



REQUEST FOR PROPOSALS

For

DEVELOPMENT OF A LANDFILL GAS UTILIZATION PROJECT AT NORTH COUNTY SANITARY LANDFILL SJCDPW-RFP-22-04

November 28, 2022



**San Joaquin County
Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205
(209) 953-7452 / Fax (209) 468-2999**

Solicitation #SJCDPW-RFP-22-04

**COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS**

**DEVELOPMENT OF A LANDFILL GAS UTILIZATION PROJECT
AT NORTH COUNTY SANITARY LANDFILL
SJCDPW-RFP-22-04**

1.0 INTRODUCTION

The San Joaquin County Department of Public Works (SJCDPW) requests technical proposals from qualified developers to undertake, perform, and complete the tasks set forth in Request for Proposals – SJCDPW-RFP-22-04. The selected developer (DEVELOPER) will perform professional and technical engineering services for the development of the landfill gas (LFG) utilization project at the North County Sanitary Landfill (PROJECT).

The objective of this Request for Proposal (RFP) is to identify a responsible DEVELOPER that will provide the greatest benefit to the County of San Joaquin (COUNTY), subject to the need to continue operating the North County Landfill (NCL) and to comply with all applicable regulations.

It is the COUNTY'S intent and in the COUNTY'S best interest that the full financial potential of the DEVELOPER'S proposed technology be realized, and will consider all demonstrated LFG utilization technologies (see below). DEVELOPER will be requested to enter into a DEVELOPER Services Agreement with COUNTY. All work shall comply with COUNTY'S Policies.

2.0 PROJECT BACKGROUND AND HISTORY

NCL is located in eastern San Joaquin County at 17720 E Harney Lane, nine miles east of Lodi, CA (Vicinity Map). This area is zoned AG-120 (agricultural). Land uses within 1,000 feet of the facility are agricultural. The vicinity receives an average of approximately 16 inches of precipitation per year.

The NCL is a single Class III Waste Management Unit on a 185-acre parcel. This Unit is comprised of multiple lined "Modules" or "Areas". Future modules will overlap onto the completed modules until final closure of the Unit. The size of future modules will be selected in accordance with the refuse disposal rate.

Refuse placement began in 1991 (Table 1). Waste discharged to the landfill includes commercial and household waste, construction/ demolition waste, and agricultural waste.

NCL has a permitted capacity of 41 million cubic yards. At the present disposal rate, the landfill is expected to remain in operation at least until 2060. At this time, COUNTY has a policy that allows only refuse generated within COUNTY to be disposed at this landfill.

The landfill is operated by COUNTY staff. SCS Field Services performs regular monitoring of the landfill gas collection system and assists staff with operation and maintenance of the flare.

3.0 PERMITS AND REGULATORY AGENCIES

At this time, the North County Landfill is in compliance with San Joaquin Valley Air Pollution Control District (APCD) regulations that implement EPA regulations through its Title V permit for LFG control and emissions. The landfill is also in compliance with Title 27 of California Code of Regulations for subsurface LFG migration

See Exhibit C for the following permits:

- Waste Discharge Requirements (WDR). The complete Waste Discharge requirement is available at <http://www.sjgov.org/supportserv/...> *Note that the Regional Board is currently preparing to update the existing WDRs but this is not expected to have any material impact on the LFG disposal system.*
- Solid Waste Facility Permit
- APCD Permit, incorporating EPA Title V permit. *Note that these permits will be updated as the County replaces the existing flare. It is also expected that any new LFG user will be required to obtain and maintain their own air permits.*

SJCDPW will be the lead agency in the California Environmental Quality Act (CEQA) compliance for any proposed landfill gas utilization project. It is anticipated that the project will be issued a “Categorical Exemption.”

The County will amend the Joint Technical Document to include the LFG to energy project.

3.1 LFG SYSTEM

The active LFG system consists of seventeen vertical extraction wells and four horizontal collectors (Figure 3). As of August 2022, approximately 700 scfm LFG is received at the flare station at a methane concentration of approximately 50% (Exhibit B).

Note that the existing flare is in the process of being replaced with a larger “Ultra- LoNox Flare” that is required to be online by January 1, 2024.

The existing PEI Model 90-32-E LFG flare was fabricated by Perennial Energy. The equipment within the flare station includes two New York Model blowers Model 2608A. The flare is designed to have an operating range of 300 to 800 scfm. The blowers are designed to be fully redundant in-line spares. As of October 2022 these blowers pull approximately 710 scfm with a system head loss of approximately 31 inches wc. This appears to be the maximum flow rate that these blowers can provide from the wells and piping in place at this time.

