

AGREEMENT NO. _____
AGREEMENT BETWEEN YOLO COUNTY AND AMERESCO, INC.
FOR MANAGEMENT OF THE LANDFILL GAS-TO-ELECTRICITY AT YOLO
COUNTY CENTRAL LANDFILL

THIS AGREEMENT ("Agreement") is made and entered into this **21st** day of March, 2023 by and between the County of Yolo, a political subdivision of the State of California ("County") and Ameresco, Inc., a Delaware corporation ("Contractor").

WITNESSETH

WHEREAS, County entered into a purchase and sale agreement with NEO Yolo LLC on 23rd of February 2016 to acquire the landfill gas to electrical power generation facility ("Facility") at the Yolo County Central Landfill;

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services; and

WHEREAS, County circulated a request for proposal dated December 1, 2022 seeking a qualified and experienced contractor to manage and operate the Facility at the Yolo County Central Landfill, attached hereto as Exhibit A; and

WHEREAS, in response to this request, County received a response from Contractor, attached hereto as Exhibit B, and, following careful review of this responses and discussions with Contractor references, County has determined that Contractor is the business best qualified to properly perform the services required by this Agreement; and

WHEREAS, Contractor represented to County that it has: (1) the necessary training, experience, expertise, competency, and technical skills to perform the necessary services; (2) a demonstrated understanding of County's needs and an ability to provide the necessary services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues and conditions; (3) a proven record of effectively and efficiently providing similar services to public agencies; and

WHEREAS, Contractor also represents and warrants that it has sufficient and requisite training, experience, expertise, competence, personnel, education, licenses and permits, equipment, and knowledge to perform this work; and

WHEREAS, Contractor is ready, willing and able to perform the services required of Contractor by this Agreement.

NOW, THEREFORE, the County and Contractor agree to the following:

I. BASIC SERVICES

Contractor shall furnish and perform, in accordance with the terms of this Agreement, the professional services as set forth in Exhibit A, Section C (Scope of Work) ("Services"). The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A
Exhibit B
Exhibit C

RFP
Proposal Excerpt
Pricing

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. ADDITIONAL SERVICES

Additional services, which could not be reasonably anticipated by Contractor in submitting its Proposal, as determined by the County Director (defined in Section XII of this Agreement), but which are necessary to the proper provision of the services set forth in Article I above, may be provided by Contractor, if authorized in advance in writing by the Director or the County Director's designee.

Additional services may include but are not limited to the following:

1. Procurement and replacement of the filters on knock-out tanks 1-3
2. Procurement and replacement of radiator and other fan belts
3. Procurement of lubricants for motors and radiators
4. High voltage inspection of switchgear and relays
5. Inspection of batteries and transformers
6. Annual service and repair of compressed air systems
7. Inspection and repair of blower systems

III. MATERIAL HANDLING

County shall assume the responsibility of placing all orders for the Facility. Contractor will work collaboratively with the designated County representative in making the determination of what materials and service should be procured. Contractor shall not be responsible for the quality of items ordered but will provide confirmation that the items received match items ordered. Should discrepancies occur, Contractor will notify County of said discrepancies. The County maintains ownership of any materials procured by the County.

IV. COMPENSATION AND REIMBURSEMENT OF EXPENSES

County shall pay Contractor for the Services provided under this Agreement at the pricing as detailed in Exhibit C of this Agreement. Payment shall be made in accordance with Section V so long as the Services are provided in accordance with the terms and conditions of this Agreement.

- A. The maximum fee for the tasks set forth in Article I shall not exceed \$1,125,000 (Basic Services). The maximum fee for any additional services set forth in Article II (Reimbursable Expenses) shall not exceed \$650,000. The maximum compensation may only be increased by the County Board of Supervisors.

V. METHOD OF PAYMENT

- A. Contractor shall submit an invoice for Services on a no more frequent than monthly basis. The pricing on Exhibit C shall be invoiced monthly to include: Base Management Fee and actual Reimbursable Expenses incurred. The invoice shall include a brief description of the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth hour, the dates each person(s) performed the service, the rate charged per hour for each person providing the service, and an itemization of the actual expenses for which reimbursement is requested including copies of receipts, and an updated summary of all in-progress services that lists the total authorized

budget, amount spent-to-date, and remaining budget. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Invoices for Work Billed on a Time and Material Basis. When billing for Services on a time and material basis, Contractor shall additionally provide accurate documentation reflecting the time worked per individual and the materials utilized.

C. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the County Director shall either authorize payment or advise Contractor in writing of any concerns that the County Director has with the invoice or any need for further documentation.

D. Within thirty (30) calendar days of County Director's authorization of an invoice for payment, County shall pay Contractor.

VI. TERM AND TERMINATION

A. Term

The term of this Agreement shall be from the July 1, 2023 to June 30, 2026, unless otherwise terminated in accordance with the provisions of this Agreement. The Director may elect, at its sole option, to extend the term of this Agreement for no more than two years upon the same terms and conditions as set forth herein with the exception that Contractor hourly rate schedule may be renegotiated. To exercise this option, the County must notify Contractor no later than December 31, 2025 of this election.

B. Termination for Cause

If either party fails to perform any part of this Agreement, the other party may notify the defaulting party of the default and the defaulting party shall remedy the default as soon as practicable. If the defaulting party fails to remedy such default or effects of such default within thirty (30) days of issuance of written notice of default, then, in addition to any other remedy that the non-defaulting party may have, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. Termination for Convenience

Either party may terminate this Agreement at any time by giving written notice to the other party at least one hundred and eighty (180) calendar days in advance of the effective date of such termination. Termination of this Agreement in the manner herein provided shall be effective for all purposes except as to obligations incurred prior to the effective date thereof.

Upon cancellation of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents, files, and reports related to or prepared under this Agreement, whether complete or incomplete.

VII. CONFIDENTIALITY

Confidential information which relates to activities under this Agreement shall not be disclosed by the Contractor to any third party without the express written consent of the County Director.

VIII. STANDARDS

Contractor shall perform the services in a safe, prudent, and careful manner consistent with the requirements of law and the standards of the industry in which Contractor is engaged. In the event, of a conflict between the requirements of law and industry standards, the requirements of law shall control the manner in which the services required of Contractor by this Agreement are performed.

IX. NO ASSIGNMENT OR SUBCONTRACTING

- A.** No performance of this Agreement or any portion thereof may be assigned or subcontracted by Contractor, except as noted by Contractor in Exhibit B.
- B.** Contractor shall be responsible for the performance of its selected subcontractors. Failure of a subcontracting Contractor to perform the required services in accordance with the terms and conditions of this Agreement shall be construed as a failure to perform on the part of the Contractor.

X. RECORDS RETENTION

- A.** Contractor shall maintain all records associated with Contractor's services under this Agreement throughout the term of the Agreement and a period of at least four years after the Agreement expires or is terminated. Contractor shall not be liable or required to maintain any data with respect to the project's operations prior to the effective date of this Agreement unless the County provides such data to Contractor after execution of this Agreement. The Contractor should be aware that, while the County attempts to back-up data files regularly, the County may need to recover data for the entire project should the County's data be destroyed by fire, flood, vandalism, or other unforeseen occurrence.
- B.** The County at any time during the Agreement or the four-year period following the expiration or termination of the Agreement, shall have access to Contractor files and data for this project, provided that such access is during normal business hours, and provided that reasonable advance notice is given to the Contractor in order to compile the required files and data.
- C.** At least thirty (30) calendar days prior to any destruction of County records following the four years, Contractor shall notify the County Director. Upon such notification, the County shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

XI. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Director who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Director shall be final unless within thirty (30) days from the date such copy is mailed to Contractor; Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this Section, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Director's decision. The decision of the County Board of Supervisors on the appeal shall be final for the purposes of exhaustion of administrative remedies.

XII. PROJECT DIRECTOR

The Project Director shall be the County Director of Community Services Department, or designee ("County Director"). The County Director shall represent the County in all matters pertaining to the services to be rendered under this Agreement, except, when approval is specifically required by the County Board of Supervisors.

XIII. INDEMNIFICATION

To the extent allowed by law, Contractor shall indemnify, defend and hold harmless the County of Yolo, its elected representatives, officers, agents, employees and volunteers from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) asserted by third parties against County for personal injury or property damage to the extent caused by:

- A.** Any negligent act, error or omission of Contractor, its representatives, officers, agents, employees or subcontractors in performing the services, responsibilities or duties required of Contractor by this Agreement; or
- B.** Any failure to comply with applicable law related, directly or indirectly, to the Services, responsibilities or duties required of Contractor by this Agreement.

In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel. The provisions of this Section shall survive the termination or expiration of this Agreement. In no event, however, shall Contractor be obligated to indemnify any party under this Section XIII to the extent that any such injury or damage is caused by the sole negligence or willful misconduct of County or any entity for which County is legally responsible.

XIV. FORCE MAJEURE

Contractor shall not be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure.

If either Party shall rely on the occurrence of a Force Majeure as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition will (i) promptly notify the other Party; (ii) exercise commercially reasonable efforts to continue to perform its obligations hereunder; (iii) take action within its reasonable control to correct or cure the Force Majeure; and (iv) exercise all commercially reasonable efforts to mitigate damages to the other Party to the extent such action will not adversely affect its own interests.

"Force Majeure" means any act or event that delays or prevents Contractor from performing its obligations under this Agreement or otherwise complying with the terms under this Agreement if such act or event (or effect of such event) is beyond the reasonable control of Contractor and could not have been avoided by Contractor's exercise of due diligence or reasonable efforts and such event is not due to the negligence or intentional misconduct of Contractor or its employees or agents, provided that such events (or the effects of such events) could not have been avoided and subject to notice requirements and Contractor's duty to mitigate through the most economical means practical, including, without limitation: acts of God or the elements; explosion; fire; severe and unusual weather conditions; unavailability of materials; transportation delays; breakage or accident to machinery; failure of machinery or equipment due to manufacturing or other hidden defects; partial or entire disruption/failure of fuel for the Facility; interruptions in supply of any utilities; provision of fuel that is not compliant with the specifications and standards for the Facility; epidemic; riot; acts or threats of terrorism; landslide; mudslide; sabotage; lightning; earthquake; flood or other cataclysmic event; an act of public enemy; war; armed conflict; blockade; civil disturbance, insurrection or unrest; riot; strike or other labor issue/difficulty (suffered by either Party or a third party); legislation, orders, regulation or any other act or failure to act of any Government Authority; changes in applicable Law or permits; restraint or restriction imposed by Law; actions or inactions of County or other third party; or issues or damage related to any fire system or fire alarm system (including without limitation fire systems at the building in which the Facility is located).

XV. Environmental Liability

Contractor and County acknowledge that there is potential existing contamination and Hazardous Materials and environmental liabilities at the Facility and the site on which it is located, the extent of

which is not known or expected to be known as of the execution of this Agreement. Due to the fact that the extent of the presence of Hazardous Materials and contamination has not been fully identified, as a condition to Contractor's execution of this Agreement, the County agrees to indemnify Contractor as follows:

Contractor shall have no liability for, and County agrees to indemnify, defend and hold Contractor, its affiliates, officers, directors, employees, contractors, and subcontractors ("Contractor Indemnified Party") harmless against and from any and all damages, losses, liabilities, claims, litigation, demands, proceedings, judgments, or suits of any kind or of any nature whatsoever, including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, and expenses of attorneys and expert witnesses of any kind or nature whatsoever, which may at any time be imposed upon, incurred by, or asserted or awarded against any Contractor Indemnified Party arising out of or relating to the presence (or alleged presence) or the release of Hazardous Materials, or the pollution or contamination, of, on, from, under or affecting the Facility or the site on which such Facility is located without regard to the source and without regard to the negligence of any party and specifically without regard to whether the presence, release or contamination is caused in whole or in part by the negligence or other fault of any Contractor Indemnified Party, except to the extent any such release or contamination is proven in a court of law to be directly caused by the negligence or willful misconduct of the Contractor Indemnified Party and unrelated to any pre-existing site conditions. County and Contractor hereby agree and acknowledge that there shall be a rebuttable presumption that the presence of Hazardous Materials and/or contamination was present on the Facility site prior to the commencement of Contractor's work and Contractor's liability and obligations with respect to any release or contamination shall be limited only to that which can be proven in a court of law to be directly caused by the negligence or willful misconduct of Contractor.

"Hazardous Materials" shall mean any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste material, raw material, chemical, finished product, byproduct, or any other material or article, that is defined, listed or regulated or as to which liability could be imposed, under applicable law as a "hazardous" or "toxic" substance or waste or material, or as a "pollutant" or contaminant," (or words of similar meaning or import) or is otherwise listed or regulated, or as to which liability could be imposed, under applicable laws; including without limitation, petroleum products, petroleum derived substances, radioactive materials, asbestos, asbestos containing materials, polychlorinated biphenyls, urea formaldehyde foam insulation, and lead-containing paints or coatings, including without limitation any "hazardous substance" or "petroleum" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 U.S.C. §§ 2601 et seq.) and in the regulations adopted, published, and promulgated pursuant thereto, or in any other Laws. The County's indemnification obligation hereunder shall survive termination of this Agreement and shall extend to claims occurring after termination of this Agreement.

XVI. Waiver of Consequential Damage.

Except in connection with a party's obligation to indemnify the other party under this Agreement, notwithstanding anything in this Agreement to the contrary, neither Party nor its respective officers, directors, trustees, agents, employees, parent, subsidiaries or affiliates or their affiliates' officers, directors, agents or employees shall be liable, irrespective of whether such claim of liability is based upon breach of warranty, tort, (including negligence, whether of any of the Parties to this Agreement or others), strict liability, contract, operation of law or otherwise, to any other Party, or its affiliates, officers, directors, agents, employees, successors or assigns, or their respective insureds, for incidental, delay, punitive or consequential damages connected with, related to or arising from performance or non-performance of this Agreement, or any action or inaction in connection therewith including claims in the nature of lost revenues, income or profits (other than payments expressly required and due under this Agreement) and increased expense of, curtailment, reduction in or loss of

power generation production or equipment used therefor. This Section XVI shall survive the termination of this Agreement.

XVII. Limitation of Liability

Except in the case of gross negligence or willful misconduct, in no circumstances, shall the aggregate liability of CONTRACTOR under this Agreement in any contract year (whether based on negligence, breach of contract or otherwise) arising out of or in connection with the performance of CONTRACTOR of its obligations under this Agreement (including without limitation payment of any liquidated damages) exceed an amount equal to the payments for Services for that contract year plus the proceeds from any insurance required to be obtained by CONTRACTOR hereunder. The limitations set forth in this Section XVII shall not apply to the indemnification obligations of the CONTRACTOR set forth in Section XIII of this Agreement. This Section XVII shall survive the termination of this Agreement.

XVIII. INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)
 - c. **Professional Liability/Errors and Omissions** – \$1,000,000/claim and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or

excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement. Contractor hereby informs the County of the following limits: GL/WC \$100,000, E&O \$500,000.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by

that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIX. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XX. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

- C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. NO ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreement not incorporated herein, shall be binding on any of the parties hereto.

XXII. APPLICABLE LAWS; PREVAILING WAGE

- A. In the performance of the services required by this Agreement, Contractor shall fully comply with all applicable Federal, State, and local laws, ordinances and regulations, including all laws, ordinances and regulations related, either directly or indirectly, to the collection, transportation and disposal of hazardous waste.
- B. Contractor shall fully comply with all permit requirements with respect to the project that are provided to Contractor by County. Fully executed copies of said permits shall be provided to the County Director and the County Director shall promptly notify Contractor of any permit modifications.
- C. Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services involve an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1. If total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations and related bonding requirements. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor-caused delay and shall not be compensable by the County.

2. The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate in excess of the prevailing wage rate set forth at the time of executing the Agreement. The possibility of wage increases is one of the

elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

- D. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State Court located in Woodland, California.

XXIII. DISCRIMINATION

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental disability in accordance with all County, State and Federal laws or administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental disability include but are not limited to the following: denying any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants in this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services on the basis of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental disability of the participants to be served.

XXIV. NOTICE

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

CONTRACTOR: Nathan Hall, Senior Vice President
111 Speen Street
Framingham, MA 01701

COUNTY: Director, Integrated Waste Management Division
Yolo County Department of Community Services,
44090 County Rd. 28H
Woodland, CA 95695

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To Contractor: 508-598-4374

To County: 530-666-8853

- C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following

deposit in the mail if sent by first class mail.

