



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers
Revised 11/12/2020

November 6-~~12~~, 2020

You are invited to review and respond to this modified Request for Proposal (RFP) Primary, entitled "2020 Fires Debris and Tree Removal Assessment and Management Services" DRR20059. In submitting your proposal, you must comply with the instructions herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, Special Terms and Conditions, FEMA Special Provisions, and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Luke Wainscott
contracts@calrecycle.ca.gov
Phone: 916.341.6527
Fax: 916.319.7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Luke Wainscott
Contract Administrator

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Section 1 Overview

General Information

The Department of Resources Recycling and Recovery (CalRecycle) has been tasked by the California Governor's Office of Emergency Services (Cal OES) to manage coordinated structural debris and hazard tree removal projects for structures and trees damaged by multiple 2020 Fires throughout California. CalRecycle intends to perform this work in an expedited manner in full compliance with Cal OES and Federal Emergency Management Agency (FEMA) project requirements as outlined in this Request for Proposals (RFP), while protecting public health and safety and the environment.

Please note that CalRecycle is soliciting this contract under the authority of the Governor's Proclamation of a State of Emergency (8.18.2020, 9.6.2020, 9.10.2020, 9.25.2020, 9.28.2020) and Executive Order N-81-20 (09-25-20) and many sections and requirements may differ from typical RFP documents. **Please Note: Time periods are shorter than typical RFPs in order to respond appropriately to the situation and apparent awardees will likely be required to begin deployment immediately upon award, possibly in advance of formal contract execution.**

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814

Attn: Contracts Unit, MS-19A

Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025

Attn: Contracts Unit, MS-19A

Phone: (916) 341-6527

Fax: (916) 319-7345

E-Mail: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor's and Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

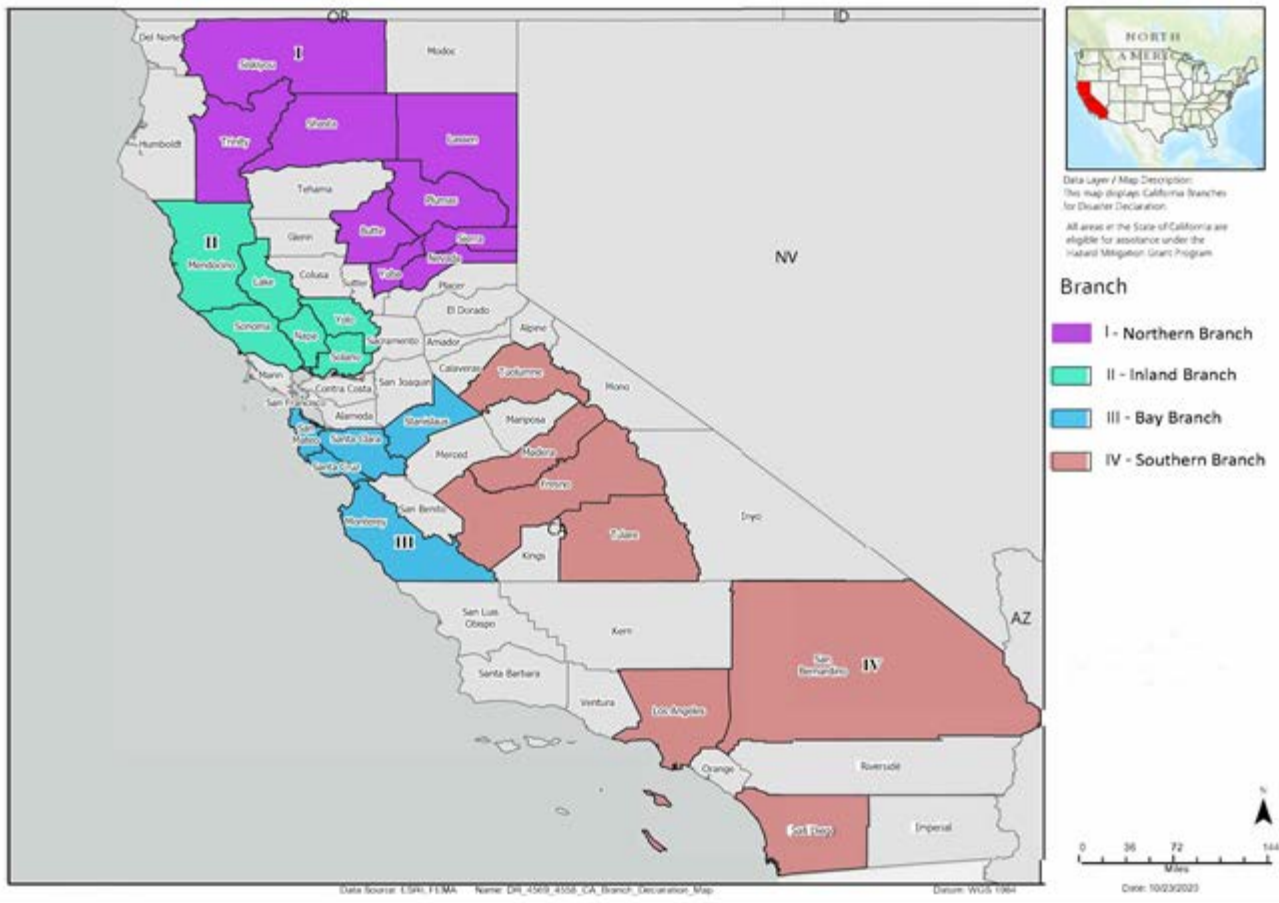
This Contract requires the Contractor to provide professional services for two (2) operational functions (Functions): 1.) structural debris removal; and 2.) hazard tree removal in one of four (4) Branches in California. The Contractor may also be required to provide financial and administrative support services related to the structural debris and hazard tree removal. The required services also include assisting CalRecycle in the coordination, documentation, and related efforts necessary to coordinate with county, state, and federal agencies to document structural debris and hazard tree assessments, removal, processing, and transport to end use/disposal facilities. Services may include support services in the following Branches:

