. And at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked

by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal.

3. A minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and the Contractor will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers.
 4. In addition, there shall be a mandatory requirement to use a Jobs Coordinator, as that term is defined in Section 1.02, to facilitate implementation of the Targeted hiring requirements of this Policy; and the Contractor shall ensure the mandatory hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.
- B. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes (listed under Form 00 09 12-A), must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).
- C. All California Construction Labor Hours shall be included in the calculation for the percentage requirements set forth in Section 1.03 A.
- D. The Contractor and its subcontractors shall not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

PART 2 – ADMINISTRATION

2.01 ADMINISTRATION & COMPLIANCE

- A. Prior to start of work on the project, the Contractor shall perform the following:
1. The Contractor shall hire a Jobs Coordinator for the project in accordance with Section 2.02.
 2. The Contractor and all subcontractors of every tier shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 1.01 of this Specification.
- B. The Contractor and its subcontractors shall use the Craft Employee Request Form (Form 00 09 12-A) for all requests for dispatch of qualified Local Residents and Targeted craft workers (including apprentices and journeymen) in the event that assistance in obtaining such workers is needed from a Community Service Provider, union hiring hall, or other source.
- C. When requested, the County may require the Contractor, on behalf of itself and its subcontractors, shall submit a Workforce Utilization Plan (Form 00 09 12-B) to the County Project Manager that contains the workforce hiring plan and schedule for the hiring of qualified Local and Targeted Workers and the assignment and use of the subcontractors' workforce to meet the Local Worker Hiring requirement. The Contractor, thereafter, shall submit updates for approval until substantial compliance is achieved.
- D. No later than the 15th calendar day of each month, the Contractor shall submit to the designated County representative a completed Local and Targeted Hire Status

Report containing the relevant information for the preceding month. The Local and Targeted Hire Status Report shall contain, at a minimum, the information specified below for Contractor and its subcontractors:

1. For each California Project Craft Worker (apprentices and journeymen): (a) the total labor hours, total number of all workers (apprentices and journeymen), hours worked on the project; and (b) the wages earned on the project.
 2. Total number of Local Residents (apprentices and journeymen), hours worked (apprentices and journeymen), segregated by Tier 1 and Tier 2 Residency Preference Areas, and wages earned by each Local Resident.
 3. Total number of Targeted Worker hours worked (apprentices and journeymen by Tier 1 and Tier 2 Residency Preference Areas) and Targeted worker data and workers demographic profile.
 4. Total number of hours worked by Local Residents by subcontractor.
- E. No later than the 15th calendar day of each month, the Contractor and all its subcontractors shall submit the Local and Targeted Hire Status Report to the designated County representative (or submit the data online if the County elects to provide an online system), to demonstrate progress in meeting the Workforce Utilization Plan. Failure to submit the Local and Targeted Worker Hire Status Report to the designated County representative shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Mandatory Compliance Withholding (MMCW) amount.
- F. The County may, in its sole discretion, elect to provide an online system for the Contractor and all of its subcontractors to input the data required in the Local and Targeted Worker Hire Status Report. If the County so elects, the Contractor and subcontractors shall utilize that online system in lieu of completing and submitting the Local and Targeted Worker Hire Status Report.
- G. The Contractor and its subcontractors shall first meet the Local and Targeted Worker Hire participation requirement by employing qualified workers from the Tier 1 Preference Area. If the Contractor is unable to meet their entire Local and Targeted Worker Hire need from this area, it must submit to the Project Manager a statement certifying that it has exhausted all available qualified Local and Targeted Workers from this area during a 48-hour period before pursuing workforce from the Tier 2 Preference Area.
- H. The Contractor's compliance will be evaluated monthly using the Local and Targeted Hire Status Report.
- I. To enforce compliance on contracts containing mandatory hiring goals, an amount will be withheld from the monthly progress payment to the Contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but not to exceed \$500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is

called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule = MMCW for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule = MMCW for Targeted Workers

- J. If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the Contractor nonetheless may be deemed to be in compliance if the Contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the Contractor and each of its subcontractors have satisfactorily demonstrated the following:

Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the Contractors or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

- K. At the conclusion of the project, the County will conduct a final evaluation of the Contractor's compliance and execute a final release of funds, if applicable, as described in Section 2.01.I. The Contractor's failure to meet the Local and Targeted Worker Hiring Requirement in Section 1.01 by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Contractor in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.
- L. The County and Contractor specifically agree that the MMCW amount, minus the total value of previous releases, in direct proportion to the actual Local and Targeted hire participation levels achieved by the Contractor consistent with the Workforce Utilization Plan, shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Contractor's inability to achieve the Local and Targeted Worker Hiring Requirement in Section 1.01.
- M. For construction contracts where the work is performed for a private County Lessee, the Lessee shall be responsible for administration of all aspects of this Section 2.01, including the calculation and collection of the Local Hire Participation Compliance Rectification Amount. At the conclusion of the project, the Lessee shall pay over the designated County representative any such amounts collected and shall provide a full report to the designated County Representative of all monthly information required to be collected in this Section 2.01.