XXV. CONFLICT OF INTEREST

- A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C.** Contractor agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

XXVI. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, County shall have the right to cancel this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXVII. WAIVER

The waiver by either party or any of its officers, agents or employees or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXVIII. AUTHORIZED REPRESENTATIVE

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. Each person executing this Agreement on behalf of Contractor and County understands that the other party is relying on this representation in entering into this Agreement.


XXIX. ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, shall constitute the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

CONTRACTOR

COUNTY OF YOLO

By: 
Name: Nathan Hall
Title: Sr. VP - Asset Ops

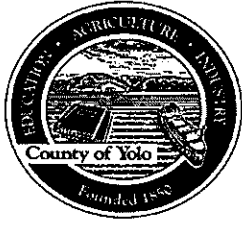
By: _____
Oscar Villegas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Clerk
Board of Supervisors

By: _____
Clerk of the Board

Approved as to Form:
Kimberly Hood, Assistant County Counsel





COUNTY OF YOLO

Procurement Division

Notice of Request for Proposals (RFP)
For
Management of Landfill Gas to Electricity Facility

Proposal Responses Due:
December 16, 2022 10 am (PST)

Department of Community Services
Division of Integrated Waste Management
44090 County Road 28H
Woodland, CA 95776

RFP Coordinator: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

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Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Questionnaire & Experience
Exhibit "C"	Proposal Cost Worksheet
Exhibit "D"	Response Content & Checklist
Exhibit "E"	Previous Customer References
Exhibit "F"	Signature Page
Exhibit "G"	Non-Collusion Non-Conflict of Interest Statement
Exhibit "H"	Exceptions to Agreement

Attachments:

Attachment 1	County Insurance Requirements
Attachment 2	Equipment List
Attachment 3	Compensation Form
Attachment 4	Existing engine and flare air permits
Attachment 5	Sample Agreement
Attachment 6 (a) & (b)	Sample Performance and Payment Bonds

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo County Department of Community Services, Division of Integrated Waste Management (DIWM) is seeking a qualified and experienced contractor to manage and operate the landfill gas to electricity facility at the Yolo County Central Landfill per the scope of work outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1. a. Supplier, Vendor, Contractor
- b. Purchase Order, Contract, Agreement
- c. Services, Work, Scope, and Project
- d. Bidder, Offeror, Proposer

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1) Background Information

Yolo County owns the landfill gas to electrical facility (Facility) at the Yolo County Central Landfill. Yolo County is requesting experienced and qualified contractors to submit qualifications package and a quote for the management and operation of the facility for a three (3) year term.

This proposal covers the management and operation of the Facility only. Yolo County will continue to operate the landfill gas collection system to supply gas to the engines for electrical generation and will be responsible for maintenance and repairs need for the Facility or Facility equipment unless County requests additional services from Contractor.

While the County anticipates performing the maintenance and repairs necessary to operate the Facility, Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). To the extent the scope of operations includes tasks performed as part of an applicable "public works" or "maintenance" project or is expanded to include additional "public works" or "maintenance" projects or services, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Accordingly, as required by the Prevailing Wage Laws, including the Public Works Contractor Registration Law [SB 854], Contractor and Subcontractors who intend to bid or perform work at the Facility must be registered with the Department of Industrial Relations. Contractor is also advised that if such additional public works or maintenance services are required, payment and performance bonds will also be required in the forms provided as Attachment 6 prior to commencement of any such services.

The list of equipment for operation is listed in (Attachment 2-Equipment list). Yolo County will assume all expenses related to the operations either purchased directly by Yolo County or to be reimbursed to the proposer for expense incurred and approved by the County, except for the personnel and personal protection equipment (PPE) required that shall be provided by the proposer.

After project award within two weeks, the proposer shall review the existing listed equipment (Attachment 2-Equipment list) and develop detailed recommended repairs and maintenance with corresponding schedules and power outages schedule.

In addition to listing the experience of operating similar facilities, the proposing contractor should provide in detail a history of the proposer's experience and operating knowledge of the listed equipment including the location of those facilities with similar equipment. It is recommended that the proposing contractor highlight the facilities closest to Yolo County and how that would benefit Yolo County. Also, the local Caterpillar dealer is Holt Power and the proposing company should explain any relationship that they have with Holt Power and how that may benefit Yolo County.

2) Scope of Work

Contractor will provide all personnel, labor, equipment, PPE, consumables, and parts necessary to manage and operate the plant and equipment at the Landfill site; provided that, Contractor will consult with and obtain the County's approval prior to acquiring equipment, consumables, parts or vendor services necessary for the Services and the County shall at its option, order such materials directly or reimburse Contractor for costs associated with such materials and services in accordance with Attachment D. Contractor will provide management of facility to ensure continuous operation of the facility and satisfy the regulatory requirements by local, state, and federal regulatory agencies.

- a. Services will include management and coordination of maintenance and repairs (major and minor overhauls, and labor and supplies for all project components) with the County or the County's contractors; provided, however, that County (not Contractor) or its designated contractors will be responsible for completing the necessary repairs and maintenance. Under normal operating conditions, the facility will be staffed at a minimum Monday through Friday – with the exception of mutually agreed upon holidays (New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas Day) – during regular business hours. Operation is expected 24/7, however it is not expected that the Facility will be staffed around the clock. The Contractor should provide an on-call operator at ALL times the Facility is operating unmanned to ensure any events that could hinder optimum Facility generation output are addressed in a timely manner.
- b. The County will continue to oversee the operation of the wellfield and gas collection system including future system expansions to maximize gas collection from the landfill site and maintain compliance with all of its permits, including New Source Performance Standard (NSPS). At the County's request, Contractor can provide well-field expertise to assist in tuning the LFG collection system to optimize collection of gas from the landfill while minimizing odors and gas migration.
- c. The County will be responsible for routine and all major and minor repairs and maintenance to the Facility. The County will also be responsible for material, shipping and labor subcontractor costs required to complete all such repairs and maintenance. County will coordinate with the Contractor regarding scheduled major and routine repairs. County will work to ensure that during repairs Facility downtime is minimized to the greatest extent possible.

3) Contractor Minimum Work Responsibilities**a. Contractor General Responsibilities:**

- i. Contractor to manage and operate the Facility in a safe and responsible manner that shall not endanger personnel or Equipment;
- ii. Contractor's operator shall be on site a minimum of 40 hours per week
- iii. Contractor's operator shall notify the County and assist in scheduling and managing preventive and normal maintenance required by all manufacturer's instructions or recommendations and good engineering practice, and other preventive maintenance and unplanned maintenance; provided, however that the actual maintenance or repair work will be performed by County or County's contractors unless the County specifically requests such additional services from Contractor in writing, which additional services may be subject to Prevailing Wage Laws and bonding requirements.
- iv. Contractor's operator will operate the Facility in accordance with good engineering practice, manufacturer's recommendations, all applicable laws, regulations, and all government authorizations.
- v. Contractor's operator will coordinate with the County to schedule with other vendors for major and routine repairs. Contractor will work to ensure that during repairs, Facility downtime is minimized to the greatest extent possible and will notify County and Sacramento Municipal Utility District (SMUD) as listed in table below:

Power Plant Event	County and Contractor Notification Method	SMUD Notification and the Required Time
Scheduling for power production every two weeks	Contractor's operator will notify SMUD after discussing with County by email at least 2 days prior to the two weeks notification for SMUD power scheduling.	Contractor will email SMUD and Yolo County at least two days prior to due date of power scheduling.
Schedules Preventive Maintenance (PM) for engines and any other maintenance that will impact power generation	Contractor's operator will notify the County by phone and email at least a month in advance of scheduled PM work	Contractor will notify SMUD at least one week prior to scheduled PM work that will require power outage or reduced power production
Emergency shut down	Contractor's operator will notify SMUD (Real Time Scheduling) and County immediately. Contractor's operator will estimate how many hours the plant will be down for. SMUD's Real Time Scheduling will need to know when power will come back on-line. To schedule for one hour block of time SMUD needs to know the schedule for the next two hours.	Contractor will update the power production spreadsheet schedule and will email to SMUD and Yolo County for the Day Ahead Trading.
Forced PG&E Outage	Contractor's operator will notify County and SMUD by phone and email immediately.	Contractor will update the power production spreadsheet schedule and will send to SMUD and Yolo County for the Day Ahead Trading.

- vi. Contractor's management and operation of the Facility shall be in compliance with Federal, State and local laws and regulations;
- vii. Contractor's operator shall maintain inspection logs, noting any abnormal operating conditions, make adjustments and coordinate repairs in accordance with manufacturer's guidelines and recommendations;
- viii. All management and operations by the Contractor shall be in conformance with prudent industry practice;
- ix. Contractor will coordinate with the County to ensure that maintenance work performed by third party contractors are performed in accordance with the Manufacturer's maintenance guidelines and recommendations and in manner to minimize impacts on landfill operations. Service intervals shall be adjusted as required to endeavor to maintain the expected system performance levels.
- x. Contractor's operator will maintain a clean plant environment free of debris;
- xi. Contractor's operator will notify the County daily (record and report by email) of any observed abnormal LFG quality (monitored from time to time using the plant's existing Landtec GEM

5000) or quantity changes that would affect the plant operation and well as monitor engine emissions (County provides gas emissions monitoring equipment for CO, SOx, and NOx) as stated in the Yolo-Solano Air Quality Management District (YSAQMD) permits for engines and flare (see Attachment 4- Existing engine and flare air permit).

- xii. Contractor shall coordinate with the County regarding all of the work related to source testing of engines and flare and gas flow meter calibration. County shall be responsible for contractor and paying for all source tests.

4) Contractor Minimum Equipment Responsibilities

- a. Generator Sets- Contractor shall operate and coordinate with County maintenance schedule of the generator sets, switchgear and associated equipment to provide maximum electrical power output subject to actual site, plant equipment and operating conditions. Complete daily operational checks, logs and record data for plant operation and regulatory compliance.
- b. Blower/Compressors/Flare- Contractor shall operate and coordinate with County any required repairs on the blowers, compressors, flare and associated equipment to regulate the vacuum exerted on the LFG collection system. Inspect and in coordination with County schedule preventative maintenance to the instrument air compressor system, blowers, and flare.
- c. Chillers/Heat Exchangers- Contractor shall perform daily inspections of equipment, note any abnormal operating conditions, and make adjustments in accordance with manufacturer's guidelines.
- d. Electrical System- Contractor shall operate plant electrical system in accordance with manufacturer's guidelines. Schedule and coordinate with County periodic repair/replacement of motor starter as required. All testing shall be performed in accordance with standard procedures including the following: International Electrical Testing Association (NETA), National Electrical Code (NEC), NFPA70BElectrical Equipment Maintenance, IEEE, National Electrical Manufacturers Association (NEMA).
- e. Condensate Management- Contractor shall inspect, adjust, and coordinate with County the maintenance of all pumps, level controls, sight glasses, pipes, drains and slopes of pipes and drains at the plant (for clarity, Contractor shall not be responsible for any operation or maintenance of the well field);
- f. Building and Site Maintenance-The County will be responsible for costs and scheduling of trash removal, landscape maintenance, building maintenance, housekeeping and repairs. County shall maintain a clean, weather tight, and adequately lighted building as well as vegetation removal to insure access and clearance around fans, and radiators or other equipment for proper operation. Contractor will be responsible for maintaining a clean work area within the Facility.
- g. Meters-Contractor shall inspect and coordinate with County regarding the calibration of all gas flow meters and ensure accurate readings and measurements. Use the plant Landtec GEM 5000 in accordance with manufacturer's guidelines, re-supply calibration/zero gas as necessary to provide calibration runs at least every 48 hours; County will provide equipment for engine emissions testing as require by YSAQMD as listed in permits.
- h. Contractor shall provide other tasks that are requested by the County and agreed to in writing by Contractor.
- i. Purchasing. County will assume the duties of purchasing, invoicing, accounting, and budgeting with the input and assistance of Contractor. Any equipment, materials or subcontractors purchased or engaged directly by Contractor at the request of the County shall be invoiced at costs plus maximum of 15% markup and provide backup receipt for all such services.

5) OTHER CONTRACTOR'S RESPONSIBILITIES:

Contractor shall:

- a. Be Yolo County's liaison regarding major overhaul work to minimize all costs for sub-contract labor and parts suppliers. This includes all maintenance work associated with decoking, top and bottom end overhauls and the generator servicing.

- b. Establish clear understanding and list of work to be covered under routine management and operations services and work that is considered non-routine operations services.
- c. Take oil samples for testing and review reports and notify County of any irregularity of reports.
- d. Keep good records of services performed and check invoices against actual work performed for County prior to County making payment.
- e. Achieve, at least a 90% facility on-line average.
- f. Generate at least 95% of total peak electrical power, 85% of the time.
- g. Communicate gas quality and quantities issues effectively with Yolo County so that the facility can be operated at 100% capacity.
- h. Minimize equipment shutdowns and downtime at all times and specifically during non-manned hours.
- i. Utilize existing contract agreements with Caterpillar distributor to reduce maintenance and operational costs and expedite any part shipments to repair or maintain the existing equipment. Identify and discuss your relationships with equipment dealers and parts supplier in your proposal.
- j. Operate the facility equipment consistent with all industry standards and regulatory agency requirements for environmental compliance.
- k. Maintain and calibrate all landfill gas monitoring and flow measuring equipment to ensure accurate combustion records of the landfill gas.

6) VENDOR MINIMUM REQUIREMENTS:

Contractor shall have:

- a. Experience providing management and operation services for landfill gas to energy facilities in similar size to Yolo County (2 to 3 Megawatts).
- b. Experience providing management and operation services to at least five other projects for the last five years.
- c. The ability to meet the minimum insurance requirements detailed in the attached Sample Agreement (Attachment 4).
- d. The ability to execute the attached Sample Agreement (Exhibit 5).
- e. Registration with the Department of Industrial Relations and the ability to comply with the Prevailing Wage Laws and bonding requirements to the extent the work is for public works or maintenance projects subject to such requirements.
- f. The ability to provide operation of this equipment will be on a 24-hour, seven days per week schedule. The Facility shall be manned during normal working hours, Monday through Friday, with enough staff to respond to any upset or shutdown of the Facility. The proposer shall provide a qualified operator for a

minimum of 6 hours per day for the 5 days per week. Additional backup technical support shall be available as needed. The proposer will also be responsible for call outs. Proposer's local employees should reside within one-hour drive time of the plant location to handle emergencies.

- g. County Obligations: The County shall ensure that the Facility is prepared in a manner that allows Contractor to occupy and fulfill its obligations under this Agreement. County shall provide Contractor with office space, specialty tools, and access to the existing computer maintenance management system, spare parts, materials and equipment necessary to coordinate the required management and operation of the Facility. Contractor shall recommend to County (i) which parts, materials, specialty tools and equipment are necessary or desirable related to performance of the Services and (ii) any additional services and work deemed necessary or desirable for the efficient and safe operation of the plant. County shall provide Contractor with software and licenses which are compatible with Contractor's monitoring requirements hereunder. Any additional information needed (filings, contracts, warranties, etc.) not specifically required in this Agreement, but needed for Contractor to perform shall not unreasonably be withheld.
- h. Contractor shall not be liable or responsible for non-performance of its obligations or the terms under this Agreement and shall not be deemed in breach under this Agreement to the extent such non- performance is due to County's delay or failure to approve or obtain equipment, tools, parts or materials or additional work requested and recommended by Contractor for the Services or deemed necessary by Contractor for the safe operation of the plant or equipment. Contractor shall have the right to terminate this Agreement upon written notice to County if Contractor reasonably deems the plant unsafe for operation and the County has failed to take steps to remedy such conditions within ten (10) business days after receiving notice from Contractor of such conditions. Contractor shall not be liable or responsible for any services performed by subcontractors of the County.
- i. Permits and Licenses. County shall be responsible for (i) paying all government fees; and (ii) securing and maintaining all permits, licenses and inspections (and making all payments for such permits, licenses and inspections), necessary for the proper commissioning and ongoing commercial operation of the facility.
- j. Subcontracts. Contractor may enter into subcontracts for any of the Services; provided, that (a) Contractor shall only subcontract to persons and entities that are licensed (if applicable), insured and qualified to perform the Services requested, (b) Contractor will provide notice and obtain County's prior written approval, which shall not be unreasonably withheld, of any subcontractors engaged by Contractor to County prior to any subcontractor providing any such Services if the Subcontract value is over \$10,000, and (c) any such subcontracts do not reduce or otherwise modify Contractor's obligations hereunder.