LFG collection system condensate is presently returned to the landfill system in accordance with the Waste Discharge Requirements for this site. The County will accept LFG condensate into the leachate system from the Developer’s facility at no cost to the developer if this condensate is not contaminated with oil or other foreign compounds. Any conveyance of condensate from Developer’s facility to the leachate system is at the Developer’s expense.

4.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SERVICES PROVIDED BY SJCDPW

SJCDPW will provide the following services and/or information to the DEVELOPER:

- Access without charge to data, reports, and maps that currently exist in County files, which are necessary for carrying out the requested services; and
- Cooperation of assigned SJCDPW staff in carrying out the work on the PROJECT without undue delay.

Access to information is limited to data of record in County files and in the formats as recorded. The DEVELOPER shall check and verify existing information and conditions and notify SJCDPW of any deficiencies or concerns.

SJCDPW reserves the right to eliminate, reduce or modify the Preliminary Work Scope or to perform any of said work with SJCDPW staff.

5.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

This Request for Proposals is not a solicitation and does not obligate COUNTY to accept any proposal, negotiate with any developers, award a contract, or proceed with developing any project proposed in response to this RFP. The awarding of any contract shall be subject to such prior governmental approvals or determinations as may be required or appropriate.

Proposals are submitted at the developer's sole risk and discretion. COUNTY is not responsible for the developer's cost of proposal preparation.

Proposals received in response to this RFP become the property of COUNTY upon receipt. All proposals and Financial Offerings shall be held as confidential until an Agreement is executed with DEVELOPER. After award, all proposals shall be open to public inspection.

Developer may submit more than one Financial Offering for each Technical Proposal. Each Financial Offering will be evaluated separately. Failure to provide clear indication of which Financial Offering is associated with which Technical Proposal is cause for rejection of those Financial Offerings.

Proposals delivered to COUNTY after the proposal deadline as stated in Section 8.1 Developer Selection Schedule will be returned unopened and will not be reviewed.

Proposal will not be opened prior to the submittal deadline identified herein.

Proposals shall demonstrate the responsibility of the developer. The responsible proposer with the highest Net Present Value of their proposal will be selected for negotiations for the LFG-to-energy project.

5.1 TECHNICAL PROPOSAL: Proposals shall be submitted in three-ring binders with sections in the sequence prescribed below. The proposals shall contain the following Parts, with the following titles, in the following order, and with the contents indicated. Failure to adhere to these guidelines can cause the proposal to be considered non-responsive.

Part A: General Information

1. Name and office address of firm
2. Size and office locations of the proposing firm.
3. An organizational chart of the Proposer's company showing the relationship of the Project Manager to the company's top management and subcontractors for all phases of the project, including marketing, permitting, engineering, construction, start-up, and operations. Name and show the relationship of any partner or affiliate.
4. Name, contact information, and full resume of the Project Manager. The Project Manager must be available for discussions and coordination with County staff during development of the project, as required.
5. Other personnel, DEVELOPER and contractors that will be working on the project. Include a brief resume of each key person on the organization chart, highlighting specific qualifications relevant to tasks they will perform.

6. How the noise limits will be met.
7. A copy of Proposers recommended Landfill Gas Sale Agreement. Note, the County is not obligated to incorporate any provisions of this recommended agreement into the agreement between the County and the Developer for the utilization of LFG at the North County Landfill.

Part B: Proposed Method of Energy Utilization

Identify the following:

1. The product sold (electricity, LNG, or other), the market to which this product will be sold, and method by which the product will be transmitted to that market.
2. Provision for future expansion of production capacity.
3. Area needed for construction and operation of the proposed facility if different from the area identified in this RFP.
4. The number of Developer's staff that will attend the facility once in operation, and how often they may be on site.
5. How the existing flare station equipment will be integrated into the final facility.
6. What County involvement will be needed to execute the project.
7. A project schedule, identifying key benchmarks in construction, especially those which require County and regulatory agency participation.
8. What APCD permit is required for the project, and what revisions are needed to the County's Title V permit, if any. The County will maintain its permit on the existing equipment.
9. Any other information that the Proposer feels is relevant to the project that is not provided elsewhere.

Part C: Minimum Criteria

Proposer shall submit information demonstrating that the minimum criteria are met. The County will verify that the required information is provided in the proposal.

The proposal shall be for demonstrated technology, which need not be projects by the Proposer. Provide the following information to document demonstrated technology:

1. Location of the project and the Air Pollution Control District with jurisdiction over the project.
2. Project owner contact name and phone number
3. The size of the project (e.g. KWH generation capacity, SCFM CNG production capacity).
4. The LFG input into the project (CFM and percent methane) in the year prior to this proposal.
5. Percent up-time in the past 12 months and how much product (ie kW-hrs, gallons, cubic feet) was produced. Calendar year 2021 may also be used in this calculation.