2.02 JOBS COORDINATOR MINIMUM QUALIFICATIONS

- A. If the Jobs Coordinator is selected from the approved list provided on Form 00 09 12-E, that Jobs Coordinator shall be deemed to meet the minimum qualifications. No additional qualification information need be provided.
- B. If the Contractor desires to utilize a Jobs Coordinator not listed on Form 00 09 12-E (*i.e.*, a Contractor employee or other non-listed firm), the Contractor must be able to demonstrate that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02. When requested by the County, the Contractor shall provide documentation sufficient to satisfy the County, in the County's sole discretion, that the selected Jobs Coordinator meets the minimum qualifications listed in this Section 2.02.
- C. A minimum of 3 years' experience as providing Jobs Coordinator services. Successful candidates for Jobs Coordinators must be able to demonstrate the in-depth ability, experience, and possess the necessary staff capable of providing required services.
- D. A successful Jobs Coordinator must demonstrate they possess working relationships with the Building Trades, Targeted Workers and signatory craft councils and unions operating within County of Los Angeles' jurisdiction by describing previous interactions, relationships, and partnerships with these party's/groups.
- E. A successful Jobs Coordinator must be able to demonstrate that it has experience on projects similar in scale to the current project.
- F. A successful Jobs Coordinator must demonstrate that they possess experience with Targeted Worker populations.
- G. A successful Jobs Coordinator must have experience in working with work-source centers, faith-based organizations and other Community Based Organizations (CBOs).
- H. A successful Jobs Coordinator must be familiar with incentive programs and tax credit subsidies provided by the State and Federal government to hire workers that fit the corresponding category. Jobs Coordinator to describe their experience in working with these programs

2.03 RESPONSIBILITIES OF THE JOBS COORDINATOR

The Contractor shall ensure that the selected Jobs Coordinator effectively performs the following duties:

- A. The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).

- B. The Jobs Coordinator shall coordinate services for Contractor to use in the recruitment of Targeted Workers.
- C. The Jobs Coordinator shall educate and assist Contractor on incentives provided by state or federal programs for on-the-job training and employer tax credits.
- D. The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.
- E. The Jobs Coordinator shall screen and certify the Targeted Workers status.
- F. The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed Targeted workers and apprentices.
- G. The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified Local and/or Targeted Workers.
- H. The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.
- I. The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral.
- J. The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.
- K. The Jobs Coordinator shall assist the subcontractors with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.
- L. The Jobs Coordinator shall work closely with County staff, the Building Trades, and subcontractors in achieving the Targeted hiring goals.

2.04 COMMUNITY SERVICE PROVIDERS

Examples of Community Service Providers that may be used by Contractor and subcontractors to identify Local Residents and Targeted Workers include:

- Los Angeles County Workforce Development, Aging, and Community Services: <http://wdacs.lacounty.gov/>
- LA Jobs: <https://www.jobsla.org/vosnet/Default.aspx>
- Cal Jobs: <http://www.caljobs.ca.gov/vosnet/Default.aspx>
- Helmets to Hardhats: <https://www.helmetstohardhats.org>

- America's Job Center of California: <http://www.americasjobcenter.ca.gov/>

PART 3 – FORMS

Form 00 09 12-A: LTWHP Craft Employee Request Form

Form 00 09 12-B: LTWHP Workforce Utilization Plan

Form 00 09 12-C: FPL List of Zip Codes

Form 00 09 12-D: Local and Targeted Worker Hire Status Report

Form 00 09 12-E: Approved Jobs Coordinators List



DISPATCH REQUESTOR: _____
(Contractor and Subcontractor Name)

DATE: _____

LOCAL AND TARGETED WORKER HIRING PROGRAM
00 09 12-A CRAFT EMPLOYEE REQUEST FORM - MANDATORY
PROJECT DEVELOPER TO LEASE SITE AND DESIGN, BUILD, OWN AND OPERATE AN ANAEROBIC DIGESTION FACILITY AT THE CALABASAS LANDFILL

County of Los Angeles requires that at least 30 percent of total California Construction Labor Hours worked on the project must be performed by a qualified Local Resident. Additionally, at least 10 percent of total California Construction Labor Hours worked on the project shall be performed by a Targeted Worker. The hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hiring goal. The available pool of Local Residents whose primary place of residence is within Tier 1 ZIP Codes, listed below, must first be exhausted in the manner specified in Section 2.01G before employing worker(s) from Tier 2 ZIP Codes (listed under Form 00 09 12-C).