7) **AWARDED CONTRACTOR REQUIREMENT:**

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment "1," Yolo County Insurance Requirements.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of three (3) years.

D. **PROPOSAL DEADLINE**

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

E. **SUBMITTING PROPOSALS**

The required method of submitting your proposal is electronically through BidSync.

The proposal shall not exceed the equivalent of twenty (20), 8½" x 11" sheets of paper excluding the cover sheet, table of contents, index sheets, and Training & Certification of Contractor. Cover letters will be counted as part of the 40 sheets. Brief resumes may need to be submitted to keep the proposals within this page limit.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

F. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

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II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	12/01/2022	
2	Deadline for Written Comments Posted	12/7/2022	5 pm (PST)
3	County Issues Responses to Written Comments	12/9/2022	5 pm (PST)
4	Deadline Proposal Due	12/16/2022	10 am (PST)
5	County Completes Evaluations	12/28/2022	
6	Negotiate with selected contractor	1/4/23-1/11/23	
7	Contractor signs Agreement to BOS for approval	1/25/23	
8	Contractor starts work	7/1/23	

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III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

County of Yolo Procurement
Karen Kawelmacher
Phone: (530)-666-8073
Karen.Kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Not with standing the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment "1" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County will evaluate the proposals as described below.

The Director shall designate the evaluation committee. The committee will consist of representatives of the Yolo County Division of Integrated Waste Management, and/or outside landfill gas to electricity experts.

The proposals will be opened and checked to ensure that each complies with the requirements of this RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.

The selection will consist of evaluating each proposal using the criteria in section Q below. The evaluation committee will rank the contractor based on qualifications. The Director will then begin negotiating with the top ranked firm to obtain an agreed upon exact scope of work, fee, and contract terms. If the Director and the top ranked firm cannot come to a mutually agreed upon work scope, fee and contract terms, then the proposal will be rejected. The Director will then begin negotiations with the second ranked firm, and so on until a Contractor is selected.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- At least five years' experience providing similar services to five other landfill gas to electricity facilities of the same size. **30 points**
- Demonstrated ability to keep costs within project budgets. **20 points**
- Information obtained from the proposer's references regarding similar work performed. **15 points**
- Qualifications of individuals within the proposer's organization directly responsible for the work. **15 points**
- Adequacy of proposer's staff to perform the work. **10 points**
- Demonstrated ability to work effectively with other public agencies and related parties. **10 points**

Proposer's cost proposal will be considered in the final selection; however, only after the final candidates have been identified.

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

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IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION

All prices are firm for a period of one (1) year from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extension. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order

number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;

- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
 Yolo County Department of Financial Services
 625 Court St., Ste. 103
 Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

IV. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

- Exhibit "A" Proposal Transmittal Letter
- Exhibit "B" Proposal Questionnaire & Experience
- Exhibit "C" Proposal Cost Worksheet
- Exhibit "D" Response Content & Checklist
- Exhibit "E" Previous Customer References
- Exhibit "F" Signature Page
- Exhibit "G" Non-Collusion Non-Conflict of Interest Statement
- Exhibit "H" Exceptions to Agreement

C. PROPOSAL FORMAT AND CONTENT

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Exhibit Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.
4. All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable.

Attachment 1
SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

- b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same

requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

- E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Attachment 2
Landfill Gas to Electricity Facility Equipment List

Gas Skid:

1. Seven stage 60 Hp. HSI Centrifugal Blower. Model #607-0-7-GD. Driven by a 100 Hp. 405 TS Frame Motor.
2. Smithco Gas Cooler Serial #2014E3171A 4000 SCFM. Driven by a 20 Hp. motor
3. Flare Blower Two stage Hoffman Serial # M085180 Driven by a 40 Hp. Motor.

Prime Movers:

1. 2 CAT 3516D internal combustion engines
2. 2 Kato 920 kW 4160v generator. Serial #'s 5ZA00695 and 5ZA00689. Two Westinghouse Type DS-206S 800A breakers.
3. 2 Amercool Horizontal heat exchangers Model F18-120-1
4. 3 CAT G399 internal combustion engines
5. 2 Kato 620 kW 480v generators. Serial #'s 86939-4 and 84390-9
6. 1 Amercool Horizontal heat exchangers Model F18-120-1
7. 2 Smithco radiators. Aftercooler and Jacket water for unit 4.

Switch Gear:

1. Two Cutler Hammer MCC. 600A 480v Model SMP-32338.
2. Two GE Power Vac Breakers. Type VB1 4.16-250-3 Serial #'s 0360A4575-001-01 and 0360A4261-001-02.
3. Sunbelt 3750 kVA Transformer 12,470-480/277
4. Sunbelt 3000 kVA Transformer 12,470-4,160/2,400
5. Three (3) Transformers 75 kVA
6. 12kV main breaker

Protective Relays:

- | | |
|----------------------|------------------|
| 1. Beckwith Electric | Model M3420 2ea |
| 2. Schweitzer | SEL-300G 2ea |
| 3. Beckwith Electric | Model M3410A 2ea |
| 4. Beckwith Electric | Model M-420 2e |
| 5. Basler | Model BE1-11G |

Auxiliary Equipment:

1. Ingersoll Rand air compressor Model 30T
2. Ingersoll Rand air compressor Model SSR-UP6-20-125 Serial # PX6596U06068
3. Two oil tanks 750 gallons.
4. Two oil tanks 500 gallons.
5. Two Sens 24v battery chargers
6. Two MSC 24v battery charges

Attachment 3- COMPENSATION

**Yolo County Landfill Gas to Electricity Facility
Operations Agreement**

Item Description	Price/Year (Year 1)	Price/Month (Year 1)	Monthly 2023	Annual Estimate
1 Base Management Fee				
a Management Fee	\$XXXXX	\$XXXX	\$XXXX	\$XXXXX
Subtotal Base Management Fee			\$XXXX	\$XXXXXX
2 Reimbursable Expenses				
	ST Rate	OT Rate		
a Operator	\$XXXX	\$XXX	\$XXXXX	\$XXXX
b Visiting Operator	\$XXX	\$XXXX		\$XXXX
c Technician	\$XXX	\$XXX		\$XXXX
d Travel	\$XXX	\$XXXX		\$XXX
Subtotal Reimbursable Expenses			\$	\$XXXXX
Grand Total			\$	\$XXXXX

Note:

- 1) OT rate shall apply for any time worked during a week in excess of 40 hours.
- 2) With the exception of Reimbursable Expenses, the fees/pricing in the pricing table shall be adjusted annually by multiplying the then-current pricing by the greater of (i) 3.00% and (ii) the average percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Sacramento Area (All Items, Base year 1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor, unless otherwise agreed to by the parties.
- 3) Reimbursable Expenses shall include Contractor's actual costs for all wages, salaries, overtime, travel expenses and paid time off for personnel providing services to the facility including burden. Rates set forth above are estimates and will be adjusted in accordance with actual expenses incurred..
- 4) Visiting Operator rate will depend on the visiting operator at the site. These values will reflect the actual costs incurred by the Contractor without markup.
- 5) Annual Estimate is the annual cost before reimbursable overtime and expenses, Visiting Operator costs and before any changes in reimbursable rates as per Note 2.
- 6) All external materials and subcontractor costs on tasks that Contractor contracts and manages will be at cost plus 15% markup.

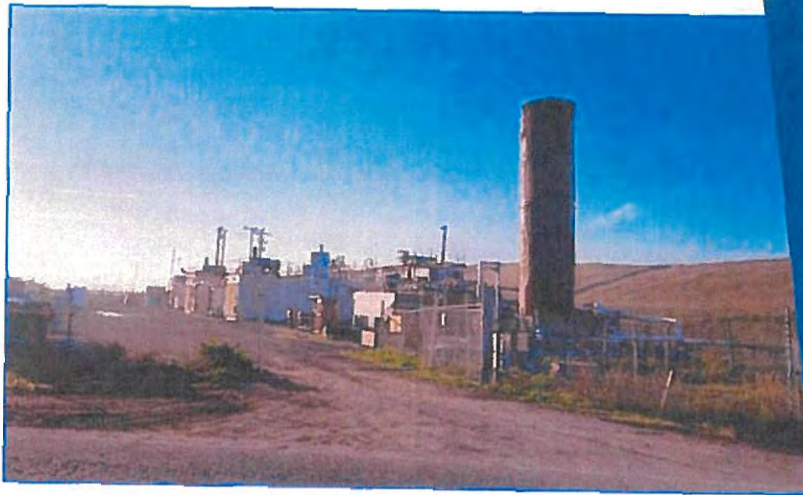
**Attachment 4- Existing Engine and Flare Air Permits
(This page is a separate uploaded document)**

Prepared for

County of Yolo

December 16, 2022

AMERESCO 



Technical Proposal for

Management of Landfill Gas to Electricity Facility

Presented by

Ameresco, Inc.

111 Speen Street

Framingham, MA 01701

508.661.2200

Nathan Hall

Senior Vice President

508.598.4374

nhall@ameresco.com

This document contains data and information that has been submitted in response to a request for proposal or similar solicitation and is provided in confidence. The contents includes proprietary information and trade secrets that belong to Ameresco, Inc., ("Confidential Information") and is disclosed to the recipient only for purposes of evaluation. In the event Ameresco is awarded a contract or purchase order as a result of or in connection with the submission of this proposal, Customer shall have a limited right as set forth in the governing contract or purchase order to disclose the data herein, but only to the extent expressly allowed.

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Exhibit A: Proposal Transmittal Letter

Exhibit B: Proposal Questionnaire 1

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Exhibit C: Cost Proposal

Exhibit D: Proposal Checklist

Exhibit E: Previous Customer Reference Form

Exhibit F: Signature Page

Exhibit G: Non-Collusion and Non-Conflict of Interest Statement

Exhibit H: Exceptions to Agreement

Cover
Letter

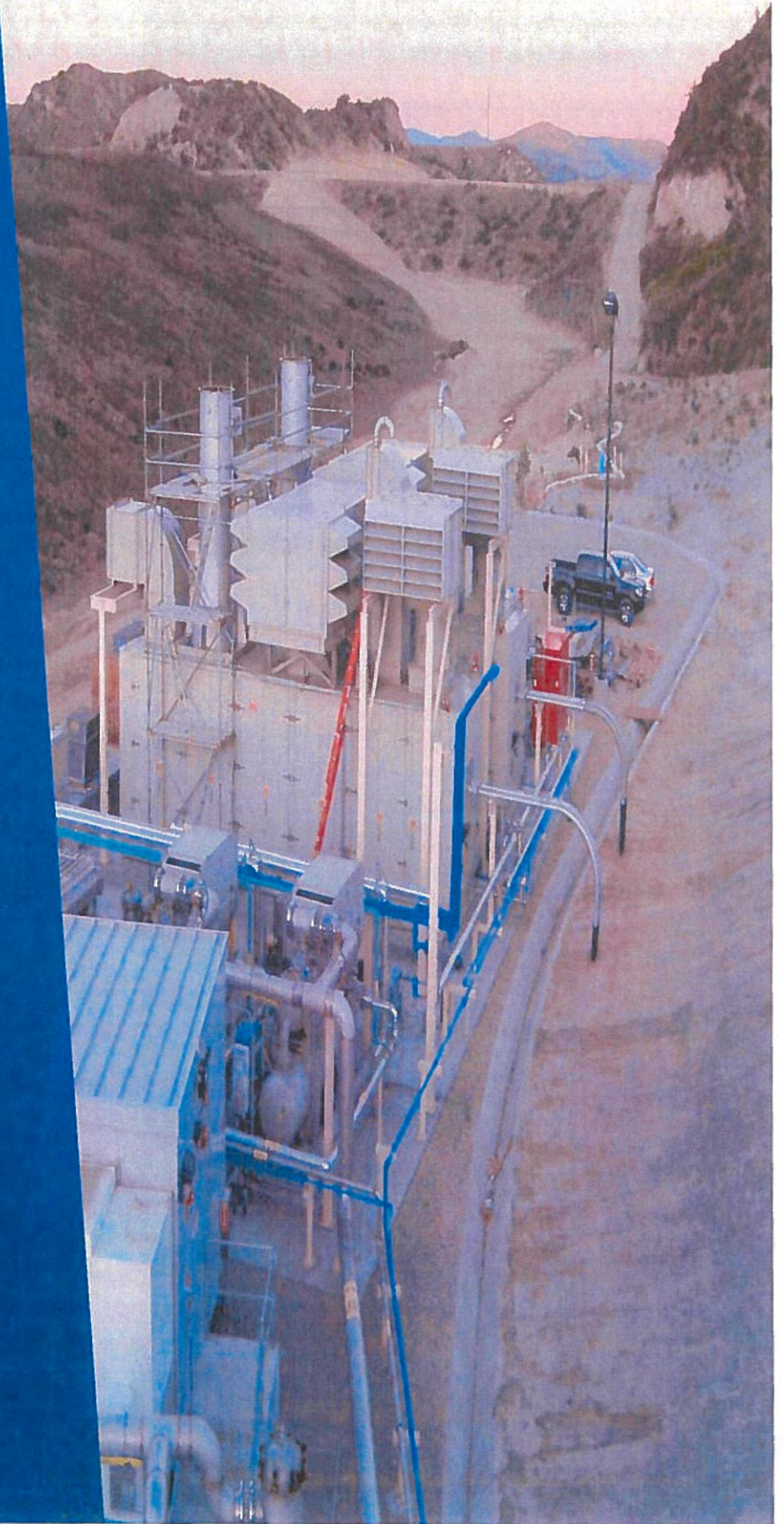


Exhibit A: Proposal Transmittal Letter

Proposer must send a brief letter, on company letterhead, which provides the following information:

a) Name and address of Proposer/Contractor.

b) A statement that the proposal is in response to this Request for Proposal (RFP)

c) Affirm that the Proposer meets the minimum qualifications stated in this RFP and understands the work to be done. Provide a statement demonstrating your firm or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the County.

d) State the names of the persons who will be authorized to make representations for the Proposer, their job titles, addresses, telephone numbers and e-mail addresses.

e) The name, title and original signature of the individual who is authorized to commit the contractor to the proposal. State that the person signing the letter is authorized to bind the Proposer. (Contractor additionally to fill out supplied County Signature Page)

See attached.

Ameresco acknowledges receipt of Addendum #1 dated December 4, 2022.

111 Speen Street
Framingham, MA 01701
508.661 2200 ~ ameresco.com

December 16, 2022

Ms. Karen Kawelmacher
County of Yolo – Procurement Division
44090 County Road 28H
Woodland, CA 95776

Subject: Request for Proposal (RFP) for Management of Landfill Gas to Electricity Facility

Dear Ms. Kawelmacher,

On behalf of Ameresco, Inc. (Ameresco), thank you for the opportunity to participate in the Request for Proposal for Management of Landfill Gas to Electric (LFGTE) facility in Woodland, CA. Ameresco has provided management and coordination of maintenance and repairs for this facility since 2017. We have well over a decade of experience delivering these same services to other LFGTE plants in California and proud of our work at Yolo County's facility.

Ameresco meets the minimum qualifications stated in this RFP and understands the work to be done. We currently operate and maintain eleven (11) LFGTE plants in California alone (not including our work as the current operator of the Yolo facility) and have qualified operations management and maintenance staff in the region close to Yolo's facility. We are qualified and committed to continuing to provide the services in a comprehensive and thorough manner as requested by the RFP.

Our qualifications and cost proposal are presented within. The primary contact for this project is Nate Hall, Senior Vice President of Asset Operations who may be reached at 508.598.4374 or nhall@ameresco.com with any questions or requests for additional information or clarification. Nate is located at 30 Danforth St., Suite 108, Portland, Maine.

As an authorized signatory for Ameresco, I am available to address any questions and commit the company contractually. I may be reached at 508.661-2223 or mbakas@ameresco.com. My office is located at Ameresco's headquarters at 111 Speen Street, Framingham, MA 10701.

We look forward to continuing to work with Yolo County supporting this important facility.