The proposer shall show a successful project history, which must be projects by the proposer. Provide the following information to document the successful project history of the proposer:

1. Location of the project, including the State in which this project is located, and the Air Pollution Control District with jurisdiction over the project.
2. Project owner contact name and phone number.
3. The size of the project (e.g. KWH generation capacity, SCFM CNG production capacity)
4. The LFG input into the project (CFM and percent methane) in the year prior to this proposal.
5. Percent up-time in the past 12 months and how much product (ie kW-hrs, gallons, cubic feet) was produced. Calendar year 2021 may also be used in this calculation.

The proposer shall provide information to document the stability of proposing firm that the firm submitting the proposal has been in existence since a least January 1, 2020.

5.2 FINANCIAL OFFERING AND ADDENDA

Part A: Financial Offering

Include the “Financial Offering” in a separate envelope. The Offering shall include the “Proposal Economic Benefit Summary” provided in Exhibit A of this RFP.

Describe how the project will be financed, including the source(s) of financing. Indicate whether tax credits (or other Federal, state, or local subsidies) are to be used. If used, describe how this may they affect the project.

Part B: Addenda

Include one copy of each addenda issued for this RFP with the financial offering. The County may reject any proposal that does not include all addenda.

5.3 CONTRACT REQUIREMENTS

A. CONTRACT PERIOD

The County contemplates a contract period of 20 years. The actual duration of the contract will be a matter of negotiation with the apparent selected proposer.

B. PERFORMANCE SCHEDULE

The contract with the Developer will include performance benchmarks to ensure that the Developer pursues the contract diligently. Failure to meet these benchmarks will be considered default of the contract by the Developer. The County will consider reasonable alternative performance times if proposed by the Developer. At this time, the benchmarks and performance times are contemplated as follows:

No	Benchmark	Time Allowed	Start Date	Documentation
1	Submit application for Authority to Construct to the AQMD, application	60 days	Notice of Award issued	Copies of submittal

	for Use Permit to San Joaquin County, and application for electrical connection to PG&E or other energy market as identified in the Proposal. Applications shall be deemed complete by the agencies and all application fees shall have been paid.		by County	
2	Order equipment and release for manufacturing and shipment	30 days	Receipt of all permits identified in No 1	Copy of Order
3	Using LFG as fuel, deliver power equal to at least 80% of the design capacity to the purchasing utility and/or user.	60 days	Delivery of equipment to the site	Verified by Purchasing utility and/or user.

For the purpose of this provision, “Day” is calendar day, including holidays and weekends.

C. ASSIGNMENT

The Developer shall not assign the contract to another entity without approval by the County.

6.0 PROPOSALS SUBMISSION REQUIREMENTS

- 6.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
- 6.2 Costs for developing proposals are entirely the responsibility of the firm and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW’S option.
- 6.3 Developers shall submit proposals in two parts, with each part enclosed in a separate sealed envelope or box. All packages shall be sealed and addressed to:

**Nhan Tran
County of San Joaquin
Department of Public Works
Bridge Engineering Division
1810 East Hazelton Avenue
Stockton, California 95205**

Developers may propose more than one LFG utilization method, e.g. electrical generation and compressed natural gas. If so elected, each proposal shall be submitted separately, with both Part A and Part B for each utilization method.

Developers may propose more than one financial offering for each utilization method. If so elected, each financial offering shall be submitted separately.

PART A: Technical Proposal (8 copies)

Submit one package containing the technical proposal. Label this package:

Technical Proposal
Proposal for the Development of a Landfill Gas Utilization Project
At The North County Landfill
Proposing firm’s name

PART B: Financial Offering and Addenda (one copy)

The second package shall contain the financial offering. Label this package:

Financial Offering
Proposal for the Development of a Landfill Gas Utilization Project
At the North County Landfill
Proposing firm’s name

The County will return unopened all proposals received after the proposal deadline. Proposals accepted for consideration become the property of the County upon acceptance, and will not be returned. After an Agreement has been executed with a Developer, all technical and financial proposals will be subject to public review.

***CAUTION:** SJDPW’S lobby is closed to the public on Friday from 12:00 – 5:00 pm.

7.0 QUESTIONS

- 7.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II, at (209) 953-7452 or ntran@sjgov.org.
- 7.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to Nhan Tran at ntran@sjgov.org.
- 7.3 Any new information about the RFP, including responses to questions that warrant a clarification of the RFP and/or RFP addenda, will be posted on the San Joaquin County Public Works website: <https://www.sjgov.org/departments/pwk/rfps-and-rfgs>
Developers are advised to register at this website for Solicitation No. SJCDPW-RFP-22-04 to receive an emailed Notice of Release of Addendum if any new information is released.
- 7.4 The deadline for submitting questions is indicated below in the Developer Selection Schedule.