EMAIL FORM TO:

Community Organization Name: _____ Tel: _____ Email: _____
Local Union Name: _____ Tel: _____ Email: _____
GC or Sub Compliance Office: Name: _____ Tel: _____ Email: _____
LTWHP/Jobs Coordinator Name: _____ Tel: _____ Email: _____
Project Manager Name: _____ Tel: _____ Email: _____

TIER 1 RESIDENCY AREA ZIP CODES: Local and Targeted Workers in these zip codes shall be first dispatched to PROJECT DEVELOPER TO LEASE SITE AND DESIGN, BUILD, OWN AND OPERATE AN ANAEROBIC DIGESTION FACILITY AT THE CALABASAS LANDFILL.

X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

TIER 2 RESIDENCY AREA ZIP CODES: Local and Targeted Workers from these zip codes shall be referred for project work after all available qualified workers in the Tier 1 Residency Preference area have been exhausted to PROJECT DEVELOPER TO LEASE SITE AND DESIGN, BUILD, OWN AND OPERATE AN ANAEROBIC DIGESTION FACILITY AT THE CALABASAS LANDFILL. See Form 00 09 12-C.

CRAFT WORKER REQUEST:

QTY#	CRAFT POSITION	JOURNEYMAN OR APPRENTICE LEVEL	LOCAL and TARGETED WORKER (TIER 1 RESIDENCY AREA REQUIRED)	LOCAL and TARGETED WORKER (TIER 2 RESIDENCY AREA)	TARGETED WORKER	DATE	TIME

Please have the worker(s) report to the following project site address indicated below:

Project Name _____
Site Address: _____ Report to: _____
On-site Tel #: _____ On-site Fax: _____
Comment or special instructions: _____

Completed by Community Service Provider Organization or Union

Received By: _____ Date Received: _____ Dispatch Date: _____

Requested Dispatch Available for Dispatch Unavailable for Dispatch

Tier 1 Residency Worker *See instruction below.
Tier 2 Residency Worker Qualified Targeted Worker

*Attach letter stating reason for not dispatching local and targeted worker(s) who reside in the Tier 1 and Tier 2 Area zip codes.

Print Dispatcher Name: _____ Phone: _____

Contractor: All Contractors

Workforce Utilization Plan / Projection Hours

Project Name: Project Developer to Lease Site and Design, Build, Own and Operate an Anaerobic Digestion Facility at the Calabasas Landfill **Date:** _____

Project Duration: 0 Calendar Days

	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Total
PROJECTED PROJECT HOURS														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%)														
ACTUAL PROJECT HOURS														
Total Hours (WH)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Hours (Tier 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Targeted Worker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-Local Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local Hours (%) - To Date														

WH = Workforce Hours

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES**

Tier 1, 2 and Qualifying Zip Codes are defined as:

Tier 1 Zip Code: A Tier 1 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a Qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as a Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hiring.

Tier 2 Zip Code: A Tier 2 Qualified Local Resident is defined as a County resident whose primary residency is: (1) within a Qualifying Zip code; and (2) that Qualifying Zip Code is beyond five (5) miles of the proposed project site.

Qualifying Zip Code: A Qualifying Zip Code is defined as a zip code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90001	Florence / South Central (City of LA)		X		X	
90002	Watts (City of LA)		X		X	
90003	South Central (City of LA)		X			
90004	Hancock Park (City of LA)	X	X	X		
90005	Koreatown (City of LA)		X			
90006	Pico Heights (City of LA)	X	X			
90007	South Central (City of LA)	X	X			
90008	Baldwin Hills / Crenshaw (City of LA) / Leimert Park (City of LA)		X			
90010	Wilshire Blvd (City of LA)		X			
90011	South Central (City of LA)	X	X			
90012	Civic Center (City of LA) / Chinatown (City of LA)	X				
90014	Los Angeles	X				
90015	Downtown Los Angeles (City of LA)	X	X			
90016	West Adams (City of LA)		X			
90017	Los Angeles	X				
90018	Jefferson Park (City of LA)		X			
90019	Country Club Park (City of LA) / Mid City (City of LA)		X			
90020	Hancock Park (City of LA)		X			
90021	Downtown Los Angeles (City of LA)	X				
90022	East Los Angeles	X			X	
90023	East Los Angeles (City of LA)	X			X	
90026	Echo Park / Silverlake (City of LA)	X				
90028	Hollywood (City of LA)			X		X
90029	Downtown Los Angeles (City of LA)	X		X		
90031	Montecito Heights (City of LA)	X				
90032	El Sereno (City of LA) / Monterey Hills (City of LA)	X				
90033	Boyle Heights (City of LA)	X				
90034	Palms (City of LA)		X	X		
90035	West Fairfax (City of LA)		X	X		
90036	Park La Brea (City of LA)		X	X		
90037	South Central (City of LA)		X			
90038	Hollywood (City of LA)			X		
90040	Commerce, City of	X			X	
90042	Highland Park (City of LA)	X				
90043	Hyde Park (City of LA) / View Park / Windsor Hills		X			