Sincerely,



Michael T. Bakas
Executive Vice President

Exhibit B:
Proposal
Questionnaire

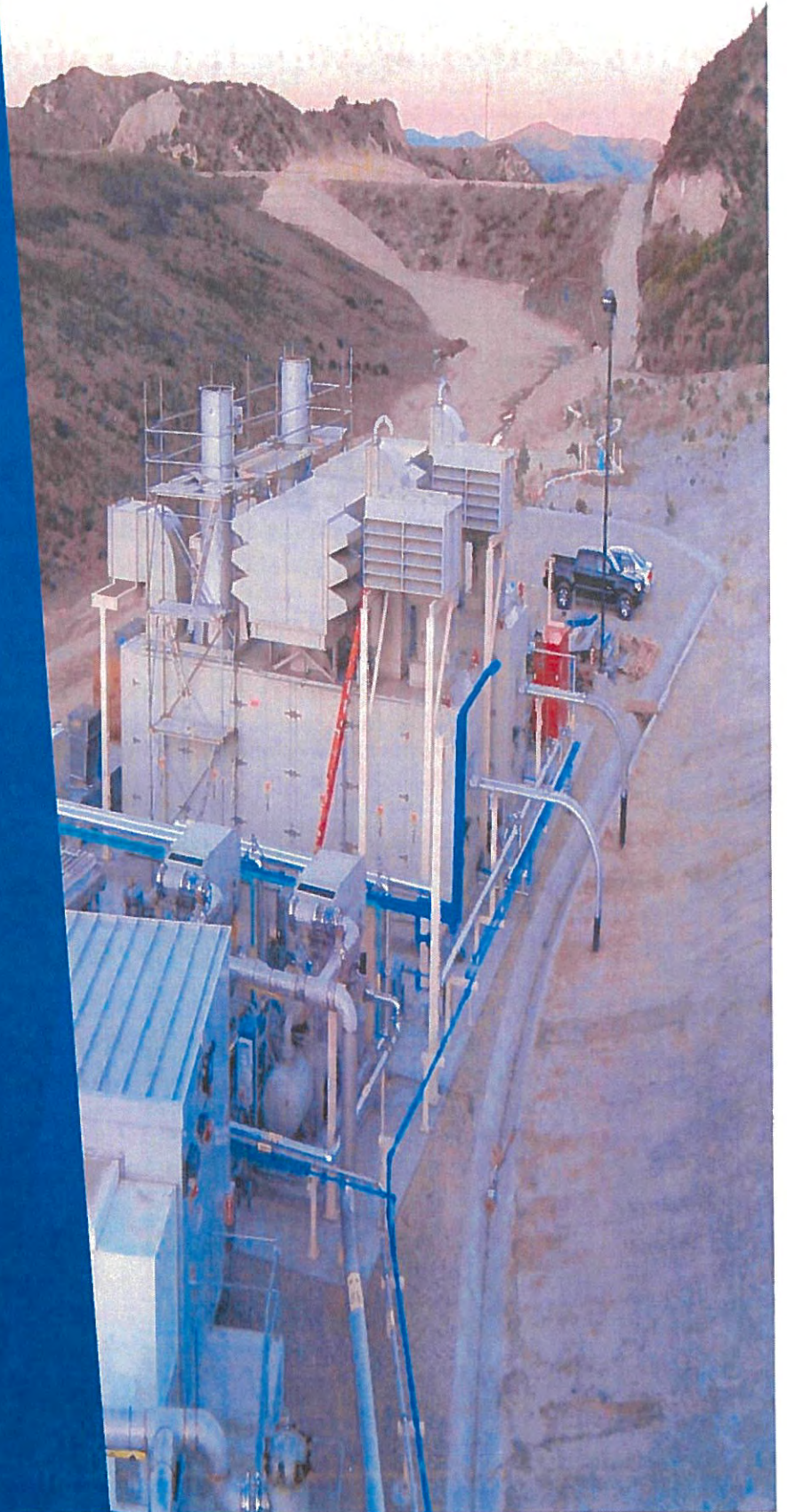


Exhibit B: Proposal Questionnaire

The Evaluation Criteria specified below will be used to score proposals as stated in the RFP Section III., Paragraph Q. Award of Proposal. Proposers shall provide the information requested in the Evaluation Criteria specified below, in the order given.

I. General Company Information

I.A: Company Overview

A. Company Overview—provide an introduction and general description of Proposer's background, nature of business activities and experience in providing the services requested by this RFP. If Proposer is the subsidiary of a larger corporation, describe the relationship and also the extent to which your parent corporation is financially obligated to uphold the commitments made by Proposer.

Founded in 2000, Ameresco, Inc. (NYSE: AMRC), Ameresco is leading the quest to change the world as the trusted sustainability partner creating valued, single-sourced, renewable energy (including landfill gas) and efficient energy solutions delivered with passion, expertise, teamwork and a relentless focus on customer satisfaction. In pursuit of energizing a sustainable world, Ameresco is proud that in 2021 our renewable energy assets and customer projects delivered **a carbon offset equivalent to 13.6 million metric tons of CO₂**.

As a highly experienced owner and operator of landfill gas (LFG) to energy projects across the country, Ameresco in the past 15 years has developed more LFG to energy projects in the US than any other renewable energy developer. **In the past 20 years, Ameresco has developed 39 LFG-to-energy projects and currently operates 36.**

- Founded in 2000, 22 years in business
- Public since 2010, NYSE: AMRC
- 2021 Revenues of \$1.2 billion
- 1,100+ Employees in U.S., Canada, and U.K.
- 60+ Offices across North America and Europe
- 8,000+ Clients benefiting from Energy Efficiency Measures and Renewable Energy Generation
- \$11 billion+ in energy solution projects

Ameresco has designed and implemented over \$11 billion in energy projects. Clients who select Ameresco as their energy partner can be certain they are dealing with a company who recognizes the importance of delivering high-quality products, systems and services. Our experience has taught us that the long-term success of any project or relationship requires adherence to the quality process as a number-one priority and must be recognized at all levels in the organization, this is especially true for LFG to energy projects where there is little room for error. All Ameresco projects regardless of size or scope receive the same level of quality and dedication, whether Ameresco is installing a simple lighting retrofit or developing complex LFG-to-renewable natural gas (RNG) projects.

I.B: Agency Background and Depth of Ability

B. Describe your agency's background and depth of ability to ensure services are provided, including:

- 1. Total number of employees.*
- 2. A description of your agency's business structure, including an organizational chart, and names and descriptions of key personnel, who will be assigned to provide services.*
- 3. List all applicable licenses, certifications, and expiration dates including DIR Registration#*

Ameresco employs 1,343 full-time staff members in over 50 offices across North America and the United Kingdom. We are a publicly traded company NYSE: AMRC.

Our expert in-house capabilities include engineering, architectural and design services, programming and planning, estimating, construction, construction management and construction administration services. Ameresco has **165 in-house professionals dedicated to our Biogas to energy projects**, most with decades of experience specifically in the Biogas industry. Our new construction and renovation project experience covers a full range of technologies from renewable energy project to building systems, facility infrastructure, energy- and water-consuming systems, often working around tenant occupancy and with minimal laydown space. have been met.

Please refer to the organizational chart on the next page for a description of Ameresco's business structure. Key personnel assigned to provide management and coordination of maintenance services.

California Licenses

License	Number	Expiration Date
DIR Registration Number	100002148	June 30, 2023
CA Contractors License	817191	February 28, 2023

Certifications

Ameresco is a NAESCO accredited Energy Services Provider.

NAESCO accreditation is a rigorous examination of a company's core competencies and business practices. The examination includes an evaluation of the precise nature of the applicant's business; the range of measures and services offered; the availability of a performance-based project approach; ethical business practice commitment; project engineering and design, assistance with financing, project management, operations and maintenance, and measurement and verification capabilities.



Ameresco is pre-qualified through both the U.S. Department of Energy and the U.S. Department of Defense. These qualifications are based on independent evaluations, which included a review of our experience and technical capabilities, energy baseline and savings calculation capability, organization and management capabilities, and financial condition and



resources. Ameresco holds multiple IDIQ contracts with the U.S. Department of Defense, the US Army Corp, the U.S. Department of Energy, and the U.S. General Services Administration. These contracts cover traditional energy savings performance contracts, renewable energy, O&M, and repair and rehabilitation.

II. Experience and Qualifications

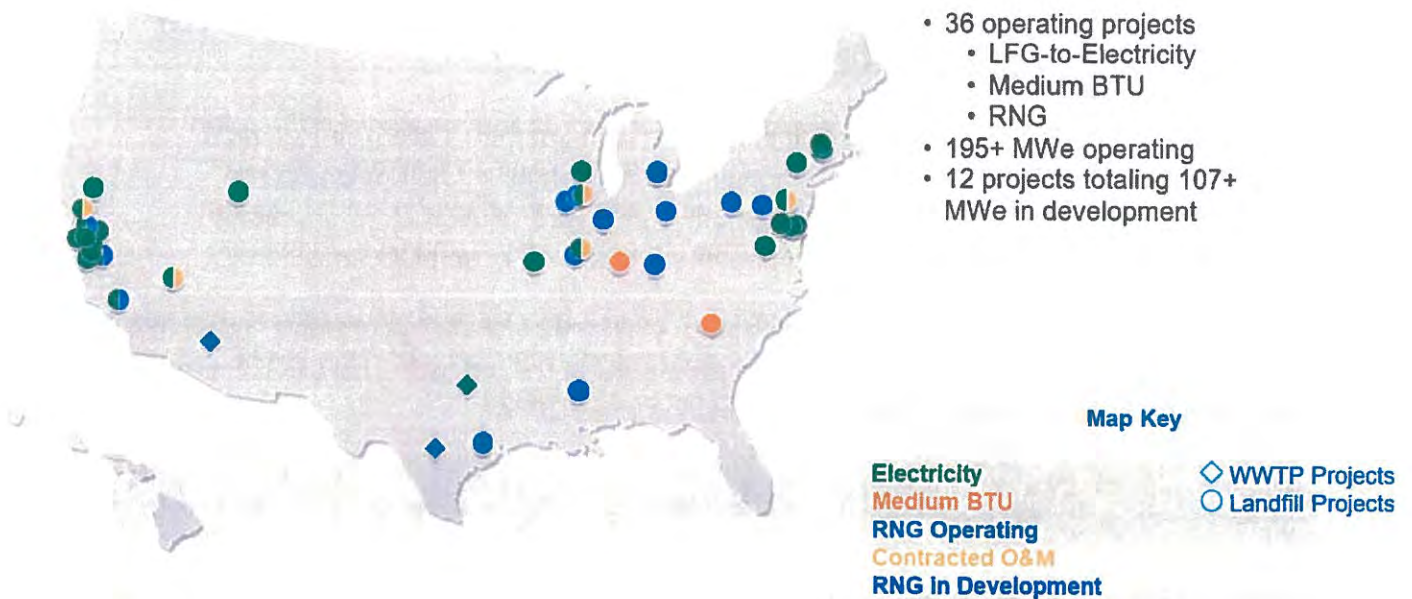
Provide documentation regarding how you meet the following minimum requirements:

- a. Vendor shall have experience providing operation and maintenance services for landfill gas to energy facilities in similar size to Yolo County (2 to 3 Megawatts).
- b. Vendor shall have experience providing operation and maintenance to at least five other projects for the last five years.

Biogas-to-Energy Project Experience

Over the past 15 years, Ameresco has developed more biogas to energy projects in the United States than any other renewable energy developer. **In the past 22 years, Ameresco has developed 39 biogas-to-energy projects and currently operates 36.**

Ameresco US Biogas Portfolio



LFGTE Operations and Maintenance Experience

Ameresco's track record of developing, managing and operating facilities and programs similar in type, complexity, scope and size to Yolo County's facility is second to none. Examples of projects local to Yolo County are provided on the following pages.

Foothill Landfill - LFGTE

Foothill Landfill, San Joaquin LFG Power Linden, CA

In 2010, Ameresco and San Joaquin County signed 20-year agreements to begin work on a 4.3 MW LFG plant at the Foothills Landfill.



Through a competitive solicitation process, San Joaquin County selected Ameresco to develop, own, and operate this multi-million dollar LFG-to-energy power plant. To supply fuel for this plant landfill gas is extracted from the landfill through a series of wells and is piped to the LFG utilization plant, which is equipped with specialized GE/Jenbacher engines. Ameresco selected GE/Jenbacher engine generator sets for this project due their low emission rates and high electrical efficiency rates.

This landfill is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District and has some of the strictest emission limits in California and the US. The air permit issued by the San Joaquin Valley Air Pollution Control District requires backend emission control equipment to reduce NOx and CO emissions.

Ameresco partnered with The City of Palo Alto, California via a 20-year power purchase agreement to buy all the power and RECs generated at this project. This LFGTE plant has been successfully and safely operating since early 2014.

Keller Canyon Landfill - LFGTE

Keller Canyon Landfill, Pittsburgh, California

In 2009, Ameresco completed construction on an LFGTE project, which produces 3.8 MW of renewable energy. Ameresco designed, permitted, constructed and now operates the LFGTE plant. Using engines from General Electric (Jenbacher), the facility generates approximately enough to power nearly 2,200 homes. The electricity is



sold, via a power purchase agreement (PPA), to the cities of Alameda and Palo Alto. By using the LFG for this beneficial reuse project and replacing fossil fuels, the direct and avoided emissions are equivalent to removing approximately 30,000 cars from the road or plant more than 36,000 acres of pine or fir trees.

This project has an excess volume of landfill gas that will support the expansion of a 4500 SCFM RNG facility estimated COD is Q1, 2023.

Forward Landfill - LFGTE

Forward Landfill, Manteca, California

The Forward Landfill located in Manteca, California is owned and operated by Republic Services, a private waste management company. Ameresco, in partnership with Republic Services, utilizes the LFG as fuel source for a 4.3 MW LFGTE plant. By utilizing the LFG, a valuable fuel source is no longer wasted, and fossil fuel is displaced.



Ameresco selected GE/Jenbacher engine generator sets for this project due their low emission rates and high electrical efficiency rates. This landfill is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District and has some of the strictest emission limits in California and the US. The air permit issued requires backend emission control equipment to reduce NOx and CO emissions.

Ameresco began construction on the LFGTE plant in April 2013 and reached commercial operations early the following year. The renewable energy from the plant will delivered to Silicon Valley Power to help meet their renewable energy goals.

III. Capabilities and Skill

LFGTE Project List

1. Provide information showing A list showing in reverse chronological order, for the last five years, any work that qualifies your firm for this project. Provide the following information as a minimum:

- ◆ Project name,
- ◆ Project location,
- ◆ Facility owner,
- ◆ Contact person, telephone number and relationship to the project.

Ameresco currently operates and maintains 27 LFGTE plants across the U.S. Of those, eleven (11) plants are located in California including Yolo’s facility in Woodland, CA. The other ten (10) plants are highlight in blue in the table below.

Below is our comprehensive nationwide LFG, LFGTE, and wastewater treatment plant digester gas projects along with the renewable energy off taker. Ameresco currently operates all of the projects and has operated them for more five years.

Project Name	Location	Type of Project	Owner
All Purpose Landfill	Santa Clara, CA	800-KW-MW LFGTE plant	Ameresco, Inc.
Butte County	Paradise CA	2.2-MW LFGTE plant	Ameresco, Inc.
Chicopee LFG Project (Phase I and II)	Chicopee, MA	7.9-MW LFGTE plant	Ameresco, Inc.
Chiquita Canyon Landfill	Valencia, CA	8-MW LFGTE plant	Ameresco, Inc.
Dallas Water Utilities	Dallas TX	4.3-MW biogas CHP plant	Ameresco, Inc.
Delaware Solid Waste Authority LFG Project, Central Landfill	Felton, DE	5.3-MW LFGTE plant	Ameresco, Inc.
Delaware Solid Waste Authority LFG Project, Southern Landfill (Phase I, II)	Georgetown, DE	5.3-MW LFGTE plant	Ameresco, Inc.
Foothill Power	Linden, CA	4.3-MW LFGTE plant	Ameresco, Inc.
Forward Power	Manteca, CA	4.3-MW LFGTE plant	Ameresco, Inc.
Hill Air Force Base LFG Project	Hill Air Force Base, UT	2.25-MW LFGTE plant; 2.5-mile pipeline	U.S. Air Force
Janesville Power	Janesville, WI	3.1MW	Ameresco, Inc.
Jefferson City Landfill	Jefferson City, MO	3.14-MW LFG CHP plant	Ameresco, Inc.
Johnson Canyon Landfill	Gonzales, CA	2.2-MW LFGTE plant	Ameresco, Inc.
Keller Canyon Landfill	Pittsburg, CA	3.8-MW LFGTE plant	Ameresco, Inc.