8.0 DEVELOPER SELECTION PROCESS

- 8.1 Developer Selection Schedule: SJCDPW will follow the DEVELOPER selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW:

Request for Proposals Released..... Monday, November 28, 2022
 Non Mandatory Pre-Proposal Meeting..... Thursday, December 15, 2022 at 9:30
 Written Questions Submitted by..... Thursday, December 22, 2022 by 5:00 pm
 Release Response to Written Questions..... Friday, January 13, 2023

Technical Proposals Due by 4:00 pm..... Friday, January 27, 2023 by 4:00 pm
 Notification/Scheduling Oral Interviews.....Wednesday, February 8, 2023
 Possible Oral Interviews.....Wednesday, February 15, 2023,
 Firms Notification, Selection/Ranking.....Friday, February 17, 2023
 Negotiation with Highest Ranked firm.....Thursday, March 2, 2023
 Board of Supervisors Execute Agreement..... Tuesday, May 2023

• **NON-MANDATORY PRE-PROPOSAL MEETING**

A site visit will be held on the day and time indicated in the Schedule to allow interested parties to inspect the LFG collection system and collect a LFG sample if they so desire and to ask questions. Statements made by County staff, during this conference, are non-binding. Any issue that may effect the proposals will be clarified in an addendum at the County’s discretion.

Visits at other times will not be provided. There will be **ONLY ONE** pre-proposal site visit.

Not attending this conference does not exclude you from bidding. COUNTY will consider proposals from firms that did not attend this site visit.

9.0 PROJECT REQUIREMENTS AND STANDARDS

All PROJECT work must meet the following requirements and standards:

- 9.1 DEVELOPER will work closely with SJCDPW and other affected cities and agencies involved in the PROJECT. SJCDPW Solid Waste Division will manage and administer DEVELOPER’S work effort. SJCDPW will exercise review and approval functions through SJCDPW Project Engineer, or designated representative, during the PROJECT. DEVELOPER will present all memoranda, reports, change orders, and other documentation in the general form agreed to by SJCDPW. All work products will be the property of SJCDPW.
- 9.2 DEVELOPER will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, change orders and other documentation. SJCDPW Project Engineer will exercise review and approval functions at key points and milestones during the PROJECT and conduct Project status reports and meetings with DEVELOPER.
- 9.3 The DEVELOPER will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, PROJECT’S and drawings for the PROJECT. The quality control procedures will be in effect during the entire time work is being performed for the PROJECT. The quality control procedures will establish a process whereby any calculations are independently checked, PROJECT are checked and corrected, and all PROJECT-related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to SJCDPW Project Engineer for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.
- 9.4 The DEVELOPER will prepare and submit to SJCDPW Project Engineer for review a monthly status report including a Project schedule critical path review and update, schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.
- 9.5 DEVELOPER will be required to obtain prior approval of the County Public Information Office

(through SJCDPW Project Engineer) for any communications with the public media pertaining to the PROJECT. This includes news releases, interviews, advertisements, etc.

- 9.6 If DEVELOPER fails to provide the services as to be developed and set forth in a DEVELOPER services agreement, then SJCDPW will have the right to terminate the agreement at any time prior to completion upon receipt of written notice.

10.0 PROJECT SCHEDULE / PROGRESS PAYMENTS

The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the PROJECT and assure local program delivery and PROJECT development. At the beginning of the work effort for the requested services, the DEVELOPER shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task. The progress schedule shall indicate major milestones, review stages, and other items critical to complete the PROJECT.

The progress schedule shall be updated throughout the course of the services, and the original schedule will be retained as a basis of comparison. The DEVELOPER shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain or reconcile any anticipated or actual delays with the original schedule.

11.0 INDEMNIFICATION REQUIREMENTS

The DEVELOPER services agreement for the PROJECT requires DEVELOPER to comply with the County's hold harmless and indemnification requirements.

A. DEVELOPER shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of DEVELOPER, its employees, officers, agents or subconsultant.

B. The duty of DEVELOPER to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at DEVELOPER'S own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. DEVELOPER shall provide legal counsel reasonably acceptable to the COUNTY.

12.0 INSURANCE REQUIREMENTS

During the term of this Agreement, the Developer, at the Developer's sole cost and expense, shall procure and maintain in full force, all of the following insurance policies with at least the following minimum coverage:

- A. Workers' Compensation** – Statutory California Workers' Compensation coverage including a broad form all-states endorsement.
- B. Comprehensive General Liability Insurance** – The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000) per

occurrence for all Developer's employees and Developer's subcontractors', engaged in services or operations under the Contract on a form approved by the COUNTY.