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES**

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
90044	Athens		X			
90047	South Central (City of LA)		X			
90057	Westlake (City of LA)	X				
90058	Vernon	X	X		X	
90059	Watts (City of LA) / Willowbrook		X		X	
90061	South Central (City of LA)		X			
90062	South Central (City of LA)		X			
90063	City Terrace	X				
90089	Exposition Park(City of LA)		X			
90201	Bell / Bell Gardens / Cudahy				X	
90220	Compton / Rancho Dominguez		X			
90221	East Rancho Dominguez		X		X	
90222	Compton / Rosewood / Willowbrook		X		X	
90242	Downey				X	
90247	Gardena		X			
90250	Hawthorne (Holly Park) / Lawndale (Federal Bldg)		X			
90255	Huntington Park / Walnut Park		X		X	
90262	Lynwood				X	
90270	Maywood				X	
90280	South Gate		X		X	
90301	Inglewood		X			
90302	Inglewood		X			
90303	Inglewood		X			
90304	Lennox		X			
90401	Santa Monica			X		
90501	Torrance		X		X	
90601	Whittier	X			X	
90602	Whittier	X			X	
90640	Montebello	X			X	
90706	Bellflower				X	
90716	Hawaiian Gardens				X	
90723	Paramount				X	
90731	San Pedro (City of LA) / Terminal Island (City of LA)				X	
90744	Wilmington (City of LA)		X		X	
90802	Long Beach				X	
90804	Long Beach				X	
90805	North Long Beach (Long Beach)		X		X	
90806	Long Beach				X	
90810	Carson / Long Beach		X		X	
90813	Long Beach				X	
91001	Altadena					X
91046	City of Glendale					X
91103	Pasadena					X
91201	Glendale					X
91203	Glendale					X
91204	Glendale (Tropico)					X
91205	Glendale (Tropico)					X
91303	Canoga Park (City of LA)			X		
91331	Arleta (City of LA) / Pacoima (City of LA)			X		X
91335	Reseda (City of LA)			X		
91340	San Fernando			X		
91342	Lake View Terrace (City of LA) / Sylmar (City of LA)			X		X
91343	North Hills (City of LA)			X		
91352	Sun Valley (City of LA)			X		X
91401	Van Nuys (City of LA)			X		
91402	Panorama City (City of LA)			X		
91405	Van Nuys (City of LA)			X		

**COUNTY OF LOS ANGELES
LOCAL AND TARGETED WORKER HIRE POLICY
QUALIFYING ZIP CODES**

Zip Code	Region	SD1	SD2	SD3	SD4	SD5
91406	Van Nuys (City of LA)			X		
91411	Van Nuys (City of LA)			X		
91502	Burbank					X
91601	North Hollywood (City of LA)					X
91605	North Hollywood			X		X
91606	North Hollywood			X		X
91702	Angeles National Forest	X				X
91706	Baldwin Park / Irwindale	X				X
91731	El Monte	X				
91732	El Monte	X				
91733	South El Monte	X				
91744	Cityof Industry / La Puente / Valinda	X				
91746	Bassett / City of Industry / La Puente	X				
91754	Monterey Park	X				
91755	Monterey Park	X				
91766	Phillips Ranch / Pomoona / Chino	X				
91767	Pomona	X				X
91768	Pomona	X				



**LOCAL AND TARGETED WORKER HIRING STATUS REPORT
LOS ANGELES COUNTY**

Report Date: 12/24/2021
Date Range: 1/1/2000 – 12/20/2021

Project: PROJECT NAME
Supervisory District: SD XXX
Project Code: XXX
Contractor(s): Multiple Contractors
Craft(s): Multiple Crafts

Total Forecast Hours: 0
Total Project Hours to Date: 16,593.06
Total Hours Percent Complete: 0.00%
Construction Contract Amount: \$2,907,500.00
Mandatory Local Hiring Requirement: 30.00%