- 1) **Northern Branch:** Portions of Butte, Lassen, Nevada, Plumas, Shasta, Sierra, Siskiyou, Trinity, and Yuba Counties. An estimated 2,200 properties in the Northern Branch may

require Structural Debris Removal Services. An estimated 300,000 Hazard Trees in the Northern Branch may require removal.

- 2) **Inland Branch:** Portions of Lake, Mendocino, Napa, Solano, Sonoma, and Yolo Counties. An estimated 1,443 properties in the Inland Branch may require Structural Debris Removal Services. An estimated 170,000 Hazard Trees in the Inland Branch may require removal.
- 3) **Bay Branch:** Portions of Monterey, San Mateo, Santa Cruz, Santa Clara, and Stanislaus Counties. An estimated 1,200 properties in the Bay Branch may require Structural Debris Removal Services. An estimated 115,000 Hazard Trees in the Bay Branch may require removal.
- 4) **Southern Branch:** Portions of Fresno, Los Angeles, Madera and Tulare Counties. An estimated 823 properties in the Southern Branch may require Structural Debris Removal Services. An estimated 120,000 Hazard Trees in the Southern Branch may require removal.

Disaster Declarations for the State of California
DR-4558-CA And DR-4569-CA-Incident: Wildfires



A Contractor may submit proposals for all four (4) Branches. CalRecycle anticipates awarding four (4) separate contracts, one per Branch, to four (4) separate Contractors.

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is current maximum budget per region as follows: Northern Branch (\$72,600,000.00), Inland Branch (\$58,200,000.00), Bay Branch (\$52,500,000.00) and Southern Branch (\$52,400,000.00). CalRecycle reserves the right to amend the

budget for this Agreement as needs arise. The current maximum budget, including all four (4) Branches, is (\$235,700,000.00).

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. 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.

Contract Term

The term of this Agreement will span approximately eighteen (18) months, depending on branch and the anticipated start date is ~~December 1~~ **November 20**, 2020, subject to CalRecycle's Notice to Proceed. The bulk of the field work for all Branches is anticipated to be completed by May 1, 2021 ~~take approximately 270 to 365 days, depending on the Branch, to complete, with residual field work lasting another 90 days. The Northern Branch field work is currently anticipated to be completed on or before December 1, 2021. Inland, Bay, and Southern Branches have field work to be completed on or before August 1, 2021.~~ Administrative work is currently anticipated to be completed within six months after the completion of field work.

