



**RECYCLABLE MATERIALS PROCESSING SERVICES
REQUEST FOR PROPOSALS
SJCDPW-RFP-25-09**

December 15, 2025

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

Solicitation #SJCDPW-RFP-25-09

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

**RECYCLABLE MATERIALS PROCESSING SERVICES
REQUEST FOR PROPOSALS
SJCDPW-RFP-25-09**

1.0 INTRODUCTION

San Joaquin County (County) was one of California's original counties, established in 1850. San Joaquin County is located in the heart of California's Central Valley, encompassing approximately 1,392 square miles of rich agricultural land, waterways, and growing urban centers. Bordered by the Sacramento–San Joaquin River Delta to the west, the County offers a blend of natural beauty, productive farmland, and a dynamic economy that connects Northern and Central California. The region is characterized by a balance of vibrant cities and rural landscapes, providing residents and visitors with both metropolitan amenities and small-town charm. The County's population is approximately 814,000, spread across eight incorporated cities including Stockton, Lodi, Manteca, Tracy, Ripon, Escalon, Lathrop, the newly incorporated City of Mountain House, and several thriving unincorporated communities.

The San Joaquin County Department of Public Works (SJCDPW) delivers essential municipal-type services to residents and businesses in unincorporated areas. The Solid Waste Division (Division), in particular, manages refuse, recycling, and organics services for the unincorporated population, ensuring compliance with state recycling mandates and advancing the County's long-term goals for resource recovery and landfill diversion. The County remains committed to fostering environmental stewardship and sustainable growth, providing efficient public services that benefit both local residents and the broader Central Valley region.

SJCDPW requests technical proposals from qualified recyclable materials processing services (Services) firms (Firm) to undertake, perform, and complete the tasks outlined in the Request for Proposals (RFP) – SJCDPW-RFP-25-09. The selected Firm will provide processing services for recyclable materials accepted at Lovelace Transfer Station (Lovelace) and transfer services, as needed.

The selected Firm will be the highest-ranking Firm that has successfully negotiated the terms for the award of a Recyclable Materials Processing Services Agreement (Agreement). The selected Firm will be requested to enter into an Agreement with San Joaquin County (County). All work shall comply with the County Policies and California Public Resources Code § 40200 and California Code of Regulations, Title 14 § 18801.

2.0 SERVICES BACKGROUND/HISTORY

The Division oversees an integrated system of refuse collection, recycling, and organics diversion programs in the unincorporated areas of San Joaquin County. The Division manages multiple County-owned facilities, including Lovelace, the North County Recycling Center & Sanitary Landfill, Foothill Sanitary Landfill and the San Joaquin County Household Hazardous Waste Facility, that serve residents and commercial generators with services spanning refuse disposal, recycling, diversion, organics collection, and special-waste handling.

The unincorporated County is separated into six residential Refuse Service Areas serviced by multiple licensed refuse collectors under exclusive franchise agreements. Commercial and industrial refuse collection in the unincorporated County areas is open market for any refuse collector holding a County-issued collector's license. San Joaquin County Ordinance Code (Ordinance) requires all solid waste collected in the unincorporated County including refuse, transfer station residual waste, and solid waste from cities with a contractual obligation to be delivered to a County-owned facility.

The Lovelace facility currently collects approximately 10,000 tons of comingled recyclable materials each year. Lovelace accepts both commercial and residential recyclable materials including mixed paper, corrugated cardboard, plastics #1-#7, mixed rigid plastics, glass bottles and containers, metals, aluminum, and steel.

3.0 PRELIMINARY WORK SCOPE

SJCDPW Preliminary Work Scope is shown in Article 3 Section 3.2 – Scope of Agreement of Exhibit “A” – Boilerplate Recycle Materials Processing Agreement.

4.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SERVICES PROVIDED BY SJCDPW

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

- Access without charge to data and reports 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 without undue delay.
- Access to information is limited to data of record in County files and in the formats as recorded. The Firm shall check and verify existing information and conditions and notify SJCDPW of any deficiencies or concerns.
- SJCDPW will assign staff to assist in the project management and contract administration.