Area	Total Number of Workers Jan 01-Dec 20	% of Total Workers Jan 01-Dec 20	Total Hours Worked Jan 01-Dec 20	% of Total Hours Worked Jan 01-Dec 20	Cumulative Total Number of Workers	Cumulative % of Total Workers	Cumulative Total Hours Worked	Cumulative % of Total Hours Worked	Cumulative Wages w/ Benefits	Cumulative Number of Foremen	Cumulative Foremen Hours	Cumulative Foreman Hours %	Cumulative Number of Journeymen	Cumulative Journeyman Hours	Cumulative Journeyman Hours %	Cumulative Number of Apprentices	Cumulative Apprentice Hours	Cumulative Apprentice Hours %
Tier 1 Zip List	30	17.05%	2,009.50	12.11%	30	17.05%	2,009.50	12.11%	\$85,423.57	0	0.00	0.00%	26	1,611.50	9.71%	4	398.00	2.40%
Tier 2 <200% FPL List	63	35.80%	4,943.25	29.79%	63	35.80%	4,943.25	29.79%	\$272,360.37	0	0.00	0.00%	49	4,180.00	25.19%	15	763.25	4.60%
Other in LA County (non-local)	40	22.73%	3,756.56	22.64%	40	22.73%	3,756.56	22.64%	\$189,691.94	0	0.00	0.00%	32	2,480.06	14.95%	8	1,276.50	7.69%
Outside of LA County	43	24.43%	5,883.75	35.46%	43	24.43%	5,883.75	35.46%	\$289,007.16	0	0.00	0.00%	36	5,651.75	34.06%	7	232.00	1.40%
Employees Not In Specified Zip Lists	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Local Workers																		
Local Worker (Primary + Secondary)	93	52.84%	6,952.75	41.90%	93	52.84%	6,952.75	41.90%	\$357,783.94	0	0.00	0.00%	75	5,791.50	34.90%	19	1,161.25	7.00%
Targeted Worker	21	11.93%	3,857.81	23.25%	21	11.93%	3,857.81	23.25%	\$241,830.69	0	0.00	0.00%	18	3,689.06	22.23%	3	168.75	1.02%
Demographic Profile																		
African American	4	2.27%	399.81	2.41%	4	2.27%	399.81	2.41%	\$12,887.50	0	0.00	0.00%	3	283.81	1.71%	1	116.00	0.70%
Asian	23	13.07%	2,514.00	15.15%	23	13.07%	2,514.00	15.15%	\$163,125.45	0	0.00	0.00%	22	2,490.00	15.01%	1	24.00	0.14%
Caucasian	13	7.39%	300.00	1.81%	13	7.39%	300.00	1.81%	\$16,995.38	0	0.00	0.00%	12	271.00	1.63%	1	29.00	0.17%
Hispanic	107	60.80%	7,031.75	42.38%	107	60.80%	7,031.75	42.38%	\$368,754.17	0	0.00	0.00%	83	5,649.00	34.04%	25	1,382.75	8.33%
Native American	1	0.57%	25.50	0.15%	1	0.57%	25.50	0.15%	\$1,691.16	0	0.00	0.00%	1	25.50	0.15%	0	0.00	0.00%
Not Specified	28	15.91%	6,322.00	38.10%	28	15.91%	6,322.00	38.10%	\$273,029.37	0	0.00	0.00%	22	5,204.00	31.36%	6	1,118.00	6.74%
Other	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%	\$0.00	0	0.00	0.00%	0	0.00	0.00%	0	0.00	0.00%
Gender																		
Male	173	98.30%	16,134.56	97.24%	173	98.30%	16,134.56	97.24%	\$805,196.51	0	0.00	0.00%	141	13,560.81	81.73%	33	2,573.75	15.51%
Female	3	1.70%	458.50	2.76%	3	1.70%	458.50	2.76%	\$31,286.52	0	0.00	0.00%	2	362.50	2.18%	1	96.00	0.58%
Special Status																		
Veteran	1	0.57%	72.00	0.43%	1	0.57%	72.00	0.43%	\$3,355.20	0	0.00	0.00%	1	72.00	0.43%	0	0.00	0.00%
Total Employees	176		16,593.06		176		16,593.06		\$836,483.03	0	0.00		143	13,923.31		34	2,669.75	