- C. **Automobile Liability** – Automobile Liability Insurance with a combined single limit of Two Million Dollars (\$2,000,000); and
- D. **Environmental Impairment Liability (Pollution Prevention)**: Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate, inclusive of legal defense costs.
- E. **Additional Named Insured** – All policies, except for Workers' Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- F. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the County.
- G. **Proof of Coverage** – After award of the contract, prior to the commencement of performance of services, Developer shall furnish certificates of insurance to County Purchasing & Support Services and the County Solid Waste Division at the addresses specified, evidencing the insurance coverage, including endorsements above required. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County and Developer shall maintain such insurance from the time Developer commences performance of services hereunder until the completion of such services.

For the purpose of this document, "commencing services" refers to any activity at the North County Landfill. If Developer does not obtain the described insurance, or if County is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to County, then the Developer shall not commence services and the County may withhold LFG to the Developer or terminate this Agreement. Performance milestones will apply.

- H. **Liability** – Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Developer from liability in excess of such coverage, nor shall it preclude the County from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

In addition to the above minimum requirements, the Developer shall obtain and keep in full force and effect during the term of the Contract:

- 6 **Specific Language:** Such insurance shall be primary, shall name the County as additional insured, and shall expressly indicate that such insurance is related to the DEVELOPER'S activities under this Contract.
- 7 **Certificate of Insurance:** The Developer shall furnish a Certificate of Insurance to the County within ten (10) working days of execution of a Contract by the County, indicating that the Developer, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to the County. The Certificate of insurance shall identify the County, as additional insured and primary as to this Contract, either by special endorsement or separate certification. Such Certificate of Insurance shall state that the County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof.

8. **Hold Harmless:** DEVELOPER and COUNTY shall, at their own expense, defend, indemnify and hold harmless their employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of the other party's employees, officers, agents or Subcontractors.

DEVELOPER shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

9. **Acceptability of Insurers:** Insurance is to be provided by insurers licensed to do business in the State of California with a current A.M. Best's Financial Strength Rating of no less than A (Excellent), and Financial Size Category of no less than VII. Any lesser Best's Rating will be subject to approval by the County.

13.0 LFG SYSTEM

The contract between County and Developer will address ownership of landfill gas to energy equipment installed at the NCL and the disposition of Developer's equipment in case of termination of the contract or abandonment of the project by the Developer.

The County and Developer recognize that the LFG collection system serves a dual purpose: regulatory compliance and collection of LFG for energy conversion. However, regulatory compliance is always the highest priority.

Information regarding LFG quality, including siloxane and sulfur components is provided for the proposer's information in Exhibit B, Landfill Gas Field Data. The County does not warrant that the quantity and quality of the LFG at the NCL is suitable for a LFG utilization project. The Developer will not have claim for damages or anticipated profits or loss of profit because of the quantity or quality of LFG at the NCL. Submittal of a Proposal constitutes acknowledgement that the quantity and quality of LFG collected can be affected by the operation of the LFG collection system, and that the operation of the LFG collection system may be affected by regulatory requirements.

- A. Operation and Maintenance:** County shall operate and maintain the LFG collection system in accordance with the APCD Permit and all other applicable regulations, and in such a way that the landfill continues to comply with regulations related to surface emissions and subsurface migration.

Developer will receive LFG at a diversion point to be located between the blowers and the flare. County and developer will coordinate automated controls to efficiently control both the County flare and the developer's systems. Developer shall share any applicable operating and maintenance costs incurred to extract the LFG and maintain the flare station equipment in accordance with the manufacturer's recommended maintenance schedule and good maintenance practices.

- B. Noise:** Contractor shall provide noise containment as needed to reduce the noise from the equipment installed by the Developer measured at a distance of 200 feet from any item of equipment installed by the Developer, as follows:

Hourly Equivalent Sound Level (L_{eq}) (dB)	45
Maximum Sound Level (L_{max}) (dB)	65

C. Permits

Unless otherwise indicated, the Developer shall obtain all permits, easements, and rights-of-way required to complete the project, including, but not necessarily limited to:

1. APCD request for authority to construct and permit to operate for the LFG utilization facility.
2. Interconnection to electrical utility if electrical generation is proposed.
3. Building Dept Permit and Use Permit as may be required.

Developer shall obtain a separate Title V permit for Developer's facility. If a separate Title V permit is not allowed by the APCD, Developer shall prepare, at Developer's expense, an application to be signed and submitted by County, to modify County's Title V permit.

D. Improvements and Modifications

1. Integration with Existing Equipment

Developer shall provide a connection between the Developer's equipment and the County flare system so that all LFG produced by the landfill, but not used by Developer's facility, can be destroyed in accordance with all applicable permits. If, at any time during the term of the Agreement, low LFG flow rates or low BTU content inhibit the flare's ability to combust LFG in accordance with permit requirements, and if combustion in the flare is needed to comply with APCD or other regulatory requirements, then the Developer shall adjust the supply of LFG to flare as needed to meet permit requirements.