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

Each page of the proposal must be numbered, and the total number of pages may not exceed 30 (30) single standard pages (8 ½ by 11”), or fifteen (15) double sided standard pages. The page limit applies to all content with the following exceptions: an optional table of contents, not to exceed one page; any folder, cover or section dividers; the required Debarment and Suspension Certification; and exhibits described below.

Costs for preparing and submitting a response to this RFP are entirely the responsibility of the Firm and shall not be chargeable in any way to SJCDPW.

The required content, described below, includes a Cover Letter, Executive Summary, Approach and Work Plan, and Cost Proposal.

5.1 COVER LETTER

- A. Authorization and Compliance: The technical proposal must be delivered with a cover letter signed by an official or representative authorized by the Firm to negotiate and commit to terms regarding the RFP. The Firm shall provide a brief statement addressing the ability of the consulting Firm and any subconsultant to comply with the indemnification requirements as outlined in Section 11.0, "INDEMNIFICATION REQUIREMENTS," and the required minimum insurance as outlined in Section 12.0, "INSURANCE REQUIREMENTS." The Firm shall also provide a brief statement affirming that the proposal terms shall remain in effect for one hundred twenty (120) days following the date proposal submittals are due.
- B. Affirmative Action Plan: The Firm shall attest to the Firm's affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the Firm's adoption and compliance with its plan or policy.
- C. Conflict of Interest: The Firm shall disclose to SJCDPW any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but is not limited to, work related to services in the service area, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the Services. At the County's discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work. Please refer to Exhibit A "Boilerplate Recyclable Materials Processing Services Agreement" for more information about conflict of interest.
- D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the Firm shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The completed Debarment and Suspension Certification, Attachment "A", shall be submitted as part of the proposal; however, it is excluded from the RFP's maximum allowable length.
- E. Levine Act Disclosure Statement: California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Member of the Board of Supervisor(s) of San Joaquin County from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. Attachment "D" shall be submitted as part of the proposal; however, it is excluded from the RFP's maximum allowable length.
- F. State Prevailing Wage Rates: The Firm shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 117, and all federal, state, and local laws and ordinances to the work.
- G. Signature and contact information: The cover letter shall be signed by the Firm's Services Manager and an official authorized to negotiate and contractually bind the Firm with the County regarding the requested services. The Services Manager shall be the main contact with

SJCDPW for technical and contractual issues. **Please provide the telephone number, email, and office location of the Services Manager.**

- H. Optional, Additive Scope of Work: The Firm shall provide a brief statement acknowledging SJCDPWs' option to request optional, additive work as described in the Preliminary Work Scope. The statement shall further recognize that the Firm and SJCDPW will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

5.2 EXECUTIVE SUMMARY

The proposal includes a summary of the approach, work plan, and capabilities of the Firm, and subconsultants. The summary should indicate an understanding of the requested Services.

The Statement of Qualifications (SOQ) portion of the proposal shall contain the following information for the Firm and all subconsultants:

- A. A summary of the Firm's overall capabilities, history, recent and related experience, and expertise. Provide information on the Firm's experience related to providing the Services. Provide information on the Firm's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the Services.
- B. Resumes of key personnel anticipated to participate in the Services and an explanation of the function that each key person will be performing. Provide information on the key personnel's experience related to the Services.
- C. A list of references for similar services, comparable in nature to the proposed Services that the Firm has completed. The Firm shall include the Firm's performance in providing previous service to SJCDPW for consideration.

The reference list should include:

- Client name, contact person, email address and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the Firm will receive zero points for that reference);
- Description of services provided and location;
- Budget performance;
- Schedule performance;
- Key personnel involved; and,
- Subconsultants employed.

5.3 APPROACH AND WORK PLAN

The technical proposal will include a work plan which delineates the approach to complete the requested Services. The work plan should demonstrate the Firm's understanding of SJCDPW Preliminary Work Scope (Scope), refine and/or expand the Scope to reflect the Firm's approach and address the Firm's capability to complete the Scope within the proposed schedule. The work plan should include the following:

- A. Identify the Firm's Services Manager and detail the specific responsibilities of the Services Manager. Identify the Person-In-Charge when the Services Manager is not available.