JOB COORDINATOR PANEL

as of May 2022

<p>Casamar Group, LLC Joe Garcia 23335 Alamos Lane Newhall, CA 91321 TEL: 661.254-2373 Fax: 661.253.0549 jgarcia@casamargroup.com</p>	<p>Del Richardson & Associates, Inc. Del Richardson 510 S. La Brea Avenue Inglewood, CA 90301 TEL: 310.645.3729 ext. 229 FAX: 310.645.3355 Del.Richardson@drainc.com</p>
<p>Harris & Associates John W. Harris 865 S. Figueroa Street Los Angeles, CA 90017 TEL: 213.489.9833 FAX: 626.316.7103 john@jwharrislaw.com</p>	<p>Managed Career Solutions, Inc. Philip Starr 3333 Wilshire Blvd., Suite 405 Los Angeles, CA 90010 TEL: 213.355.5312 FAX: 213.381.5053 pstarr@mcscareergroup.com</p>
<p>Mindful Integration of Construction Services Theodora Oyie P.O. Box 180156 Los Angeles, CA 90018 TEL: 323. 241.7787 toyie@mindfulintegrationservices.com</p>	<p>Modern Times, Inc. Joseph Hernandez 1892 E. Altadena Drive Altadena, CA 91001 TEL: 213.810.6105 FAX: 626.316.7103 joe@moderntimesinc.com</p>
<p>Onesimus, Inc Michael Richardson 129 E. 136th Street Los Angeles, CA 90061 TEL: 310.701.0359 profitableanduseful@gmail.com</p>	<p>Pacific Resources Services Corporation Ben Ocasio 11421 Lambert Ave. El Monte, CA 91732 TEL: 626.800.4006 FAX: 626.800.4140 bocasio@pacificresourceservices.com</p>
<p>Padilla & Associates, Inc. Patricia Padilla 211 East City Place Drive Santa Ana, CA 92705 TEL: 714.225.0116 ppadilla@padillainc.com</p>	<p>PDA Consulting, Inc. Pamela Penn 8901 S. La Cienega Blvd. Suite 201 Inglewood, CA 90301 TEL: 310.910.0940 pamela.penn@pdaconsultinggroup.com</p>
<p>Playa Vista Job Opportunities and Business Services Mary Taylor 4112 S. Main Street Los Angeles, CA 90037 TEL: 323.432.3955 FAX: 323.432.3995 mtaylor@pvjobs.org</p>	<p>TransCal Services, LLC Jeffery Henderson 6109 S. Western Ave., Suite 308 Los Angeles, CA 90047 TEL: 323.305.6470 FAX: 323.305.6471 jhenderson@transcalservices.com</p>
<p>TSG Enterprises, Inc. dba The Solis Group Elizabeth Solis 131 N. El Molino Ave., Suite 100 Pasadena, CA 91101 TEL: 626.685.6989 FAX: 626.685.6985 elizabeths@thesolisgroup.com</p>	<p>Power2Workers Christiana Faulkner 5505 S. Vermont Ave. Los Angeles, CA 90037 TEL: 323.920.6674 christiana@power2workers.org</p>



Metro

APPENDIX 5
REQUIRED FORMS, CERTIFICATIONS, AUTHORIZATIONS

**FORM 1
COMMUNITY BUSINESS ENTERPRISES (CBE) PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in CBE participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal and as specified in Article 19, Additional Requirements, of Section 00 07 00, General Conditions, of the Project Manual.

LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE PROPOSAL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FORM 2
REQUEST FOR COUNTY PROGRAM PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.* If no certifications apply: complete the firm information, signature, and date at the bottom of the page but do not check a box.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the County of Los Angeles DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the County of Los Angeles DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the County of Los Angeles DCBA.

***IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

County of Los Angeles DCBA certification is attached.

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race, ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm: Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed:

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Male	%	%	%	%	%	%
Female	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran-owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

**FORM 3
NONCOLLUSION AFFIDAVIT**

State of California

ss.

County of _____

_____, being first duly sworn, deposes and says that he or she is of _____ the party making the foregoing Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to cause anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract for anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].”

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Name of Proposer (Design-Builder's Name)

Date

FORM 4
GREATER AVENUES FOR INDEPENDENCE/GENERAL RELIEF OPPORTUNITY FOR WORK
(GAIN/GROW) PARTICIPATION AFFIDAVIT

As a threshold for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualification for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV.

Proposer shall complete all of the following information and sign at the indicated location.

- A. Proposer has a proven record of hiring GAIN/GROW participants (subject to verification by the County).

_____ YES _____ NO

- B. Proposer attests to its willingness to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participants meet the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and phone number of the person whom the County may contact to refer GAIN/GROW participants.

Name

() _____
Phone Number

Email Address

C. Proposer attests to its willingness to provide employer GAIN/GROW participants access to its employee mentoring program, if available.

_____ YES

_____ NO

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Name of Proposer (Design-Builder's Name)

Date _____

FORM 5
3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____	Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____
Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____	Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____
Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____	Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____
Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____	Contract Type/Description _____ Contract Number _____ Type of Work _____ Department _____ Contract Amount _____ Address _____ \$ _____ COUNTY Contact Name/Phone _____ / _____ Date of Contract _____ IF CONSTRUCTION Architect Name/Phone _____ / _____ Type of Facility _____

Department _____ Contract Amount _____
Address _____ \$ _____
COUNTY Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address _____ \$ _____
COUNTY Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address _____ \$ _____
COUNTY Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Department _____ Contract Amount _____
Address _____ \$ _____
COUNTY Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address _____ \$ _____
COUNTY Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

Contract Type/Description _____ Contract Number _____
Type of Work _____
Department _____ Contract Amount _____
Address _____ \$ _____
COUNTY Contact Name/Phone _____ / _____ Date of Contract _____
IF CONSTRUCTION
Architect Name/Phone _____ / _____ _____
Type of Facility _____