Developer shall provide connections to and modifications of the existing flare station equipment such that the existing flare, blowers, and controls can be returned to service at a flow rate equal to the total collection flow rate at that time. Restoration of the existing function shall be without the installation of pipe, wiring, or new control logic, and shall be accomplished by opening or closing valves permanently installed in the system, operating on-off switches, and without the use of hand tools. Modifications will be in accordance with applicable permit requirements.

Note that the term "existing" in this section includes both the flare system currently existing and the new flare system that is expected to be installed in 2023.

2. Expansion for the Sole Purpose of Increasing Power Generation
The Developer is responsible for the cost of construction of collection system improvements solely to increase the production and output of Developers facility.

The Developer may install larger pipes to LFG collectors existing at the proposal submittal date or install new pipes to LFG collectors existing at the proposal submittal date, or install new pipes and LFG collectors if so desired by the Developer, at the Developer's cost. Location of new pipes or collectors will not interfere with landfill operations or future landfill development and are subject to County approval.

3. Expansion for the Sole Purpose of Compliance with Regulatory Requirements
The County will construct additions and modifications to the LFG collection system required for regulatory compliance or mitigation at the County' cost. This condition could

occur if the Developer's equipment is operating at full capacity but more collectors are needed. The County may operate the LFG flare station to combust additional LFG as may be collected for the purpose of regulatory compliance.

E. ADDITIONAL LFG: The contract with the Developer will address the issue of LFG being produced in the landfill in excess of that used by the Developer's system when such additional LFG represents an unrealized economic opportunity.

F. GRADING AND DRAINAGE: The Developer will maintain the drainage paths within the lease area except as approved by the County.

G. FUTURE BENEFITS NOT NOW DEFINED: The County and proposers recognize that future financial benefits may be available to the Developer due to changing regulations, tax credits, or other incentives that cannot be foreseen and which may not contribute to gross sales. The County contemplates that a portion of these benefits will accrue to the County, that portion being equal to the portion of gross revenues proposed, and that such provisions will be included in the development contract.

13.1 Ownership of Data and Patent Rights: Upon completion of all work under the executed DEVELOPER services boilerplate agreement, ownership and title to all reports, documents, PROJECT'S, specifications, and work product materials as part of the agreement will automatically be vested in SJCDPW and no further agreement will be necessary to transfer ownership to SJCDPW. DEVELOPER shall furnish all necessary copies of documentation needed to complete the PROJECT in performance of the agreement.

SJCDPW shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the DEVELOPER services agreement shall be subject to copyright in the United States or any other country. Each subconsultant services agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

13.2 Confidentiality of Data: All financial, statistical, personal, technical or other information relative to the operation of SJCDPW, which is designated confidential by SJCDPW, and made available to the DEVELOPER in order to carry out the agreement, shall be protected by DEVELOPER from unauthorized use and disclosure. Permission granted by SJCDPW Project Engineer to disclose information on one occasion relating to the agreement shall not authorize DEVELOPER to further disclose such information or disseminate the same on any other occasion. All information related to the construction estimate is confidential and shall not be disclosed by DEVELOPER to any entity other than SJCDPW.

DEVELOPER shall not comment publicly to the press or any other media regarding the executed DEVELOPER service agreement, or the actions of SJCDPW on the same, except to staff from SJCDPW, or DEVELOPER'S own personnel involved in the performance of the agreement, or at public hearings, or in response to questions from a legislative committee. Each subconsultant service agreement shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

14.0 NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

SJCDPW has not established the goal for the DBE participation in the DEVELOPER contract for this PROJECT. County encourages respondents to this RFP provide DBEs the opportunity to participate in the performance of the DEVELOPER contract.

15.0 NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting the SOQ or proposal to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

16.0 GENERAL INFORMATION

16.1 Proposal Confidentiality: Prior to the San Joaquin County Board of Supervisors executing the DEVELOPER services agreement, all firms' proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the DEVELOPER services agreement has been executed, or if the agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records. Any language in submitted proposals purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.

16.2 SJCDPW Rights: SOQ's and technical proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any firm under consideration, require confirmation of information furnished by a firm and/or require additional evidence of qualifications to perform the work described. SJCDPW reserves the right to:

- A. Modify the selection process as may be in their best interests.

- B. Reject any or all of the proposals if such action is in their interest
- C. Issue subsequent Requests for Proposals
- D. Cancel the entire Request for Proposals.
- E. Correct technical errors and amend the Request for Proposals by addendum prior to the final proposal submittal date process.
- F. Seek the assistance of outside technical experts in proposal evaluation
- G. Approve or disapprove the use of any subconsultant.
- H. Negotiate with any, all or none of the Request for Proposals respondents
- I. Accept other than the lowest cost proposal
- J. Waive informalities and minor irregularities in proposals.

