

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

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December 11, 2018

To: All Prospective Proposers

RE: "Debris Management for the Camp Fire in Butte County" DRR18087

Addendum To the Request for Proposal (RFP), Primary DRR18087

- 1. Attached is a list of all businesses who have expressed an interest in the contract to date (Attachment 1).
- 2. The following questions were submitted in response to the RFP and answers to each follow the question.
 - Q1. Please confirm it is assumed the Base Camp to be negotiated after contract award will consist of the following: 1) Separate male/female long-term sleeping quarters, 2) laundry facilities, 3) separate male/female showers, 4) separate male/female restrooms, 5) covered social/meeting area, 6) cafeteria/meals including breakfast, box lunches, dinner and 24-hour snacks/drinks, 7) 24-hr security staff, 8) appropriate lighting/fencing, 9) appropriate staff-gear storage lockers for staff to keep personal items, clothes, PPE, etc.
 - A1. The Base Camp will be negotiated after the contract award. CalRecycle does not know the exact parameters of a Base Camp at this time. What you propose and inquire about appears reasonable at this time.
 - Q2. Will CalRecycle determine or provide location(s) for the contractor base camp(s)?
 - A2. CalRecycle does not know the locations of the Contractor Base Camps(s). The State will not provide sites or lease sites for State contractors to use. CalRecycle may provide locations for the contractors to set up base camps or they may need to locate and establish them on their own.
 - Q3. 10% retainer Based on general view of the RFP, it appears that costs in some cases may be well over \$20,000,000 per month. Based on contract value, it is apparent that \$25,000,000 retainer will be held until project completion which may be extreme to many firms. Is the retainer negotiable to 1) shorter-term milestones such as paying retainer 90 days after an invoice is paid, 2) based on clearing X home sites, or 3) some other milestone to be determined? Could the

retainer be decreased to 2% or other? Passing this retainer down to subcontractors would possibly be infeasible.

A3. CalRecycle has made the following changes to the RFP concerning the ten percent (10%) retainer; please see the following revisions to the RFP:

On page 1 of the RFP, the section entitled "Payment Withhold" reads: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per task. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

On page 72 of the RFP, Attachment I, *Draft Standard Agreement (STD 213)*, under Exhibit B, Item 6 reads:

6. PROGRESS PAYMENT AND PAYMENT WITHHOLD: Progress Payments are permitted under this agreement. Ten percent of the invoiced amount shall be withheld pending completion of the contract. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

Both sections will now read:

Progress Payment and Payment Withhold: Progress Payments are permitted for tasks completed under this agreement. Ten percent (10%) of the invoiced amount shall be withheld pending completion of each separate and distinct task. Any funds withheld with regard to a particular task may be released upon completion of that task to the satisfaction of CalRecycle. For assessment and monitoring of debris removal, the individual lots constitute separate and distinct tasks, and completion constitutes the lots being cleared and taken through the installation of erosion control measures per the Operations Plan, and acceptance as complete by CalRecycle. Regardless of lot completion, CalRecycle will retain an amount equal to the estimated costs to generate the final report throughout the duration of the contract. The contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

- Q4. Air monitoring The RFP indicates the Contractor will "Conduct personnel air sampling of task force leaders and others in the HAZWOPER exclusion zone (i.e., area of contamination)." Does this mean the winning bidder will conduct personal air sampling of only their firm and any subcontractors? Or does this mean they will need to perform air sampling for the Debris Removal "yellowiron" contractors also (the operators and laborers that are removing the debris)? Or will the Debris Removal Contractor's team perform their own air sampling/monitoring on their staff?
- A4. The Debris Management Contractor will provide personnel air monitoring for their own personnel and subcontractors, and not for the Debris Removal

Contractor. The Debris Removal Contractor will be providing monitoring of their own employees and subcontractors.

- Q5. In Section V, Evaluation and Selection (p.15) the RFP states that a proposal may be rejected if "Duplicative staff from other current fire debris removal projects are proposed for primary staff positions within Proposer's team". There are currently firms completing final tasks on CalRecycle/CalOES projects that are beginning to wind-down. Much of the work on these current projects will be completed prior to the start date listed in the RFP for the Camp Fire Debris Removal. We would like to keep these key employees utilized as much as possible before the start of the next project, but with the understanding that they are key members of a future team. Can we propose these individuals on the Camp Fire proposal with the understanding that they would be backfilled with qualified personnel assigned to their current projects upon award?
- A5. This requirement does not apply to staff currently deployed in other projects that are winding down. Ongoing projects will be largely completed by the time this project starts. For staff deployed on current projects, the Proposer should describe how the transition of the two deployments will be covered. CalRecycle's intent here is to have primary staff completely available to a single fire debris removal project for the duration of the project and not shown as being proposed for both the Camp and Woolsey/Hill fire debris removal projects.
- Q6. The DROP is referenced within the RFP several times. Is it possible for proposers to receive a copy of this document?
- A6. The DROP for the Camp Fire is not yet available and will be made available as soon as possible, which may not be until after this solicitation has completed. You can view a prior DROP here:

 ftp://ftp.calrecycle.ca.gov/RetainedUpTo90Days/Carr%20Fire/
 Enter Username: ftpuser1 and Password: crftpuser1

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(Internet Explorer users may encounter a "The page cannot be displayed" error and will need to change a configuration setting. Go to the "Tools" menu, select "Internet Options…", then the "Advanced" tab, then make sure the "Enable Folder View for FTP Sites" checkbox is checked.)