**FORM 6
CIVIL LITIGATION HISTORY**

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____

(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

**FORM 7
FALSE CLAIMS**

Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

“False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of
Proposal)

(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal, Proposer shall provide on the following page labeled “False Claim Act Violations Information:” (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the COUNTY should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation: _____

(2) Identity of tribunal or court and the case name or number, if any: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

**FORM 8
CRIMINAL CONVICTIONS**

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the five (5) years preceding the date this Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number:

(3) Identity of the law violated:

(4) Identity of the prosecuting agency:

(5) Contract or project involved: _____

(6) Punishment imposed:

(7) Exculpatory information:

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

**FORM 9
DEBARMENTS**

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

For the ten (10) years preceding the date this Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the Agency should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

(2) Project name or contract involved: _____

(3) Debarring agency: _____

(4) Stated reason for debarment: _____

(5) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

FORM 10
LABOR LAW/PAYROLL VIOLATIONS

Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible.**

“Labor law/payroll violation” means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Proposer submitting this Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Proposal, or (2) by the qualifying person licensed by the Contractors’ State License Board to perform the work described in the Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Proposer submitting this Proposal. Provide on the following page labeled “Labor Law/Payroll Violations Information:” (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the Agency should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Proposal)

(Proposer name as shown on Proposal)

nor _____
(name of responsible managing person licensed by Contractors’ State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

(1) Date of violation determination: _____

(2) Case number: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Description of the violation (attach disposition letter): _____

(6) Amount of any civil wage and penalty assessment: _____

(7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Proposal)

**FORM 11
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The COUNTY's solicitation for this contract/purchase order (Request for Proposal) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either: 1) request an exception from the Program requirements; or 2) certify compliance. Upon review of the submitted form, the COUNTY department will determine, in its sole discretion, whether the proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or II, please sign and date this form below.

Part I: Jury Service Program is not Applicable to my Business

- My business does not meet the definition of “contractor,” as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the COUNTY exceed an aggregate sum of \$50,000 in any 12-month period.**

- My business is a small business as defined in the Program. It: 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

“Dominant in its field of operation” means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

- ❑ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

As the authorized representative of the Proposer, I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Name of Proposer (Design-Builder Name)	
Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

FORM 12
DESIGN-BUILDER'S INDUSTRIAL SAFETY RECORD

This information must include all construction work undertaken in the State of California by the Proposer and any partnership, joint venture, or corporation that any principal of the Proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Proposer. The Proposer may attach any additional information or explanation of data which Proposer would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

5-Calendar Years Prior to Current Year

	2016	2017	2018	2019	2020	TOTAL	CURRENT YEAR
1. No. of Contracts							
2. Total dollar amount of contracts (in thousands of dollars)							
*3. No. of fatalities							
*4. No. of lost workdays due to injuries							
*5. No. of days of restricted work activity due to injuries							
*6. Injuries without lost workdays							

*The information required for these items is the same as required for columns 1, 4, 5, and 6, Log and Summary of Occupational Injuries and Illnesses, CAL/OSHA Form 200.

The above information shall be based on the most current and accurate information and records available to Proposer at time of Proposal submittal.

As Proposer's authorized representative, I declare under penalty of perjury under the laws of the State of California that the information provided in this form is true and accurate to the best of my knowledge.

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Name of Proposer (Design-Builder Name)

Contractor's State License No. & Classification

FORM 13
INJURY AND ILLNESS PREVENTION PLAN (IIPP)
AND CODE OF SAFE PRACTICES (CSP) AFFIDAVIT

Proposer is required to certify that it has and will adhere to an Injury and Illness Prevention Plan (IIPP) and a Code of Safety Practices (CSP) which comply with Cal/OSHA Regulations, and that all Subcontractors supplying employees to the jobsite will be required to prove to the Proposer that they have and will adhere to an IIPP and a CSP which comply with Cal/OSHA Regulations and that their jobsite employees have been trained on IIPP and CSP.

Proposer hereby certifies that:

1. It has and will adhere to an IIPP and a CSP which comply with Cal/OSHA Regulations.
2. Its employees who will be assigned to the jobsite have been trained on the IIPP and CSP.
3. All Subcontractors supplying employees to the jobsite will be required to prove to the Design-Builder that they have and will adhere to an IIPP and a CSP which comply with Cal/OSHA Regulations and their jobsite employees have been trained on the IIPP and CSP.

As the authorized representative of the Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____
(month and year)

at _____.
(city and state)

Name of Proposer (Design-Builder's Name)

Name of Proposer's Authorized Representative

Signature of Proposer's Authorized Representative

Title
of Proposer's Authorized Representative

Failure to submit this affidavit at the time of Proposal submittal may result in a determination that the successful Proposer is nonresponsive and/or nonresponsible.