Process Type

Modified Request for Proposal (RFP) (Primary Method).

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time.

Advertisement Date	November 6, 2020
Written Questions Due by 5:00 p.m.	November 9, 2020
Submittals Due by 2:00 pm	November 16, 2020
Cost Proposal Opening at 10:00 a.m.	November 19, 2020
Post Notice of Intent to Award	November 19, 2020
Anticipated Start Date	November 20, 2020

Section II Rules and Conditions

Introduction

There are conditions that this RFP, submitting Proposers, proposals and the resulting Agreements are subject to, and/or with which they must comply.

Commitment

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions, which are included in the attached sample contract.
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- FEMA Public Assistance Program Clauses, which are included in the attached sample contract.

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate or expresses any exception to the above terms, conditions, and/or requirements will be disqualified.

If the Proposer fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award an Agreement resulting from this RFP.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

(See Government Code section 4554.)

Contractor's Cost

All costs resulting from the Contractor's participation in the RFP process are at the firm's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by CalRecycle.

Information

All materials submitted in response to this RFP will become the property of CalRecycle and, as such, are subject to the Public Records Act (Government Code sections 6250 et seq.). CalRecycle will disregard any language purporting to render all or portions of any bid package confidential.

All information obtained or produced during the course of the Agreement will be made available to CalRecycle.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Proposers needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no than the date and time as indicated in the **Process Schedule** regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Questions, suggestions or objections regarding the content of this solicitation, including but not limited to the purpose, scope of work, etc., not submitted by the deadline for questions shall be deemed waived and may not be raised at a later time.

Oral communications with CalRecycle officers and employees shall be non-binding on the State and shall in no way excuse the Proposer of any obligations as set forth in this package.

All questions or inquiries regarding this solicitation shall be submitted using the contact information provided in Section I.

E-Mails and/or faxes should be clearly marked "**Questions Relating to SOLICITATION DRR20059**".

The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should

immediately be reported to CalRecycle.

Modification of Submittals

A Proposal submitted prior to the submittal deadline, can be withdrawn or modified by the submitting proposer. The proposer must:

- Provide a written request
- Identify the requesting individual and their association to the proposer

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Proposal package may be cause for rejection of that Proposal.

CalRecycle may make certain corrections, if the Proposer's intent is clearly established based on review of the complete proposal.

Unreliable List

Any contractor or subcontractor currently on CalRecycle's Unreliable list is ineligible to apply for or participate in this contract.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CalRecycle. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California or CalRecycle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Section 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to Section 10295.1 of the Public Contract Code.

Subcontractors

All subcontractors identified in the proposal, must be experts in their respective disciplines and capable of performing the tasks for which they are hired. If awarded the Agreement, the Contractor **must** use all of the SB and DVBE firms identified on the Bidder Declaration (Attachment C) form.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

CalRecycle reserves the right to approve substitutions of subcontractors, as long as, certified business participation levels remain unchanged. The Contractor also understands that subcontractors, if any, must also meet California certification requirements.

Recycled-Content Certification

The Proposer receiving award of this Contract will be required to report all State Agency Buy Recycled Campaign (SABRC) reportable purchases and the recycled content of those purchases. The sample draft Agreement, Attachment J, contains this form (CalRecycle 74C) and is required to be submitted with each invoice or annually as determined by the CalRecycle CM.

Payments to the Contractor

Payments to the Contractor by CalRecycle will be made in arrears. Services rendered by the Contractors must be identified on an invoice, to be billed monthly in arrears.

Section III Proposal Submittal Requirements

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

CalRecycle may reject any Proposal if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Proposal, if deemed in the best interest of CalRecycle.

Deadline

The Proposal Package must be received by CalRecycle, at the address listed in Section I, Overview by the date and time indicated in the **Process Schedule** regardless of postmark.

Proposals received after the deadline will be considered late and returned to the Proposer unopened.

Addressing

The proposal package must clearly state that it is in response to this RFP and note the RFP number listed with the direction of "Mailroom – do not open."