- Q7. Section X, Miscellaneous Positions/Services (p. 33) states: "The Contractor is required to send air monitoring and soil samples to outside laboratories for analysis". Asbestos has been included on past projects. Is it safe to assume asbestos sampling should be included as part of this requirement?
- A7. Yes.
- Q8. Section X, Miscellaneous Positions/Services, Item 6 (p. 34) the RFP states: "CalRecycle will reimburse the Contractor for signage. The cost to provide signage shall be paid on a per-sign basis and include all sign material, delivery, and installation. An estimated 18,000 signs will be provided for this project." In addition, in the Description of Work Overall Tasks to be Performed (P. 20) Item

B-1 states that the awarded proposer "Observe and verify the installation of address and project signs by the Debris Removal Contractor."

These two statements appear to contradict each other on who is responsible for the installation of the signs. On past projects, this responsibility has been with the debris removal contractor as they have been responsible for completing 8-1-1 calls before signs can be placed. Can you please confirm which party is expected to be responsible for signage on the Camp Fire project?

- A8. The signs are to be installed by the Debris Management Contractor.
- Q9. On page 33, item X.3, states Section X, Miscellaneous Positions/Services line item 3 (p. 33) states that "Water trucks will be paid on an hourly rate in the Bid Schedule that includes providing up to a 5,000 gallon water truck and driver for use throughout the project area as needed for an estimated two week period. The daily rate is per truck per day for a 10-hour working day." The cost form shows an hourly rate. Can you please confirm that the cost will be based on an hourly rate?
- A9. Water Trucks will be paid on a daily rate for these projects. We will correct the textual description and conflict.
- Q10. With the understanding that the subject matter expert (SME) position was modeled after an invaluable group of employees that have previously worked on multiple events for the State and now have their own LLC, was the State's intent to have bidders source the SME position through this LLC? Note that bidders who are not aware of this specific LLC may use their own internal resources as the qualification for the SME position in the RFP can be met by personnel (construction managers/civil engineers/debris experts) at a more competitive rate than those of the LLC.
- A10. CalRecycle intends on using some of the previously used SMEs through a direct and separate contract from this solicitation. As the need for SMEs will likely be larger than this small pool of known staff can provide, CalRecycle would like the Proposers to propose SME staff capable of providing new and separate SMEs.
- Q11. The US Army Corps of Engineers recently released a Rapid Disaster Infrastructure MATOC solicitation for handling and transportation of non-hazardous debris related to the Camp Fire from the Barber Industrial Site. Are you able to give any additional information as to how this will affect operations under the CalRecycle Camp Fire contract? For the purposes of CalRecycle, will the Barber Industrial Site be considered a final disposal location, or is there a responsibility for the awarded contractor to work with the USACE contractor to track debris past this point of disposition? The MATOC solicitation specifically mentions three debris streams (concrete, metal and cars), but how does this impact the disposal of potentially contaminated ash? Any additional information that could be provided with regards to the coordination of these two contracts would be greatly appreciated as it will help proposers to the CalRecycle RFP be able to more accurately plan for and respond to this solicitation.

A11. There is no additional information available at this time on the specifics of this potential facility or how it will be utilized. CalRecycle will work with the multiple State and Federal partners to develop and determine those issues. Proposers should assume that if material is delivered to the USACE facility, it will be treated as a final disposal site from the State's perspective, and no subsequent monitoring will be required under this contract. In the event that further monitoring is required and it causes unforeseen cost impacts not accounted for in the proposed rates, CalRecycle will issue a Change Order to compensate for the reasonable unforeseen related cost impacts.

All other terms, conditions, and requirements of this RFP will remain the same. If you have any questions relating to this RFP process, please contact me by e-mail at contracts@calrecycle.ca.gov.

Sincerely,

{Original Signed By}

Michael VanBaaren Contracts Unit Administrative Services Branch

Attachments

ATTACHMENT 1

Interested Parties Listing For RFP DRR18087 as of 12/11/18

CalRecycle has not confirmed the certification status of firms who have identified themselves as CA Certified Small Business (SB) or Disabled Veterans Business Enterprise (DVBE)

Contact Name	E-Mail	Company	Address	City	State	Zip	SB	DVBE
James Eisert	james.eisert@arcadis.com	Arcadis	101 Creekside Ridge Court, Suite 200	Roseville	CA	95678		
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Dave Adler	dadler@recology.com	Recology	2720 S 5th Avenue	Oroville	CA	95965		
Greg Pryor	gpryor@recology.com	Recology Hay Road Landfill	6426 Hay Road	Vacaville	CA	95687		
Tony Graunstadt	tony@2riversdemo.com	Two Rivers Demolition	2620 Mercantile Drive	Rancho Cordova	CA	95742		
Jennifer Gemignani	jennifer@wcwaterandtrucking.com	West Coast Water & Trucking	3941 Park Drive, Suite 20-231	El Dorado Hills	CA	95762	Х	
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