- B. List all subconsultants providing services to the Firm for the completion of the Scope of Work and describe their functional roles. Include the names, addresses, and current telephone numbers of the Firm and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.
- C. Describe the approach and methodology that will be used to provide the required services, including any equipment. The specific level of work effort and subsequent work products must be emphasized. The level of detail must clearly delineate between major and minor work tasks.
- D. Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the Services or reduce costs.
- E. Description of project experience and knowledge of the immediate area of San Joaquin 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 SJCDPWs' option.
- 6.3 **Firm will have options of submitting proposals via hard copy OR through:**
<https://www.bidexpress.com>. Technical proposals received later than the bellow date and time will be rejected and returned to sender, unopened. Proposals delivered by fax will not be accepted.
- 6.4 **Hard Copy Submittal: One (1) hard copy and one (1) electronic copy on a flash drive** of the proposal, signed by an authorized representative, shall be delivered on or before **4:00 p.m. on Monday, January 19, 2026**, to*:

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

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

Statement of Qualifications & Technical Proposals
RECYCLABLE MATERIALS PROCESSING SERVICES
SJCDPW-RFP-25-09
REQUEST FOR PROPOSALS (Name of the Firm)
OPEN BY SJCDPWS' SOLICITATION STAFF ONLY

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

Bid Express Submittal:** Firm may also submit proposals at <https://www.bidexpress.com> . One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before **4:00 pm on Monday, January 19, 2026**.

****CAUTION:** Bid Express is a subscription bid submitting platform. There is a vetting process for submitting proposals on Bid Express. Please contact Bid Express for more information.

7.0 QUESTIONS

- 7.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II, at email: 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-rfq>

Firms are advised to register at this website 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 Firm Selection Schedule.

8.0 SERVICES SELECTION PROCESS

- 8.1 **Firm Selection Schedule:** SJCDPW will follow the Services 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, December 15, 2025
Written Questions Submitted by.....Thursday, January 8, 2026
Release Response to Written Questions.....Friday, January 9, 2026
Technical Proposals Due.....Monday, January 19, 2026, by 4:00 pm
Firm Notification, Selection/Ranking..... Wednesday, January 21, 2026
Negotiation with Highest Ranked Firm.....Tuesday, January 27, 2026
Conclude Agreement Negotiations.....Tuesday, February 3, January , 2026
Board of Supervisors Execute Agreement.....Tuesday, March 17, 2026
Notice to Proceed.....Wednesday, March 18, 2026
Firm Starts Work-First Full Week.....Monday, March 23, 2026

- 8.2 **Proposal Evaluation:** SJCDPW will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in Section 5.0 "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the Firm from any terms of an executed Agreement, should one be awarded.

SJCDPW will assemble a selection committee, comprised of SJCDPW staff members and other

qualified individuals, which will evaluate submitted proposals and select a short list of Firms for presentation-interviews. The evaluation for the written qualifications and technical proposals will be based on the criteria shown in Attachment “B”.

Aside from the selection process described herein, Firms or their representatives are prohibited from attempting to influence this services solicitation by contacting Selection Committee members, elected officials, SJCDPW staff, or other individuals and entities involved in selecting the Firm or awarding the Agreement. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

- 8.3 Cost Proposal Requirements: The cost proposal submitted shall follow the format provided in Exhibit “B”. SJCDPW is not responsible for mathematical calculations in Exhibit “B”. It is the Firm’s responsibility to assure the mathematical correctness of its submittal.
- 8.4 Selection: SJCDPW will tabulate qualifications, and written proposal scores to be used as the basis for selection, and Firms will be ranked for Agreement negotiations.