Project Name	Location	Type of Project	Owner
Laubscher Meadows	Evansville, IN	5.1 miles LFG pipeline	Ameresco, Inc.
McCarty Road Landfill	Houston, TX	5,000 scfm LFG pipeline	Ameresco, Inc.
Navy Yard Peaker (PAID)	Philadelphia, PA	8MW Peaker plant	PAID
Novartis (NG)	Cambridge, MA	2.8MW	Novartis
Ox Mountain Landfill	Half Moon Bay, CA	11.4-MW LFGTE plant	Ameresco, Inc.
Palmetto Landfill	Wellford, SC	14.6MW LFG Pipeline	Ameresco, Inc.
Philadelphia Water Department Cogeneration Project	Philadelphia, PA	5.6-MW biogas plant	City of Philadelphia
Pine Bluff LFG Project	Ballground, GA	3.5-mile LFG pipeline	Ameresco, Inc.
Pontiac Hoosier Power	Livingston, IL	15-MW LFGTE plant	Pontiac Hoosier Power
San Antonio Water System	San Antonio, TX	1,200 Biogas to RNG	Ameresco, Inc.
Santa Cruz County	Watsonville, CA	3.17-MW LFG Plant	Ameresco, Inc.
Stafford County Power	Stafford, VA	2.1MW LFGTE plant	Ameresco, Inc.
Tufts University (NG)	Medford, MA	4MW	Tufts University
U.S. Coast Guard Yard Renewable Energy Center	Baltimore, MD	4-MW LFG CHP plant	U.S. Coast Guard Yard Renewable Energy Center
Valhalla/Westchester (NG)	White Plains, NY		Valhalla/Westchester (NG)
Vasco Power	Livermore, CA	4.3-MW LFGTE plant	Ameresco, Inc.
Woodland Meadows	Wayne, IN	6,500 scfm LFG-to RNG	Ameresco, Inc.

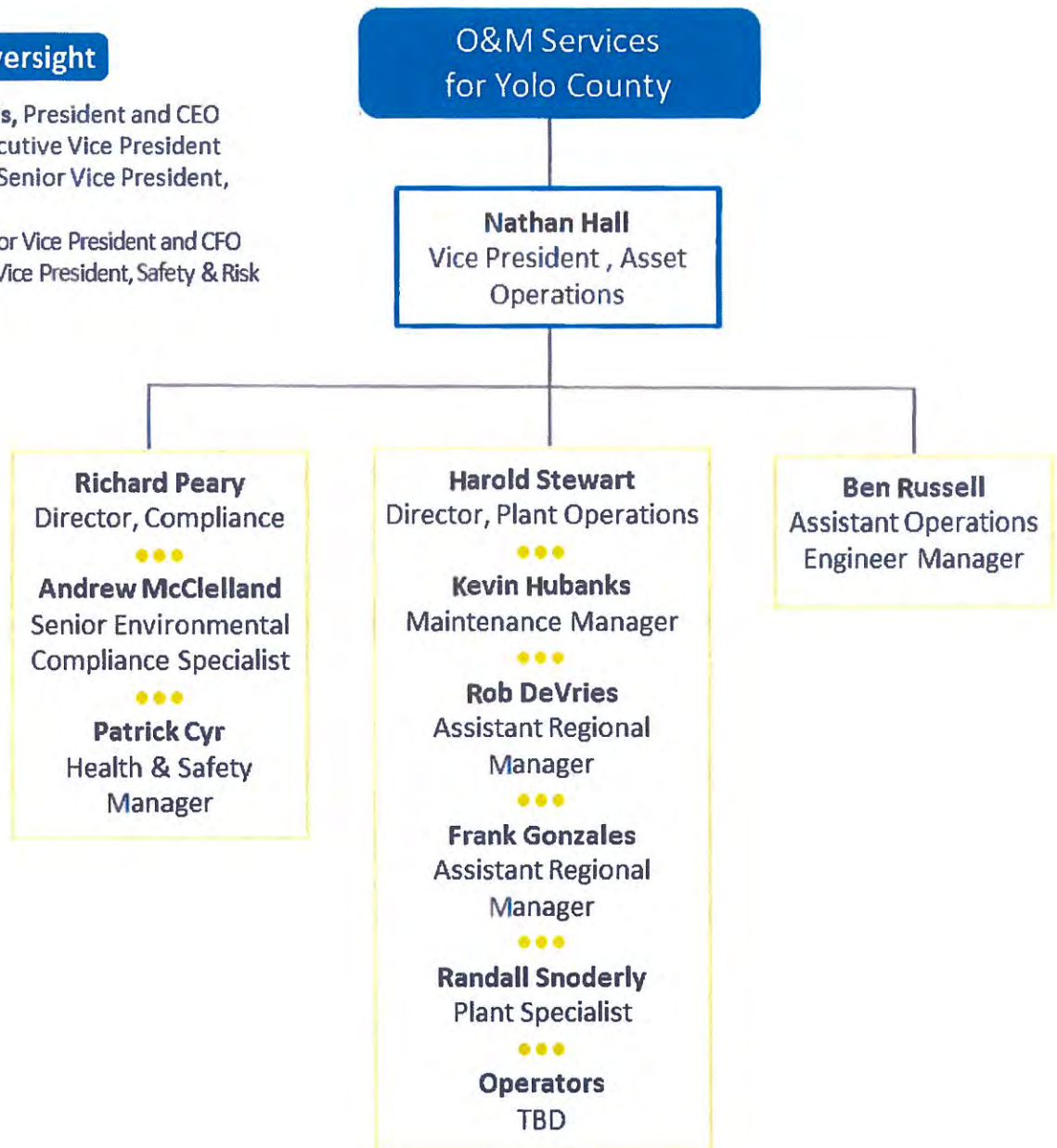
Project Personnel

2. Provide a list of personnel directly assigned to the project, along with responsibilities on this project and resumes, including relevant professional and contractor licenses and certificates. Include an organizational chart of personnel involved in the project. Yolo County reserves the right to approve contractor's project manager and any requested personnel and subcontractor personnel changes during the course of the project.

Ameresco has 12 O&M personnel in northern California including a technician that previously worked at the Yolo County plant. Staff directly involved in the project are identified in the organization chart below followed by brief descriptions of their experience and qualifications.

Executive Oversight

George Sakellaris, President and CEO
Mike Bakas, Executive Vice President
Pete Christakis, Senior Vice President, Construction
Doran Hole, Senior Vice President and CFO
Ken Gross, Senior Vice President, Safety & Risk Management



The following key personnel have been identified for work on the Republic Services Apex Landfill O&M Services project. In alphabetical order by work division, Table 1 highlights the individual's experience, education, and years of experience. Full resumes for each team member can be found in [Appendix A](#).

Table 1. Ameresco Key Personnel

Names and Certifications	Title	Area(s) of Expertise/Project Role	Academic/Professional Qualifications	Years of Experience
Overall Management				
Michael Bakas	Executive Vice President, Distributed Energy Systems	Executive Oversight	MBA, Finance/Risk Management, Boston College; BS, Massachusetts Institute of Technology at Amherst	30+
Operations and Maintenance				
Nathan Hall, PE	VP – Asset Operations	Plant Operations and Maintenance	BS, Mechanical Engineering and Marine Systems Engineering, Marine Maritime Academy; Licensed Professional Engineer	20+
Harold Stewart	Director – Plant Operations	Plant Operations and Maintenance	Columbia College, Associate of Arts	20+
Rob DeVries	Regional Manager – Plant Operations	Plant Operations and Maintenance	Military Vocational training, Caterpillar and Jenbacher experience	18+
Richard Peary	Compliance Manager	Overall Compliance	BS, Civil Engineering, Worcester Polytechnic Institute	15+
Randall Snoderly	Plant Specialist	Plant Operations	Caterpillar and Jenbacher experience	2+

Mike Bakas | Executive Vice President – Distributed Energy Systems

Mr. Bakas has over 25 years of experience in the energy industry. As Executive Vice President, he is involved in corporate strategic planning to foster Ameresco's global growth. Mr. Bakas leads the Distributed Energy Systems Group, which has developed a portfolio of nearly 300 MWe effectively of new energy assets, most of which generate renewable energy. Ameresco continues to operate over 70% of these assets for both Ameresco and client-owned systems. Due to the complexity of these physical assets (and the associated performance risks) along with the significant equity invested by Ameresco, he is a hands-on manager that is involved in every aspect of the project, from development to operations. These assets consist of different technologies (Cogeneration, Peaking Generation, Solar PV, Battery Energy Storage Systems, Microgrids, Standby Generation) incorporating multiple fuel types (Renewable Natural Gas, Biogas, Biomass, Coal Bed Methane, Landfill Gas, Solar, Wind, Hydro, Natural Gas).

Nate Hall, PE | Senior Vice President – Asset Operations

Mr. Hall has led Ameresco's Energy Asset Operations group since 2014. He has more than 15 years of experience in the renewable energy industry related to the development, design, commissioning, and operation of LFGTE, RNG, and direct use plants, and with an early emphasis in process design and controls integration. Mr. Hall has had direct project management and engineering roles in the design, construction, and operation for hundreds of millions of dollars of renewable energy assets. He currently oversees all of our operational biogas plants and provides customer-focused operations services to Ameresco's clients.

Harold Stewart | Director – Plant Operations

Mr. Stewart is the Director of Plant Operations for Ameresco's Energy Asset Operations (EAO) group and has responsibility for all of Ameresco's RNG facilities. He is responsible for managing day to day operations of all EAO plants including customer sites; works with engineering, compliance and safety teams to ensure the safe, compliant operation; works with the VP of Asset Operations and others to set production and cost targets; meets production and cost targets; continues the development of systems and procedures to improve consistency and quality of plant operation services; continues to build the capability and reach of the maintenance team; supports development efforts by providing cost estimates for plant operations for both Ameresco assets and customer O&M; serves as the Responsible Official for plants as appropriate; staffs plants in a way that prioritizes reliability, maximizes resiliency to staffing changes, and minimizes cost; and develops management team to provide stable and sustainable management. Mr. Stewart has over 25 years of experience working in the biogas industry has direct experience with 15 biogas projects.

Rob DeVries | Regional Manager – Plant Operations

Mr. DeVries is the Regional Manager for Ameresco's West Coast Landfill Gas Operations. He is responsible for operation and maintenance of landfill gas-to-energy power plants. Mr. DeVries management responsibilities include implementing project management programs for maintenance, supervising plant staff, planning maintenance, scheduled operations and maintenance activities. He is also responsible for training operations staff, maintaining all records for regulatory agencies and compliance, developing and implementing safe work practices, and supervising overhaul and outage related activities.

IV: Training & Certification of Contractor

Provide proof of any and all contractor's licenses as well as HAZWOPER training, lock-out/tag-out training and other safety training relevant to this project with their proposal.

All Ameresco operators working at the Yolo facility will have Arcflash, LOTO, and other safety training.

Safety

Ameresco maintains an unwavering commitment to safety. All employees of Ameresco at a minimum receive a new-hire safety orientation, task specific, and annual refresher safety training. Our Plant Operators are required to complete the OSHA HAZWOPER Training Course. All employees are provided a monthly schedule of safety training courses required of their task or assignment to be completed. All managers and supervisors are required to complete the Safety Leadership Course. All Plant Operators are required to complete all the identified training modules per their plant requirements to achieve and maintain certification as a plant operator. These courses and certification are maintained through our system at EnergyWorld.Net.

All subcontractors of Ameresco are required to attend a pre-job safety training provided by our project/site managers or site safety managers. Upon completion the subcontractor supervision signs an agreement to train all of their site employees and lower-tier subcontractors prior to start up activities, and provide Ameresco with supporting documentation. All subcontractors as well, must submit a list of their designated competent persons with proof of training and certification as required.

As part of Ameresco's approach to the Operations and Maintenance at the Yolo facility, Ameresco would send its Safety manager to conduct an audit of the facilities existing equipment and systems.

The following are Ameresco's 5-Year Safety Statistics:

Year	Experience Modification Rate (EMR)	Recordable Illness/Injury Rate (RIIR)	Lost Workday Rate (LWDR)	Days Away Restricted or Transferred (DART)	Total Annual Man-Hours Worked	Severity Incident Rate
2017	0.71	0.10	0.00	0.00	1,895,018	0.00
2018	0.69	0.21	0.00	0.10	1,872,799	0.00
2019	0.69	0.49	0.19	0.09	2,035,246	9.04
2020	0.69	0.29	0.29	0.00	2,043,015	23.6
2021	0.60	0.31	0.31	0.00	1,916,298	27.8

V. Proposer's Understanding of the Project

Include a discussion of the project showing the proposer's understanding of the project requirements and constraints.

Yolo County wishes to contract a temporary operator for its existing landfill gas-to-energy (LFGTE) plant. The County is looking for an experienced operator to oversee the operation of facility 24-hours a day, seven days per week. It is expected by the County that the facility shall be manned during normal working hours, Monday through Friday, with enough staff to respond to any upset or shutdown of the Facility. The County requires that proposer shall provide a qualified operator for a minimum of 6 hours per day for the 5 days per week. Additional backup technical support should be available as needed. The proposer is also responsible for call outs. The County would like the operator to reside within one-hour drive time of the plant location. The contract will be for operation of the Facility only. The County will continue to operate the landfill gas collection system to supply gas to the engines for electrical generation.

Ameresco is committed and qualified to meet Yolo County's goal as follows for this operating agreement:

- Be Yolo County's liaison regarding major overhaul work to minimize all costs for subcontract labor and parts suppliers. This includes all maintenance work associated with decoking, top and bottom end overhauls and the generator servicing.
- Establish clear understanding and list of work to be covered under routine services and work that is considered non-routine.
- Achieve, at least a 90% facility on-line average.
- Generate at least 95% of total peak electrical power, 85% of the time.
- Communicate gas quality and quantities issues effectively with Yolo County so that the facility can be operated at 100% capacity.
- Minimize equipment shutdowns and downtime at all times and specifically during nonmanned hours.
- Utilize existing contract agreements with vendors to reduce maintenance and operational costs and expedite any part shipments to repair or maintain the existing equipment.
- Operate the facility equipment consistent with all industry standards and regulatory agency requirements for environmental compliance.
- Maintain and calibrate all landfill gas monitoring and flow measuring equipment to ensure accurate combustion records of the landfill gas.

VI. Work Plan

Include a description of the approach and methodology to be used to meet the County goals of this project and the sequence of activities.

Ameresco will operate, in good working order, all Yolo County's landfill gas-to-energy (LFGTE) plant and equipment. Ameresco will provide operations labor necessary to operate the plant and equipment at the Landfill site. The operator will be a full-time employee assigned to operate and maintain the equipment during regular working hours, at a minimum of 40 hours per week, and will respond to emergency calls as necessary. The County will continue to oversee the operation of the wellfield and gas collection system including future system expansions to maximize gas collection from the landfill site and maintain compliance with all of its permits, including New Source Performance Standard (NSPS). At the County's request, Ameresco can provide wellfield expertise to assist in tuning the LFG collection system to optimize collection of gas from the landfill while minimizing odors and gas migration.

Repairs

Our operator will coordinate repairs to equipment in accordance with good engineering practice, manufacturer's recommendations, all applicable laws, regulations, and all government authorizations. The County will be responsible for material, shipping and labor subcontractor costs required to complete the repairs. Ameresco will coordinate with the County regarding scheduled major repairs. Ameresco will work to ensure that during repairs plant downtime is minimized to the greatest extent possible.