Number of Copies

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original" (Do not include Cost Proposal Sheet in this set)
- One original signed Cost Proposal Sheet in a separate sealed envelope marked "Proposal Cost-Do Not Open"
- One electronic copy on USB flash drive viewable by Adobe Acrobat Reader. Entire proposal, including any attachments, must be saved as a single document. (Do not include Cost Proposal Sheet in the electronic copy)

It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this agreement, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further

information is required;

- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Agreement on behalf of the Proposer;
- e. Statement that the Proposer will have qualified personnel available to meet the service;
- f. Statement that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC 10286;
- g. Statement verifying that none of the Contractor, its principals, or its affiliates are excluded or disqualified (per the Suspension and Debarment clause of Exhibit G); and,
- h. List of Contractor's and any subcontractor(s)' business names, identification of certified SB status, if applicable, and corresponding Office of Small Business and DVBE Services (OSDS) Reference number(s) issued to the certified SB by the DGS.

Table of Contents

The information must be organized as presented with corresponding page references.

Summary

The Proposer must include a brief overview of the project and summarize the Proposer's approach to the work.

Methodology

The proposal must include a Staffing Work Plan describing the methods to be employed to accomplish the contract activities in Exhibit A, Scope of Work, in the draft Standard Agreement (STD 213), Attachment J. The methodology must be described in sufficient detail to allow CalRecycle staff to evaluate the methods and must address all tasks and items in the Scope of Work. The description must include not only what work will be performed, but how it will be performed, and how it will be managed in a way that meets Federal Emergency Management Agency (FEMA) debris removal standards and Timber Harvest Plan and/or Waiver/Exemption requirements.

The personnel described in the Scope of Work outlines the anticipated roles and responsibilities of each of the required staff necessary for completing the task requirements.

Each proposal, at a minimum, shall include the following:

1. A written narrative describing the method or manner in which the Proposer intends to satisfy the requirements of the Scope of Work.
2. A description of the Proposer's experience in providing structural debris and/or hazard tree removal assessment and management services as outlined in the Scope of Work. The Proposer shall also include any specific experience with California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) compliance on Cal OES and/or FEMA reimbursable Structural Debris and Hazard Tree Removal projects. The description should also include experience with the National Incident Management System (NIMS) and specific Incident Command System (ICS) experience. The Proposer may also include specific experience in providing similar services for other state and local agencies.
3. An organizational chart to show the project positions and corresponding ICS personnel and subject matter experts (SMEs) that shall be responsible for providing the services.
4. Professional resumes for all of the below identified key personnel are also required to demonstrate the experience of the Proposer's resources.
 - Project Manager
 - Branch Director

- Debris Group Supervisor
- Area Leader
- Branch Planner
- Environmental Branch Director
- Certified Asbestos Consultant Lead/**Certified Site Surveillance Technician**
- ~~Logistics Unit Leader~~
- Registered Professional Forester
- TRAQ Certified Arborists
- Finance **Unit Leader**
- ~~Data Management Professionals~~ **Data/Package Manager**
- GIS Professionals
- Archaeologist(s) responsible for National Historic Preservation Act Section 106 compliance
- Biologists responsible for California and Federal Endangered Species Act Section 7 and Clean Water Act compliance

5. The Proposer must provide a Structural Debris and Hazard Tree Removal Response Plan (Response Plan) demonstrating how the Proposer will staff and manage their operations for each Function. The Response Plan must include:

- The initial steps that will be taken to fulfill the management, staffing and structural debris and hazard tree removal assessment, monitoring, and management needs to complete the described scope of work. The Response Plan must demonstrate the ability to have the management team available within 72 hours of issuance of the Notice to Proceed and meet the following respective deployment schedules while achieving and maintaining the minimum staffing levels identified in the Scope of Work:

Per Branch

<u>Task</u>	<u>Quantity</u>	<u>After Notice To Proceed</u>
Contractor's Incident Management Team (i.e. Branch Director, Debris Group Supervisor, Branch Planner, Finance Unit Leader, Logistics Unit Leader , Environmental Unit Leader)	1	3 Days
Crew Leaders to commence Individual Structural Debris Removal Site Assessments	5	1 Week
Certified Asbestos Consultant Lead/ <u>Certified Site Surveillance Technician</u>	1	1 Week
Registered Professional Forester	1	1 Week
Archaeologist (Section 106 Lead)	1	1 Week
Biologist (Section 7 Lead)	1	1 Week
Health & Safety Officer	1	1 Week

- All additional staff will be deployed in accordance with the timeframes noted in the Draft Standard Agreement (Attachment K, Exhibit A).
- All Proposer structural debris recovery field staff must have current HAZWOPER certification and fit testing.