FORM 14
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in your Proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the COUNTY(ies) of registration:

Name	COUNTY of Registration	Year Became DBA
------	------------------------	-----------------

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

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

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm: _____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
------	---------------------

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

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

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Proposal are made, the Proposer may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final:

Proposer's Name

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

Email address

**FORM 15
CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____	Services:	

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reasons:

As the Proposer's authorized representative, I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Executed this _____ day of _____ at _____

Name of Proposer's Authorized Representative:	Signature of Proposer's Authorized Representative:
Title of Proposer's Authorized Representative:	
Signature of Proposer's Authorized Representative:	Date:

Date: _____

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax

Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

FORM 16
AVOIDANCE OF CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

FORM 17
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____ Date: _____

**FORM 18
PROPOSER'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Official Title (please print)

**FORM 19
ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**FORM 20
COMPLIANCE WITH FAIR CHANCE EMPLOYMENT
HIRING PRACTICES CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Proposer/Contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**FORM 21
ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**FORM 22
DISALLOWED COST ATTESTATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER ATTESTATION

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Proposer acknowledges and certifies compliance with the above paragraph.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**FORM 23
PROPOSAL BOND
PROJECT DEVELOPER TO LEASE SITE AND DESIGN, BUILD,
OWN AND OPERATE AN ANAEROBIC DIGESTION FACILITY
AT THE CALABASAS LANDFILL**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

(Proposer and Address)

as Principal and _____

(Surety and Address)

as Surety, are held and firmly bound unto the County of Los Angeles, hereinafter called the COUNTY, in the penal sum of ten thousand dollars (\$10,000.00), submitted by said Principal to the COUNTY, for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation of such that:

WHEREAS, the Principal intends to submit a Proposal to the COUNTY, in response to the above cited Request for Proposals and such Proposal is to be submitted to the COUNTY on _____
_____ for the design, construction, ownership and operation of an Anaerobic Digestion project at the Calabasas Landfill.

Now, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the Request for Proposals, after prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the Request for Proposals and the Proposer's Proposal, and files a bond or bonds with the COUNTY, to guarantee faithful performance and to guarantee payment for labor and materials, as required by the law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The submission of this Proposal Bond by the Principal is made in compliance with and acceptance of the requirements set forth in the Request for Proposal.

In the event suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all costs incurred by the COUNTY in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20_____.

(SEAL)

Principal

(SEAL)

Signature and Title

Surety

Signature and Title

FORM 24
COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
URGENCY ORDINANCE, COUNTY CODE TITLE 2 – ADMINISTRATION, DIVISION 4 –
MISCELLANEOUS – CHAPTER 2.212 (COVID-19 VACCINATIONS OF COUNTY
CONTRACTOR PERSONNEL)

I, _____, on behalf of
_____, (the "Contractor"), certify that on County Contract
_____ [ENTER CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

_____ I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

APPENDIX 6
PRICING PROPOSAL FORMS

FORM 6-1

ESTIMATED PROJECT DEVELOPMENT COST

1

Estimated Project Development Cost

The Estimated Project Development Cost, expressed in 20XX dollars, is as follows:

Component	Cost
Permitting	
Design	
Construction	
a) Site Improvements, Foundations, Buildings	
b) Pre-Processing Equipment	
c) Processing Equipment	
d) Product Handling Equipment	
e) Residue Handling Equipment	
f) Odor Control Equipment	
g) Other	
Total Estimated Cost	

PRICING PROPOSAL FORM 6-2

ESTIMATED OPERATING & MAINTENANCE COSTS

Estimated Annual O&M Cost for Project

The following presents the Estimated Annual O&M Costs, expressed in 20XX dollars:

<u>Cost Component</u>	<u>Annual Cost</u>
Labor	
Utilities	
Chemicals	
Fuel	
Supplies	
Laboratory & Other Contract Services	
Residuals Transportation & Disposal	
Routine Maintenance & Repair	
Capital Repair & Replacement	
Other Costs	
Total Estimated O&M Cost	

PRICING PROPOSAL FORM 6-3

ESTIMATED ANNUAL PRODUCT REVENUES – 20XX

Products & Materials

Material	Annual Quantity (Tons)	Sale Price per Ton	Transportation Cost per Ton	Annual Revenues (Net of Transportation)

Electricity

Annual Amount (kWh)	Sale Price per Unit	Wheeling Cost per Unit	Annual Revenues (Net of Wheeling Cost)

Fuels

	Annual Amount ⁽¹⁾	Sale Price per Unit	Transportation Cost per Unit	Annual Revenues (Net of Transportation)
Liquid Fuels				
Gaseous Fuels				

(1) Annual amount expressed in applicable units (e.g., gallons, MMBTU, other)