General Responsibilities of the Operator

- Operator shall be on site a minimum of 40 hours per week;
- Operate the facility in a safe and responsible manner that shall not endanger personnel or Equipment.
- Operations shall be in compliance with Federal, State and local regulations.
- Perform and maintain inspection logs, noting any abnormal operating conditions, make adjustments and repairs in accordance with manufacturer's guidelines and recommendations;
- All operations and maintenance performed by the operator shall be in conformance of manufacturer's requirements and guidelines or Good Engineering Practice;
- Manufacturer's maintenance guidelines and recommendations shall be considered as minimums. Service intervals shall be adjusted as required to maintain the expected system performance levels. Scheduled minor and major overhauls shall be scheduled to

minimize impact on owner's landfill operation;

- Maintain a clean plant environment free of debris; and,
- Notify the County of any observed abnormal LFG quality or quantity changes that would affect the plant operation. LFG quality will be monitored using the plant's gas chromatograph.

Generator Sets

Operate and maintain the generator sets, switchgear and associated equipment to provide maximum electrical power output based on site and operating conditions. Complete daily operational checks, logs and record data for plant operation and regulatory compliance.

Blower/Compressors

Operate the blowers, compressors and associated equipment to regulate the vacuum exerted on the LFG collection system. Inspect and maintain the instrument air compressor system.

Chillers/Heat Exchangers

Perform daily inspections of equipment, note any abnormal operating conditions, and make adjustments and repairs in accordance with manufacturer's guidelines.

Gas Conditioning Equipment

Inspect and maintain any gas conditioning equipment to maintain the required siloxane and/or H₂S removal.

Meters

Maintain all gas measurement devices as necessary to ensure accurate readings and measurements.

Maintain plant gas chromatograph in accordance with manufacturer's guidelines, re-supply calibration/zero gas as necessary to provide calibration runs at least every 48hrs.

Electrical System

- Maintain plant electrical system in accordance with manufacturer's guidelines;
- Provide periodic repair/replacement of motor starters as required, protective relay calibration and testing;

All testing shall be performed in accordance with standard procedures including the following: International Electrical Testing Association (NETA), National Electrical Code (NEC), NFPA70B

Electrical Equipment Maintenance, IEEE, National Electrical Manufacturers Association (NEMA).

Condensate Management

Maintain all pumps, level controls, sight glasses, pipes, drains and slopes of pipes and drains.

Building and Site Maintenance

The County would be responsible for costs and scheduling trash removal, landscape maintenance, building maintenance housekeeping and repair. County shall maintain a clean, weather tight, and adequately lighted building as well as vegetation removal to insure access and clearance around fans, and radiators or other equipment for proper operation. Ameresco will be responsible for maintaining a clean and ordering work area within the building.

VII. Project Schedule

1. Provide a schedule for the completion of all the services as described in the Scope of Work as listed in the RFP

A representative schedule of maintenance tasks is listed below for reference. After project award, Ameresco will survey the project site with a small team of operators and engineers to develop a site-specific schedule that meets or exceeds the manufactures recommendations. If the site is already using, and Ameresco has access to, a CMMS system, Ameresco's team will continue to use that system.

Engine Driven Generator Set

Daily

- ✓ Check controls for alarms and warnings
- ✓ Check operation visually and walk down system
- ✓ Check for leaks, noise, vibration, unusual conditions, etc.
- ✓ Check local maintenance and service indicators
- ✓ Record generator set operating conditions and daily log
- ✓ Check lubricating oil levels – engine and storage tanks, top off tanks as needed
- ✓ Record jacket water pressure/temperature
- ✓ Visually observe the engine stack emissions for any signs of particulate matter or smoke
- ✓ Check exhaust after treatment conditions for alarms and proper operation
- ✓ Check Urea tank level for usage and refilling schedule

Weekly

- ✓ Take an engine oil sample to establish baseline
- ✓ Check sparkplug voltages
- ✓ Check engine raw emissions as required with portable analyzer
- ✓ Check controller linkage
- ✓ Check indicating lights and alarms

- ✓ Check operating and limit controls
- ✓ Check safety and interlock controls
- ✓ Check operation of all motors
- ✓ Check Filter and insulation conditions

SCR Catalysts

Daily

- ✓ Record injection flow rate
- ✓ Record operating pressure
- ✓ Record flue gas temperature
- ✓ Record SCR output emissions values
- ✓ Check and record Urea Tank Level
- ✓ Check and record Urea pump operation

Weekly

- ✓ Check indicating lights and alarms
- ✓ Check operating and limit controls
- ✓ Check safety and interlock controls
- ✓ Check for leaks, noise, vibration, unusual conditions, etc.
- ✓ Check packing glands

Monthly

- ✓ Inspect for hot spots
- ✓ Inspect Insulation
- ✓ Check pump coupling alignment
- ✓ Check general operation of the equipment
- ✓ Check for urea leaks
- ✓ Check and record operating temperature/pressure
- ✓ Check operating and safety controls
- ✓ Check and record surface temperature
- ✓ Calibrate safety/operating controls, if necessary
- ✓ Review and evaluate log readings
- ✓ Clean-up work station

Annually

- ✓ Clean breeching
- ✓ Tighten all electrical terminals
- ✓ Check general operating condition
- ✓ Check operating and safety controls
- ✓ Open and clean breeching to stack
- ✓ Clean-up work station

Hot Water System: Hot Water Heat Recovery Boiler

Daily

- ✓ Treat water according to the established program
- ✓ Record boiler operating pressure/temperature
- ✓ Record flue gas temperature
- ✓ Record oil pressure and temperature
- ✓ Check general boiler operation

Weekly

- ✓ Check indicating lights and alarms
- ✓ Check operating and limit controls
- ✓ Check safety and interlock controls
- ✓ Check low water cutoff(s) operation
- ✓ Check for leaks, noise, vibration, unusual conditions, etc.
- ✓ Check operation of all valves/dampers
- ✓ Check packing glands

Monthly

- ✓ Inspect for hot spots

Semi-Annually

- ✓ Clean low water cutoff (s)
- ✓ Inspect Insulation
- ✓ Check pump coupling alignment
- ✓ Check general operation of the equipment
- ✓ Check for water leaks
- ✓ Check and record operating temperature/pressure
- ✓ Check operating and safety controls
- ✓ Check and tighten all linkages, if necessary
- ✓ Check and record surface temperature
- ✓ Test high limit control
- ✓ Test low water cut-offs
- ✓ Calibrate safety/operating controls, if necessary
- ✓ Blow down low water cut offs
- ✓ Lubricate equipment as needed
- ✓ Review and evaluate log readings
- ✓ Clean-up work station

Annually

- ✓ Clean fireside surfaces
- ✓ Clean breeching
- ✓ Clean waterside surfaces
- ✓ Remove and recondition safety valves
- ✓ Tighten all electrical terminals
- ✓ Check general operating condition
- ✓ Check operating and safety controls

- ✓ Clean and flush boiler tubes
- ✓ Open and clean low water cut-off assemblies
- ✓ Open and clean breaching to stack
- ✓ Remove sight glass and clean valve assemblies
- ✓ Fill unit to proper level and inspect unit for leaks
- ✓ Vent air from unit and system
- ✓ Check damper operation and adjust all linkages
- ✓ Clean-up work station

Water System: Jacket Water and Cooling Equipment

Daily

- ✓ Check operation visually and walk down system
- ✓ Check for leaks, noise, vibration, unusual conditions, etc.
- ✓ Check local maintenance and service indicators
- ✓ Record pressures, differential pressures, temperatures
- ✓ Check system pressures and expansion tanks
- ✓ Check pumps, heat exchangers, evaporative coolers and valves for unusual conditions

Semi-Annually

- ✓ Lubricate equipment as recommended by the manufacturer
- ✓ Clean pump and system strainers
- ✓ Check motors and actuators electrical connections

Annually

- ✓ Replace the pump seals and bearings, as recommended by the manufacturer or as required
- ✓ Cleaning of maintainable heat exchanger systems

Annually: Radiator Cooler Checklist

- ✓ Check condition and tension of belts
- ✓ Flush and clean cold water basin
- ✓ Check fan sheaves and blades
- ✓ Check condition of disconnect and/or VFD
- ✓ Verify control operation
- ✓ Clean intake louvers of dirt & debris
- ✓ Lubricate all components, as necessary
- ✓ Tighten all fasteners
- ✓ Start and test equipment

Cooling Tower

- ✓ Inspect water basins
- ✓ Check condition and tension of belts
- ✓ Flush and clean water basin
- ✓ Check fan sheaves and blades

- ✓ Check condition of disconnect and/or VFD
- ✓ Verify control operation
- ✓ Clean intake louvers of dirt & debris
- ✓ Clean spray nozzles, if necessary
- ✓ Lubricate all components, as necessary
- ✓ Tighten all fasteners
- ✓ Start and test equipment

Chillers and Chilled Water System

Daily

- ✓ Check Chillers for any unusual noise or vibration
- ✓ Check the Chillers refrigerant suction and discharge temperatures and pressures
- ✓ Check the Chillers chilled water inlet and outlet temperatures and pressures
- ✓ Check refrigerant liquid line sight glass for presence of moisture
- ✓ Check Chillers oil level
- ✓ Check all pressurized components for rust, cracks or leaks
- ✓ Give compressor an overall visual inspection and be sure safety guards are in place
- ✓ Check for lubricant leaks
- ✓ Inspect pumps, and motors for vibration, seal or lubricant leaks, hot bearings etc.
- ✓ Check chilled water pumps suction and discharge pressures
- ✓ Ensure expansion tanks are at correct pressure

Weekly

- ✓ Verify "Load" and "Unload" temperatures pressures

Monthly

- ✓ Check coupling condition
- ✓ Take Oil Sample
- ✓ Top off oil as needed

Every 4000 Hours (or Every 6 Months)

- ✓ Check Refrigerant Charge
- ✓ Change oil /refrigerant filter as needed
- ✓ Change oil as needed

HHW and DHW System

Daily

- ✓ Check hot water convertors for any unusual noise or vibration
- ✓ Check hot water convertor inlet and outlet steam temperatures and pressures
- ✓ Check all pressurized components for rust, cracks or leaks
- ✓ Inspect pumps, and motors for vibration, seal or lubricant leaks, hot bearings etc.
- ✓ Check HHW and DHW pumps suction and discharge pressures

- ✓ Ensure expansion tanks are at correct pressure

Weekly

- ✓ Verify operation of all steam traps

Monthly

- ✓ Check coupling condition
- ✓ Lubricate pumps and motors as required

Compressed Air System

Daily

- ✓ Check for any unusual noise or vibration
- ✓ Check the compressor for air leaks
- ✓ Check the compressed air distribution system for leaks
- ✓ Check all pressurized components for rust, cracks or leaks
- ✓ Give compressor an overall visual inspection and be sure safety guards are in place
- ✓ Check for lubricant leaks
- ✓ Check lubricant levels (top of the sight glass or between marks on dipstick)
- ✓ Check the lubricant level several minutes after the compressor has run. (Discoloration or a higher lubricant level reading may indicate the presence of condensed liquids.) If lubricant is contaminated, drain and replace.
- ✓ Drain receiver tank, drop legs and traps in air distribution system
- ✓ Check the dewpoint at the outlet of the air dryer
- ✓ Check valve alignment and condition of backup desiccant

Weekly

- ✓ Manually operate the pressure relief valves to be certain they are working
- ✓ Clean the cooling surfaces of the intercooler, aftercooler and compressor
- ✓ Inspect lubricant for contamination & change if necessary
- ✓ Clean or replace the air intake filter. Check more often under humid or dirty conditions
- ✓ Record time of 5 complete compressor cycles to monitor air usage
- ✓ Verify "cut in" and "cut out" pressures

Monthly

- ✓ Check belt tension

Every 4000 Hours (or Every 6 Months)

- ✓ Change lubricant (more frequently in harsher environments)
- ✓ Torque pulley clamp screws or jamnut
- ✓ Retorque the cylinder to head capscrews
- ✓ Inspect compressor valves for leakage and/or carbon build-up

Every 8000 Hours (or Every 12 Months)

- ✓ Inspect the pressure switch diaphragm and contacts. Inspect the contact points in the motor / starter.

Electrical System: Transformer, Switchgear Motor Control Center Equipment

Daily

- ✓ Inspect the transformers. Verify that there are no signs of discoloration, leaks, damage, excessive vibration, and that the cabinet doors are locked.
- ✓ Inspect the High Voltage Switchgear. Look through the inspection window and verify that there are no signs of arcs or coronas. Make sure that the switch blades are in the proper position. Verify that the cabinets are locked.
- ✓ At the Generator Switchgear verify the instrument readings are within specified limits and not fluctuating significantly and that the readings conform to the values provided in the manufacturer's manual.
- ✓ Check the Variable Frequency Drives for error codes or indications that the cooling system is heavily loaded
- ✓ Verify that the UPS is switched on and functioning correctly
- ✓ At the Motor Control Center, check the positions of all circuit breakers. Ensure that they are placed in "normal" positions, unless otherwise noted in the Station Logbook. Verify that any open breakers are tagged or locked out if applicable.
- ✓ Record the readings of the Station Battery Charger and ensure that they are within limits
- ✓ Check Station battery cables

VIII. Responsiveness/Responsibility

Default on a Contract and Suspension or Debarment by a Government Agency

Have you ever defaulted on a contract? If yes, where and why? Has your firm ever been suspended or debarred by any government agency? If yes, please explain.

Ameresco has never defaulted on a contract nor been suspended or debarred by any government agency.

Claims Against the Company

In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration?

Regarding claims against Ameresco over the past five years, as a large publicly traded company with annual revenues over \$1.2B, Ameresco includes in its filings with the Security and Exchange Commission a brief description of any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which Ameresco or any of its subsidiaries is a party

or of which any of their property is the subject.

As reported, in Ameresco's most recent Annual Report on Form 10-K and 10-Q filed with the SEC, and updated in subsequent quarterly filings, in the ordinary conduct of our business we are subject to periodic lawsuits, investigations and claims. Although we cannot predict with certainty the ultimate resolution of such lawsuits, investigations and claims against us, we do not believe that any currently pending or threatened legal proceedings to which we are a party will have a material adverse effect on our business, results of operations, or financial condition.

Ameresco's most recent 10-K for the period ending December 31, 2021 may be located using the U.S. Securities and Exchange Commission website as follows:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/1488139/000148813922000014/amrc-20211231.htm>

Ameresco's most recent 10-Q for the period ending September 30, 2022 may be located using the U.S. Securities and Exchange Commission website as follows:

<https://www.sec.gov/ix?doc=/Archives/edgar/data/1488139/000148813922000107/amrc-20220930.htm>

Ameresco will provide Yolo County additional information upon request.

Process for Resolving Problems with Clients

Describe the process by which your firm resolves problems with clients

Communication is critical and our first step in resolving a problem is for Ameresco's Manager of Plant Operations to address the issue and come to an agreeable resolution. If this is not possible, then the problem would be escalated to the Director of Plant Operations attention for resolution.

Should a problem be unresolved and escalated as a dispute, then we will engage in good faith discussions with authorized representatives from all parties to discuss possible agreeable resolutions. In the event the parties are not able to resolve the dispute amongst themselves, then a third-party mediator may be sought to assist in coming to a resolution. Standard remedies at law and in equity may then be pursued if the parties cannot come to resolution. Ultimately, our dispute resolution process is typically dictated by the terms of the particular contract under which the dispute arose.

Statement of Conflict Regarding these Services

Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal.

Neither Ameresco nor its staff have any actual or perceived conflicts of interest in providing services to Yolo County.

IX. Past Performance/References

Using Exhibit E-Previous Customer Reference Form, length may exceed one (1) page, provide Previous Customer References with a list of contacts (including names, phone numbers, e-mails and date of original contracts) for whom you have performed comparable projects, preferably during the past five (5) years. Preference for California state or local government agencies or within the greater Sacramento area. Using Yolo County or its employees as references is not recommended. If possible, references should be from the projects listed above.

RFP Coordinator will conduct reference checks using the information provided on the Customer Reference Form.

As requested, references for the following three customers are provided in **Exhibit E – Previous Customer Reference Form**.

Forward Landfill, CA

Ameresco partnered with Allied Waste the owner and operator of the Forward Landfill in Manteca, CA, to design, permit, construct, own and operate a 4.3 MW LFGTE. This project had an estimated local economic impact of \$10 million and created approximately 35 regional jobs while supplying to the local grid enough clean energy to power at least 5,000 homes. EPA figures show that 4.6 MW worth of LFGTE of energy increases our national economic output by \$13-15 million annually.