The proposal will be used as a starting point for Agreement negotiations with the highest ranked Firm selected on the basis of its qualifications and cost proposal as submitted in the proposal. SJCDPW will then negotiate an Agreement with the selected Firm. If an agreement cannot be reached after a reasonable period of time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the number one ranked Firm and negotiations will be opened with the second ranking Firm. The compensation discussed with one prospective Firm will not be disclosed or discussed with another Firm. The selected Firm will be the highest-ranking proposal that has been successfully negotiated for award of the Agreement. The successful Firm will be requested to enter into an Agreement with the County. SJCDPWs’ Boilerplate Agreement is shown as Exhibit “A”. The prospective Firm is advised that SJCDPWs’ boilerplate agreements reflect the County and SJCDPW standard business practices which are set and not normally subject to substantive change. The prospective Firm is also advised that the Agreement will not be in force until it is approved by San Joaquin County Board of Supervisors. The Firm will be required to satisfy all insurance certification requirements before SJCDPW issues Notice to Proceed.

9.0 PROJECT REQUIREMENTS AND STANDARDS

All PROJECT work must meet the following requirements and standards:

- 9.1 The Firm will work closely with SJCDPW and other affected cities and agencies involved in the PROJECT. SJCDPW Division will manage and administer Firm’s work effort. SJCDPW will exercise review and approval functions through SJCDPWs’ Division, or designated representative, during the Services. The Firm 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 The Firm will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, change orders and other documentation. SJCDPW staff will exercise review and approval functions at key points and milestones during the Services.
- 9.3 The Firm will implement and maintain quality control procedures during the preparation of

memoranda, working papers, and reports for the Services. The quality control procedures will be in effect during the entire time work is being performed for the Services. The quality control procedures will establish a process whereby any calculations are independently checked, and all Services-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 staff for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

- 9.6 The Firm will be required to obtain prior approval of the County Public Information Office (through SJCDPWs' Division) for any communications with the public media pertaining to the Services. This includes news releases, interviews, advertisements, etc.
- 9.7 If the Firm fails to provide the Services as to be developed and set forth in Agreement, then SJCDPW will have the right to withhold payment and terminate the Agreement at any time prior to completion upon receipt of written notice.

10.0 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND REQUIREMENTS

Please review Article 11 of the Exhibit A- Boilerplate Recyclable Materials Processing Service Agreement for information on Indemnification, Insurance and Performance Bond Requirements.

11.0 FIRM PROVISIONS

- 11.1 Funding Requirements: It is mutually understood between the parties that the Agreement may be written and will be valid and enforceable only if sufficient funds are made available to SJCDPW. In addition, the Agreement may be subject to any additional restrictions, limitations, or conditions required in accordance with Federal, State, and Local requirements that may affect the provisions, terms, or funding of the agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated for the Services, the agreement shall be amended to reflect any reductions in funds. SJCDPW shall have the option to void the Agreement under a thirty-day cancellation clause or to amend the Agreement to reflect any reduction of funds.
- 11.2 Ownership of Data and Patent Rights: Upon completion of all work under the executed Agreement, ownership and title to all reports, 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. The Firm shall furnish all necessary copies of documentation needed to complete the Services 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 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.

- 11.3 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 Firm in order to carry out the Agreement, shall be protected by the Firm from unauthorized use and disclosure. Permission granted by SJCDPW Division to disclose information on one occasion relating to the Agreement shall not authorize the Firm to further disclose such information or disseminate the same on any other occasion.

The Firm shall not comment publicly to the press or any other media regarding the executed Agreement, or the actions of SJCDPW on the same, except to staff from SJCDPW, or the Firm'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.

12.0 GENERAL INFORMATION

- 12.1 Proposal Confidentiality: Prior to the San Joaquin County Board of Supervisors executing the Agreement, all Firm proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the 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.
- 12.2 SJCDPW Rights: SOQs 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 Firms 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 subconsultants.
 - H. Negotiate with any, all, or none of the Request for Proposals respondents.
 - I. Award an agreement to one or more Firms.
 - J. Accept other than the lowest cost proposal.
 - K. Waive informalities and minor irregularities in proposals.

This Request for Proposals does not commit SJCDPW to enter into a 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 Services.