This Request for Proposals does not commit SJCDPW to enter into a consultant services agreement, nor does it obligate SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this Request for Proposals, see Section 7 QUESTIONS. Thank you for your interest in the PROJECT.

Attachments and Exhibits

Vicinity Map

Attachment A: Debarment and Suspension Certification

Attachment B: Proposal Evaluation

Attachment C: Proposed Developer Identification Sheet

Attachment D: Minimum Criteria – Demonstrated Technology

Attachment E: Minimum Criteria – History of Successful Projects

Attachment F: Minimum Criteria – Stability of Proposing Developer

Attachment G: No-Collusion Affidavit

Exhibit A: Economic Benefit Summary

Exhibit B: LFG System Data and Related Information

North County Land Fill Vicinity Map

North County Landfill Site Map

LFG Collection System

LFG Flare Station

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime DEVELOPER, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining DEVELOPER responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature

Name

PROPOSAL EVALUATION

Phase 2: Net Present Value

Phase 1: Minimum Criteria

The County will verify that the proposal is complete, including documents identified in this RFP. Those proposals found not to be complete will be rejected.

The County will make a good-faith effort to contact the persons identified at the telephone numbers provided; however, if the reference project contact cannot be reached at the number provided by the Proposer, then the County may exclude that reference project from consideration without notifying the Proposer of this exclusion. Such exclusions may result in elimination of a Proposer.

The County may choose to discuss the proposal with any and all of the proposers as needed for clarification of that proposal.

The County will calculate the Net Present Value of those proposals that have been verified to meet the minimum criteria.

The Net Present Value (NPV) will be calculated over a 20-year period based on the information presented in the Financial Offering. This calculation will use the capacity of the equipment proposed and installation of additional units of the size proposed when sufficient LFG is predicted to be generated to fully power another energy conversion unit (engine/generator or equivalent, depending on the energy conversion technology proposed). The County will assume a 2% per year increase in LFG flow rate at the present methane concentration,

NPV will include the value of the electricity presently consumed by the existing LFG flare station equipment if the proposer identifies that this cost will be borne by the developer. The County will escalate the value of the electricity and LFG system O&M at an annual rate of 2%. A discount rate of 4.5% will be applied to the NPV calculation.

County staff will negotiate details of an Agreement with the Proposer with the highest calculated NPV. If negotiations are successful, County staff will recommend to the Board of Supervisors that the Board sign the resulting Agreement.

PROPOSING DEVELOPER IDENTIFICATION SHEET

DEVELOPER SHALL COMPLETE AND RETURN WITH PROPOSAL

Type or print the following information:

Company: _____

Address: _____

(City) (State) (Zip)

Name: _____

Title: _____ E-mail: _____

Telephone: () _____ Fax: () _____

Years in business: _____

Number of employees: _____

Name of Insurance carriers: _____

Public Liability: _____ Expires: _____

Workers' Compensation: _____ Expires: _____

MINIMUM CRITERIA: DEMONSTRATED TECHNOLOGY

Identify FOUR PROJECTS to demonstrate the proposal is for demonstrated technology as defined in this RFP. These projects need not be by the Proposer.

Location of the project: _____

Project owner: _____

Owner contact name: _____

Contact phone number: _____

Air Pollution Control District: _____

The size of the project (e.g. KWH generation capacity, SCFM CNG production capacity).

The LFG input into the project (CFM and percent methane) in the year prior to this proposal.

Percent up-time in the past 12 months and how much product (ie kW-hrs, gallons, cubic feet) was produced. Calendar year 2008 may be used in this calculation.

Percent Uptime: _____ %

Amount of product produced: _____

MINIMUM CRITERIA: HISTORY OF SUCCESSFUL PROJECTS

Demonstrate a history of successful and satisfactory projects as defined in this RFP.

Successful history is indicated by either:

- 1. Two projects permitted in the State of California,

OR

- 2. One project permitted in the State of California and at least two projects permitted elsewhere in the continental United States.

These projects must be those of the proposer.

A satisfactory project is also one that is characterized as satisfactory by the project owner.

Location of the project: _____

Project owner: _____

Owner contact name: _____

Contact phone number: _____

Air Pollution Control District: _____

The size of the project (e.g. KWH generation capacity, SCFM CNG production capacity).

The LFG input into the project (CFM and percent methane) in the year prior to this proposal.

Percent up-time in the past 12 months and how much product (ie kW-hrs, gallons, cubic feet) was produced. Calendar year 2021 may be used in this calculation.

Percent Uptime: _____%

Amount of product produced: _____

MINIMUM CRITERIA: STABILITY OF PROPOSING DEVELOPER

Developer submitting the proposal shall have been in existence since a least January 1, 2020.

Submit Articles of Incorporation or equivalent documentation.