County in Oroville, CA

2.2 megawatt (MW) landfill gas-to-energy (LFGTE) project at the Neal Road Recycling & Waste Facility in Paradise, CA. This innovative renewable energy project that is generating enough clean energy to power approximately 1,300 homes, and is saving the County significant amounts of money through reduced energy costs and royalty payments over the next 20 years. Ameresco designed and built the facility, and owns, operates and maintains it for the duration of the 20-year contract. The Neal Road project will create up to 16 new regional full-time jobs during construction and will yield economically to the community \$5 million, while reducing Carbon Dioxide emissions by 10,600 tons/year.



Foothills Landfill

Ameresco is developing a 4.3 megawatt (MW) landfill gas-to-electricity (LFGTE) plant at the Foothill Landfill in Linden, CA. Ameresco San Joaquin, LLC has a gas agreement with San Joaquin County to purchase the LFG for use in the proposed plant and Ameresco has a long term Power Purchase Agreement (PPA) with the City of Palo Alto for the renewable energy. The economic impact of this project during its construction phase yielded roughly 30 new regional jobs and valued at \$9 million.



Exhibit C:
Cost Proposal

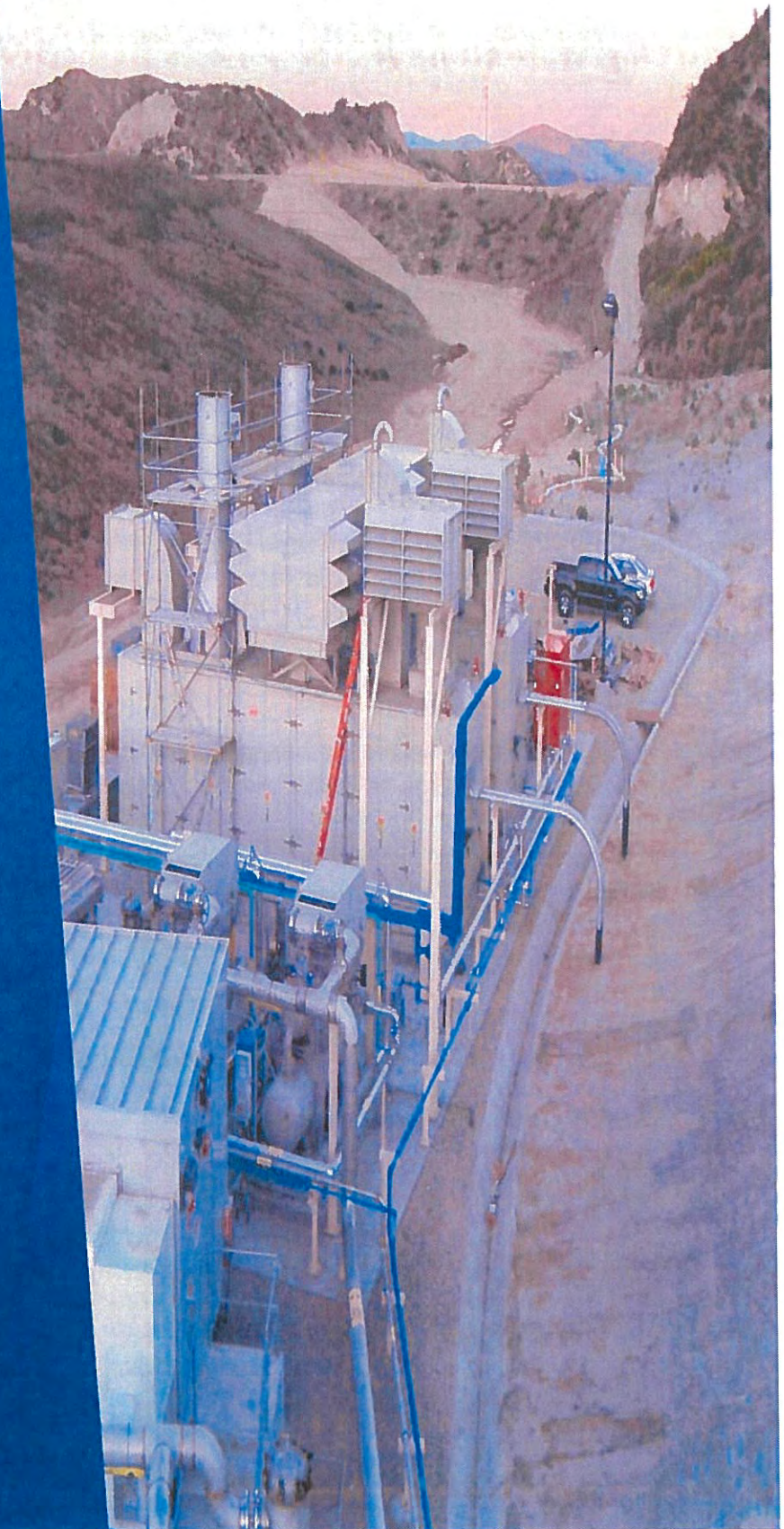


Exhibit C: Cost Proposal

When preparing cost worksheet, Contractor shall submit pricing as follows:

A detailed accounting of the estimated number of hours and hourly rates for each employee working on the proposed project, travel, report preparations, copying, office support and all other overhead costs. Each proposed task should be accompanied by a "not to exceed" cap on costs

Pricing must be broken down in detail per Attachment 3.

Exhibit C: Cost Proposal is uploaded in a separate document.

**Exhibit D:
Proposal Checklist**

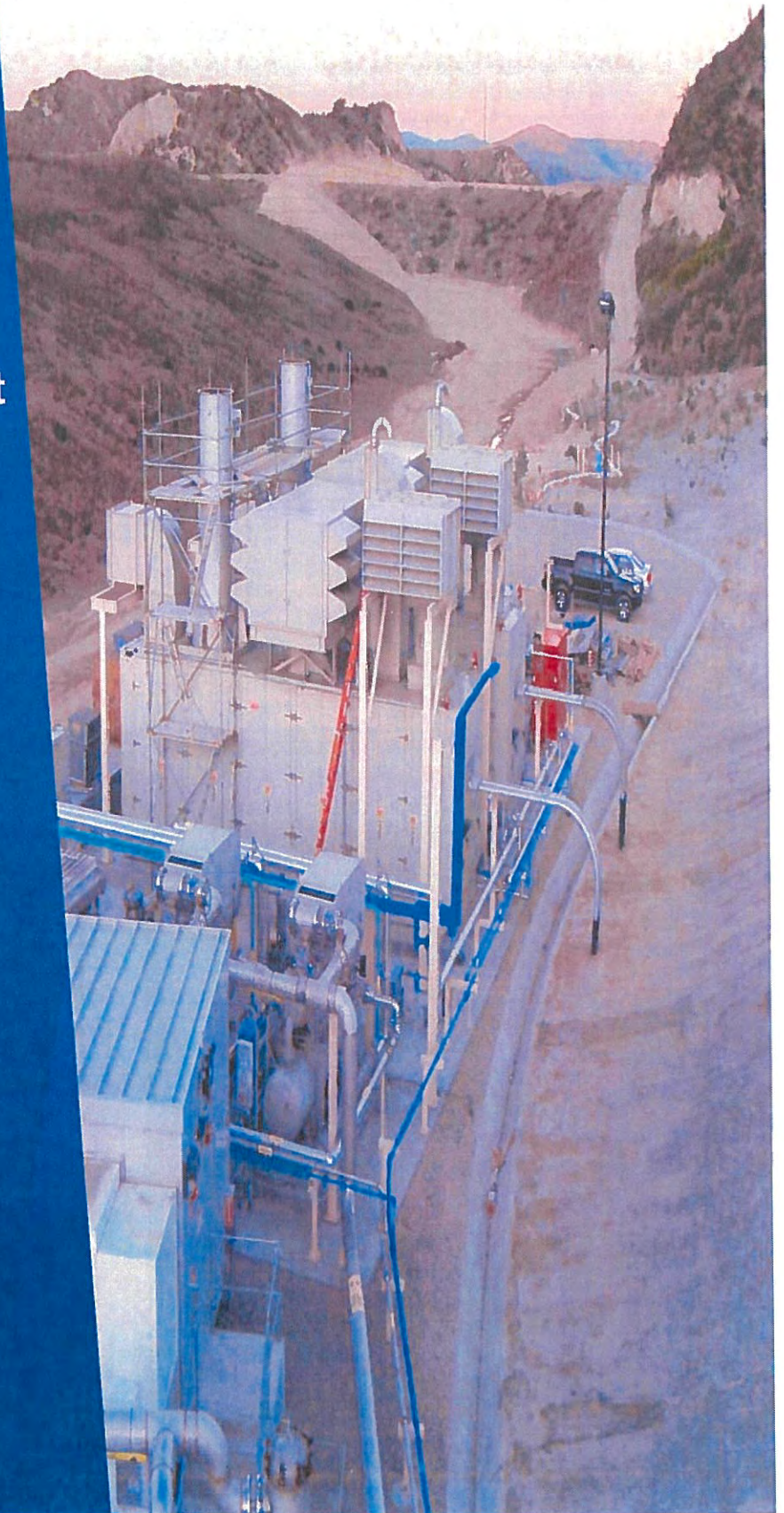


Exhibit D: Proposal Checklist

Management of Landfill Gas to Electricity Facility

EXHIBIT "D"

PROPOSAL CHECKLIST

This checklist is provided to assist the applicant in ensuring that a complete proposal is submitted to the County. Failure to include any of the following elements will result in disqualification of the proposal.

- PROPOSAL TRANSMITTAL FORM (Exhibit A)
- PROPOSAL QUESTIONNAIRE & EXPERIENCE (Exhibit B)
- PROPOSAL COST WORKSHEET (EXHIBIT C)
- RESPONSE CONTENT & CHECKLIST (Exhibit D)
- PREVIOUS CUSTOMER REFERENCES (Exhibit E)
- SIGNATURE PAGE (Exhibit F)
- NON-COLLUSION, NON-CONFLICT OF INTEREST STATEMENT(Exhibit G)
- EXCEPTIONS TO AGREEMENT (Exhibit H)

Exhibit E:
Previous Customer
Reference Form

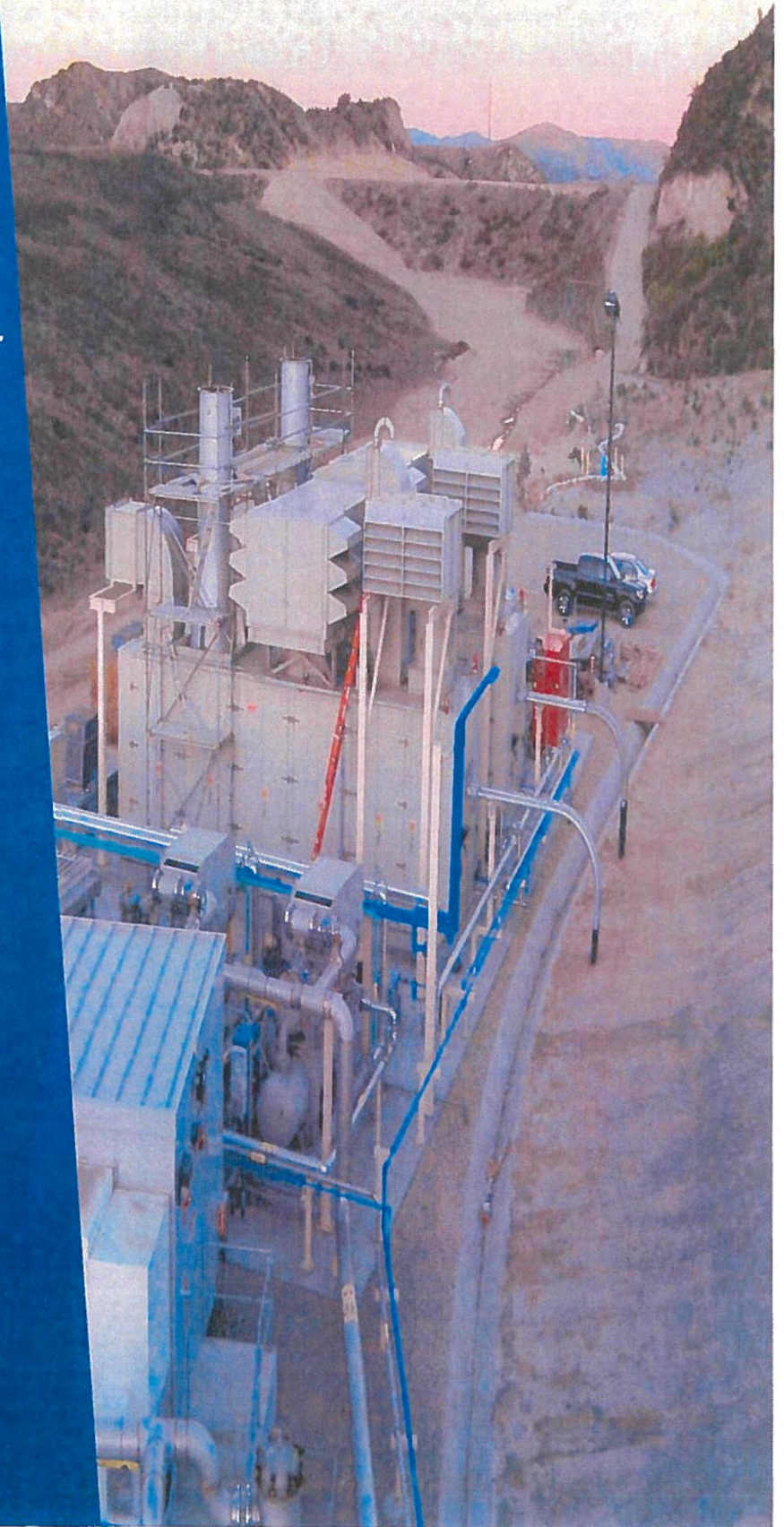


Exhibit E: Previous Customer Reference Form

**Management of Landfill Gas to Electricity Facility
PREVIOUS CUSTOMER REFERENCE FORM EXHIBIT "E"**

Contractor Name: Ameresco, Inc.

Please provide at least three customer references for whom you have performed a job similar in size and scope (preferably California state or local government agencies) or within the greater Sacramento area.