Attachments and Exhibits

Attachment A: Debarment and Suspension Certification

Attachment B: Proposal/Qualifications Evaluation Worksheet

Attachment C: Levine Act Disclosure Statement

Exhibit A: Boilerplate Recyclable Materials Processing Service Agreement

Exhibit B: Cost Proposal

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

The prime Firm, 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 Firm 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 of Firm

Firm
Name

Attachment "B"

QUALIFICATIONS EVALUATION WORKSHEET

Firm: _____

CATEGORY	SCORE
1. Proposed Rates:	0-50
Lowest Cost Proposal (0-50 points)	
2. Written SOQ & Technical Proposal:	0-45
Firm Profile and Overall Capabilities (0-10 points)	
Similar and Primary Reference Projects (0-5 points)	
Reference Checks (0-5 points)	
Knowledge of Local Conditions and Concerns (0-10 points)	
Project Approach and Work Plan (0-10 points)	
Project Schedule (0-5 points)	
SUBTOTAL (45 points maximum)	
4. Local Hire Preference:	0-5
Fixed Office within County, County Business License, Employs San Joaquin County Residents (0-5 points)	
TOTAL SCORE (100 points maximum)	

Evaluator: _____

Date: _____



LEVINE ACT DISCLOSURE STATEMENT

(The completed form submitted to the San Joaquin County is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," requires that parties to a proceeding involving a license, permit, or other entitlement for use disclose if they made campaign contributions over \$500 within the prior 12 months to any County employee or officer. Parties and participants with a financial interest are prohibited from making more than \$500 in campaign contributions to a decisionmaker for the 12 months after the final decision is rendered on the proceeding. The above campaign contribution disclosures and restrictions do not apply when the proceeding is competitively bid or involves a contract for less than \$50,000, or a personnel or labor contract, as defined in Government Code Section 84308 (see below).

Please note, the summary contained on this document is not legal advice and you should consult your own attorney for such advice. You may also sometimes obtain answers to legal questions on the Levine Act from the FPPC:

General Contact Line: (916) 322-5660

Advice Line: 1-866-ASK-FPPC (866) 275-3772

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to County Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$500 to any County Officer in the twelve (12) months preceding the date of the submission of your license, permit, contract, or entitlement for use or the anticipated date of any County Board or Commission consideration or action related to this license, permit, contract, or entitlement for use?

YES ☐

NO ☐

If yes, please identify the County Officer(s) and the amount of the contribution(s):

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$500 to any County Officer in the twelve (12) months following any County Board or Commission consideration or action related to this license, permit, contract, or entitlement for use?

YES ☐

NO ☐



If yes, please identify the County Officer(s) and the amount of the anticipated contribution(s):

Answering yes to either of the two questions above does not preclude San Joaquin County from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified County Officers from participating in consideration of and in taking any actions related to the license, permit, contract, or entitlement for use.

Please accurately complete and sign this form, under the penalty of perjury:

(Date) (Printed Name/Title of Authorized Representative)

(Name of business/legal entity)

(Signature) (Type of Transaction - e.g. contract, permit, or license)

You must submit a new statement if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement for use is being considered and is pending. Submit the completed form with the contract, license, permit, or other entitlement for use being considered by the County on the date the proceeding is initiated (e.g. the date the permit application is filed).



Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is competitively bid, a labor contract, or a personal employment contract, as defined by Government Code Section 84308.	<u>FPPC Reg 18438.2(a)</u>
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, contract, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, contract, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)



Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract,	FPPC Reg 18438.2(a)(3)(C)-(D)
License, permit, or other entitlement for use	All business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts, and all franchises.	Gov. Code 84308(a)(5)(A)
Officer	Any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elected office in an agency, other than a city attorney or county counsel providing legal advice to the agency who does not have the authority to make a final decision in the proceeding.	Gov. Code 84308(a)(4)

A **party** to a proceeding before an agency involving a license, permit, contract, or other entitlement for use **shall disclose on the record of the proceeding** any contribution in an amount of more than five hundred dollars (\$500) made within the preceding 12 months by the party or the party's agent.

A **party, or agent to a party**, to a proceeding involving a license, permit, contract, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding **shall not make a contribution** of more than five hundred dollars (\$500) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding. (Gov. Code Section 84308.)