This area intentionally left blank

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares 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 submit 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 that 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 of 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 their 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Signature _____ **Date** _____

SUBMITTAL OF PROPOSALS

Sealed Proposals will be received at the San Joaquin County Department of Public Works, 1810 E Hazelton Avenue, Stockton, CA, 95201, until 4:00 PM PDT, Friday, January 27, 2023.

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Request for Proposal SJCDPW-RFP-22-04

**Nhan Tran
County of San Joaquin
Department of Public Works
Bridge Engineering Division
1810 East Hazelton Avenue
Stockton, California 95205**

The Proposal envelope shall have stated thereon the name and address of the submitting Developer.

ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.

***CAUTION: SJDPW'S lobby is closed to the public on Friday from 12:00 – 5:00 pm.**

PROPOSAL AUTHORIZATION: SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP, and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

In addition, by submission of a proposal, Proposer attest to having possession of a duly issued valid Contractor's License issued by the State of California. Such license authorizes a Proposer to contract to perform type of work required by the specifications. Should the Proposer fail to provide the number and classification of Proposer's State of California Contractor's License, the County may reject your Proposal.

This Signature/Authorization page must be in Section 1 of your Proposal.

Signature of Authorized Agent

Date

Printed Name of Authorized Agent

EXHIBIT A: ECONOMIC BENEFITS SUMMARY

The County will calculate the Net Present Value (NPV) for each proposal based on the information provided below.

Proposer shall complete this form and include it in their Financial Offering. Fill in values where appropriate and circle either "yes" or "no" as indicated.

1. Energy product (electricity or other)

2. Number of units proposed at initial installation _____

3. Total capacity at installation _____
(need not equal LFG available at installation).

4. Make and model of units proposed:

Manufacturer contact name and phone number

5. Developer will pay County _____ percent of the gross revenue received from Developer's sale of one or more products produced by Developer's facility.

6. _____ Percent per year escalation applies to Developer's offer.

7. Developer will pay \$1 per year for a Site Lease of the area used for the Developer's project.

8. Developer will / will not (circle one) supply the power for the existing and future flares and blowers. The County's estimated annual savings (\$12,000) will be credited to the proposal

9. Value of other services or benefits the Developer offers the County \$_____.
Explain benefit (attach additional pages if necessary).

Proposer acknowledges that production from Developer's facility is secondary to regulatory compliance. Collecting LFG to meet environmental regulations will take precedence over collecting LFG for commercial use if the two conflict.

Proposer acknowledges that Developer will assume all costs, labor, and equipment to design, permit, construct, and operate Developer's facility.

Proposers signature

Date

Include the Request for Proposal and all addenda with the Financial Offering.

EXHIBIT B: LFG SYSTEM DATA AND RELATED INFORMATION

Landfill Gas Field Data Sheet – North County Landfill (See Exhibit B separate file)

The quantity and quality of LFG collected from the LFG system is accurate to the best knowledge of the County.

The County intends to continue disposing refuse in the NCL and to expand the LFG system into that new refuse in coordination with the refuse fill schedule.

Table 1

Refuse Disposal History - North County Landfill

PLEASE SEE SEPARATE PDF FILE FOR FURTHER INFORMATION

EXHIBIT C: PERMITS

Waste Discharge Requirement Excerpts: A full copy of the Waste Discharge requirements is available at:

https://www.waterboards.ca.gov/rwqcb5/board_decisions/adopted_orders/san_joaquin/r5-2010-0016.pdf

Solid Waste Facility Permit

Federal Title V and Air Quality Management District Permits

PLEASE SEE SEPARATE PDF FILE FOR FURTHER INFORMATION

TABLE 1

Refuse Disposal History - North County Landfill

Year	Tons disposed	
	Annual Tons	Cumulative Tons
1990	0	0
1991	35,179	35,179
1992	124,260	159,440
1993	141,314	300,753
1994	168,286	469,039
1995	114,527	583,565
1996	105,696	689,261
1997	110,523	799,784
1998	112,806	912,590
1999	102,589	1,015,179
2000	102,504	1,117,684
2001	137,126	1,254,809
2002	145,350	1,400,160
2003	142,595	1,542,755
2004	166,431	1,709,185
2005	180,524	1,889,709
2006	181,314	2,071,023
2007	169,078	2,240,100
2008	143,179	2,383,279
2009	142,614	2,525,893
2010	135,003	2,660,896
2011	133,515	2,794,411
2012	138,329	2,931,931
2013	155,360	3,073,578
2014	167,261	3,219,473
2015	213,414	3,219,473
2016	168,260	3,387,733
2017	185,777	3,573,510
2018	193,757	3,767,267
2019	192,240	3,959,507
2020	184,094	4,143,601
2021	210,866	4,354,467