1. Company/Project Name: Forward Landfill
 Address: 9999 S Austin Road
Manteca, CA 95336
 Contact Person: Ruben Ramirez, Operations Manager
 Telephone: 209-969-9952 E-Mail: rramirez5@republicservices.com
 Material & Quantity Installed
Power Generation - 4.3 MW; currently expanding to 4,500 SCFM LFG to RNG
Internal combustion engine and combination of pressure swing adsorption
and membrane, precious metal catalyst technology
 Service Dates: From: 2014 To: Present

2. Company/Project Name: Butte County
 Address: 7 County Center Drive
Oroville, CA 95365
 Contact Person: Craig Cissell, Deputy Director
 Telephone: 530-552-5687 E-Mail: ccissell@buttecounty.net
 Material & Quantity Installed
Power Generation - 2.2 MW LFGTE plant
Internal combustion engine
 Service Dates: From: 2013 To: Present

3. Company/Project Name: Foothills Landfill
 Address: 6484 N Waverly Rd
Linden CA. 95236
 Contact Person: Mark Houghton, Senior Engineer
 Telephone: 209-953-7316 E-Mail: mhoughton@sj.gov
 Material & Quantity Installed
Power Generation - 4.3 MW LFGTE plant, 5.0 MW solar
Internal combustion engine and single-axis tracking solar panels
 Service Dates: From: 2014 To: Present

Exhibit F:
Signature Page

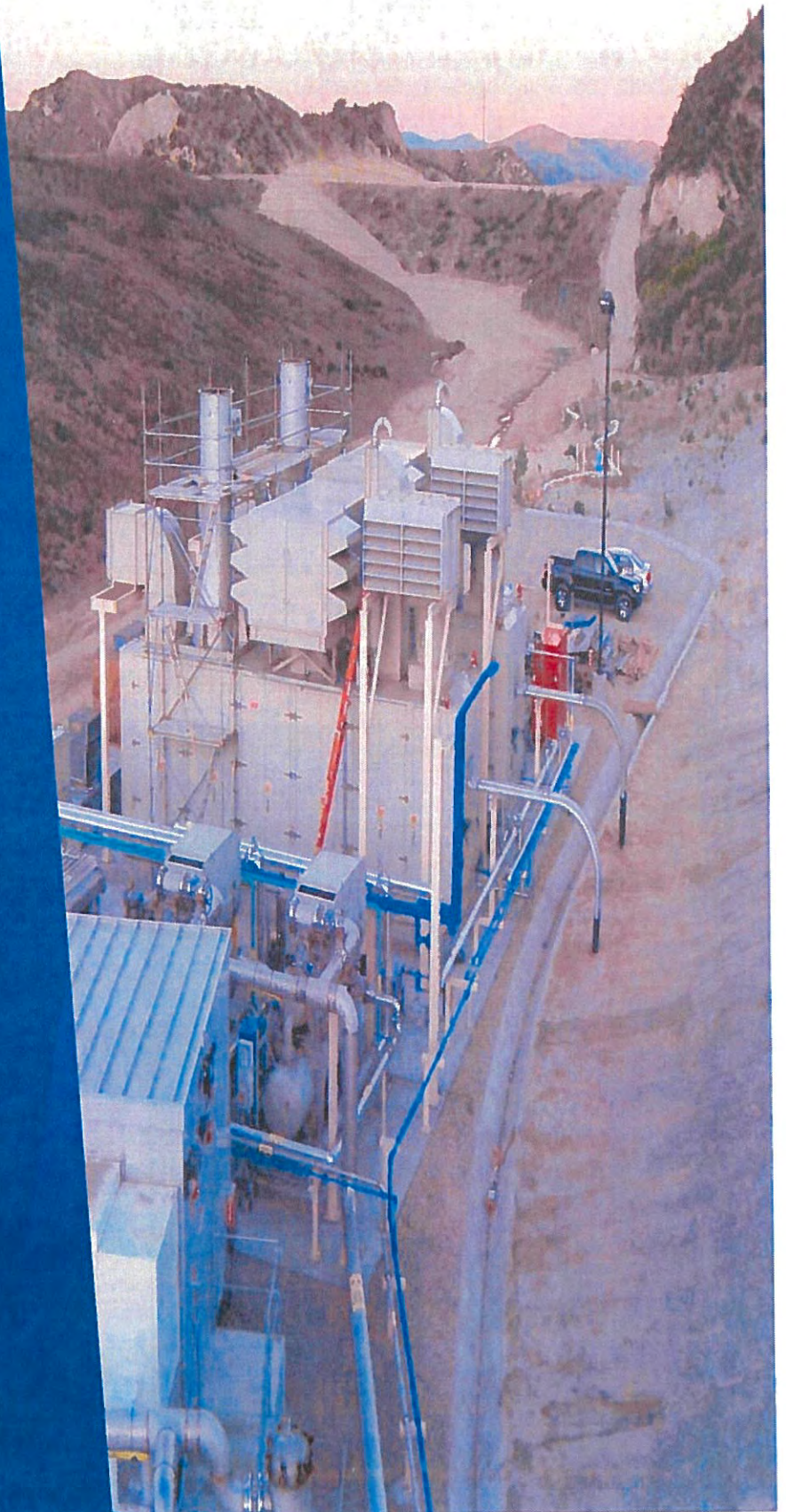


Exhibit F: Signature Page

Exhibit F: Signature Page is provided on the following page.

County of Yolo
SIGNATURE PAGE

Management of Landfill Gas to Electricity Facility
Exhibit "F"

The undersigned supplier hereby certifies that he/she has read the document in its entirety, understands the specifications, agrees to all instructions, terms, conditions, and addenda set forth in this request. Supplier further certifies that the prices and terms submitted for said product(s) and/or service(s) have been carefully reviewed and are submitted as correct and final, and shall be honored for the length of time indicated in the request.


All paper submittals must be manually signed in ink in the appropriate space below. If submitting electronically via BidSync, print name of "Authorized Person" in the space provided for signature.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Ameresco, Inc.
Company Name

111 Speen Street
Address

Framingham MA 01701
City State Zip


Signature of Person Authorized to Sign

Michael T. Bakas
Printed Name

Executive Vice President
Title

December 8, 2022
Date

For clarification of this offer, contact:

Name: Nathan Hall

Title: Senior Vice President

Phone: 508.598.4374

Fax: _____

Email: nhall@ameresco.com

**Exhibit G:
Non-Collusion and
Non-Conflict of
Interest Statement**

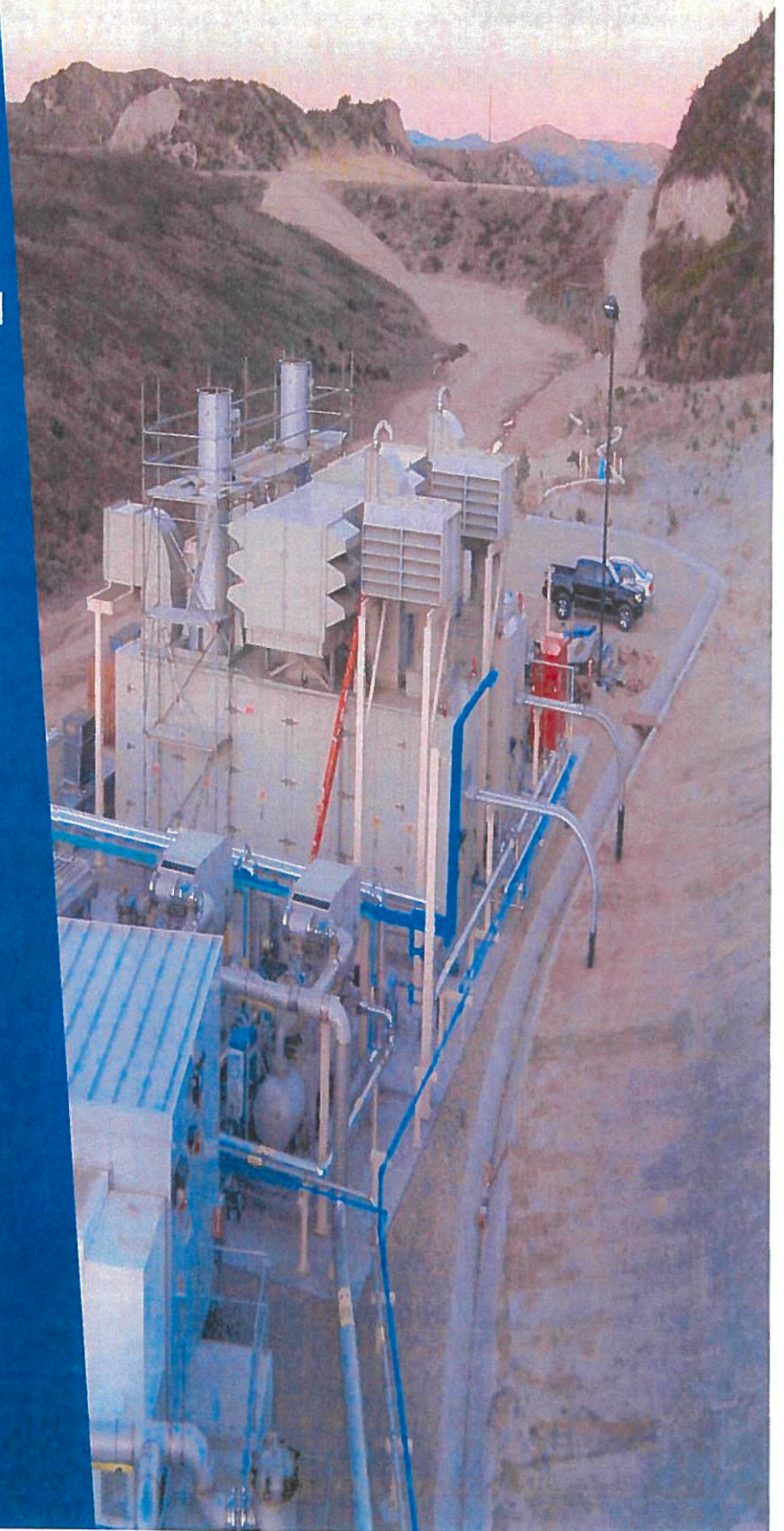


Exhibit G: Non-Collusion and Non-Conflict of Interest Statement

Exhibit G: Non-Collusion and Non-Conflict of Interest Statement is provided on the following page.

NON-COLLUSION AND NON-CONFLICT OF INTEREST STATEMENT
Management of Landfill Gas to Electricity Facility

Exhibit G

I, Michael T. Bakas, am the
(name)
Executive Vice President of Ameresco, Inc.
(Position Title) (Company)

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:
a. Colluded, conspired, or agreed with any other person, firm, corporation, offeror or potential offeror to the amount of this Offer or the terms or conditions of this Offer.
b. Paid or agreed to pay any other person, firm, corporation, offeror or potential offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the offer of any other offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all offerors, so as to have an unfair advantage over other offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of offers or other decision making process for this Solicitation, and, if Offeror is awarded a contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other offerors or would prevent Offeror from advancing the best interests of the County in the course of the performance of the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

December 13, 2022
(Date)


(Signature)

Michael T. Bakas, Executive Vice President

Exhibit H:
Exceptions to
Agreement

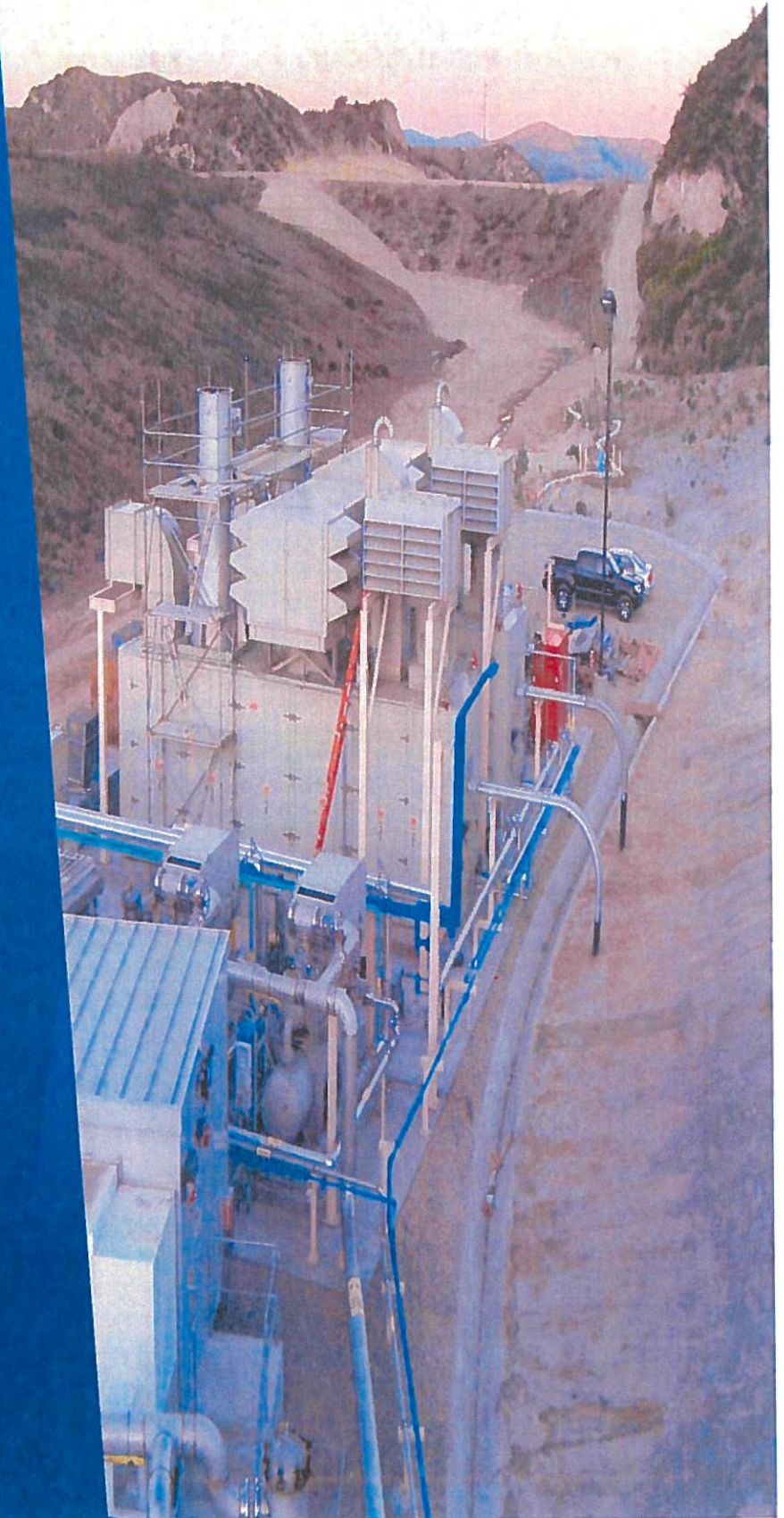


Exhibit H: Exceptions to Agreement

Exhibit H: Exceptions to Agreement is provided on the following page.

Since the agreement in the RFP is very similar to the one already in place for the services Ameresco is providing to Yolo today, we propose using the existing contract terms for this future award. With that said, Ameresco doesn't have substantial comments on the language in the provided contract, with the exception of liability, which will need to be discussed during the contracting phase if altered from the agreement currently in place.

EXHIBIT H – EXCEPTIONS
Management of Landfill Gas to Electricity Facility

All County Contract requirements by section, subsection or numbered item for which Vendor has stated "Read and do not comply" are considered exceptions and must be documented in this form. Vendor may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Vendor should write "No Exceptions" under the "Requirement(s) Section Number and Text" for Exception in row number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Vendor's Response Still Meets the RFP Requirements
1	Since the agreement in the RFP is very similar to the one already in place for the services Ameresco is providing to Yolo today, we propose using the existing contract terms for this future award. With that said, Ameresco doesn't have substantial comments on the language in the provided contract, with the exception of liability, which will need to be discussed during the contracting phase if altered from the agreement currently in place.	
2		
3		
4		
5		

Michael T. Bakas, Executive Vice President

Signature of Person Authorized to Sign

AMERESCO 

Ameresco, Inc.

111 Speen Street
Framingham, MA 01701

Nathan Hall
Senior Vice President
T: (508) 598- 4374
E: nhall@ameresco.com

Exhibit C- Management of Landfill Gas to Electricity Facility Cost Proposal

Item	Description		Price per Month (1 st Year-2023)	Annual Estimate (1 st Year-2023)	
1	Base Management Fee (Fixed monthly fee, Assume 12 months per year)		\$ 8000.00	\$ 96000.00	
2	Estimate Reimbursable Expense	Regular Hourly Rate	Over Time Hourly Rate	Price per Month Estimate (1 st Year-2023)	Annual Estimate (1 st Year-2023)
A	Operator	\$ 53.78	\$ 63.67	\$ 9,321.87	\$ 111,862.4
B	Visiting Operator	\$	\$	\$	\$
D	Travel Cost	\$	\$	\$	\$
Subtotal Reimbursable Expenses (not including Travel Cost)			\$ 9,321.87	\$ 111,862.4	
Grand Total			\$ 17,321.87	\$ 207,862.4	

Note:

- 1) OT rate shall apply for any time worked during a week in excess of 40 hours.
- 2) With the exception of Reimbursable Expenses, the fees/pricing in the pricing table shall be adjusted annually by multiplying the then-current pricing by the greater of (i) 3.00% and (ii) the average percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward, CA, All Items (1982-84 = 100). "Base Year" shall refer to CPI value for April 2018, published by the Bureau of Labor Statistics, United States Department of Labor, unless otherwise agreed to by the parties. Reimbursable Expenses shall include actual travel costs incurred by the Supplier and will be adjusted in accordance with the expenses incurred. Reimbursable Expenses shall include Contractor's actual costs for all wages, salaries, overtime, travel expenses and paid time off for personnel providing services to the facility including burden. Rates set forth above are estimates and will be adjusted in accordance with actual expenses incurred.
- 3) Visiting Operator rate will depend on the visiting operator at the site. These values will reflect the actual costs incurred by the Contractor without markup.
- 4) Estimates and totals shown assume no overtime, travel, or visiting operator hours. Actual Annual Estimates, Subtotals, and Grand Total will change in accordance with Note 2 and Note 3.
- 5) All external materials and subcontractor costs on tasks that Contractor contracts and manages will be at cost plus 15% markup.