- How the Proposer will implement an Environmental Protection Plan (EPP) and the Environmental Compliance Plan (ECP) to address both Functions (Structural Debris and Hazard Tree Removal). The IMT team has directed State staff to prepare both an EPP and the ECP developed to ensure that the structural debris removal and hazard tree removal functions are compliant with the Forest Practice Act (California Forest Practice Rules), the California Environmental Quality Act, the Federal National Environmental Policy Act (NEPA), California and Federal Endangered Species Act Section 7, Clean Water Act, and National Historic Preservation Act Section 106, and other requirements. The ECP presents the BMPs and AMMs required to meet the requirements set forth in the EPP. The Proposer will be required to implement the BMPs and AMMs listed in the ECP. A similar ECP to the ECPs anticipated for these operations is included. Please refer to Attachment L for example and reference only purposes.
- How the RPFs will prepare appropriate Timber Harvest Plan(s)/Conversion Exemptions to meet the CalFire, California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA) requirements for tree removal. The plan shall also demonstrate how and the timeframe of the paired teams of Arborists with Crew Leaders (CLs) will be trained by the RPFs on project specific hazard tree marking methodology, how to assess and determine eligible hazard trees for this program, what environmental conditions to look for at each property and then how to enter all of the necessary information using the Survey 123 data collection or similar GIS (ESRI) compatible software. Then, these teams will be sent out to mark and document hazard trees from properties for which right of entry forms (ROEs) have been accepted into the program and from Public Rights of Way (ROWs).

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

Qualifications and Resources

As demonstrated by resumes and references, the Proposer and any subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project. The Proposer's Team shall have proven ability and expertise to lead the assessment, monitoring, and management of structural debris and hazard tree removal operations, including the following:

- Structural Debris Removal for a private property debris removal operation;
- Hazard Tree assessments, for a private property hazard tree removal operation;
- Initial environmental site assessments for Structural Debris Removal;
- Planning for Fire Debris Removal, other disaster Structural Debris Removal or Hazard Tree Removal operations;
- Logistics support for such operations;
- State and Federal environmental permitting;
- Monitoring and oversight of the collection of Structural Debris Removal or Hazard Tree Removal data and information;
- Geographic Information System (GIS) based data management;

- Finance/administration qualifications necessary to support maximum reimbursement of costs for Structural Debris Removal or Hazard Tree Removal operations.
- Section 106 compliance, including the Archaeologist's required qualifications (Archaeologist must meet Secretary of the Interior's Professional Qualifications Standards (SOI) for archaeology (36 CFR 61) and, if necessary, staff operating under the direction of the Archaeologist.
- Tribal consultation experience
- Endangered Species Act Section 7 compliance, including providing Biologists to meet experience qualifications for particular species (to be vetted by a United States Fish and Wildlife Services representative)

Additionally, the Proposer must demonstrate the Team's experience and capability in the coordination, documentation and other necessary efforts required to coordinate and/or work with local, state, or federal agencies (if and where necessary) to assist in meeting their environmental protection requirements that may be a part of both a structural debris and a hazard tree removal operation.

The Proposer's key senior staff shall have a minimum of three (3) years of experience supporting, overseeing, and monitoring of disaster structural debris removal operations, hazard tree removal operations, combined structural debris removal and hazard tree removal operations (ideally, but not necessarily, Federal, State, or Local Municipality-funded hazard tree removal, Structural Debris cleanup, and/or ICS related experience). Other qualifying experience includes investigating, assessing, remediating, monitoring, overseeing, and documenting large environmental remediation operations.

Professional resumes submitted in support of personnel, including subcontractors, shall specify the following elements:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

References

The Proposer's team must provide a minimum of three (3) verifiable references and experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Proposer, as it deems necessary.

~~Due to the need to move forward with cleanup efforts, Proposers shall ensure references' availability during the Thanksgiving holiday weekend (November 26—29) for CalRecycle's verification efforts.~~

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, CalRecycle reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the proposer's benefit to inform its references that they may be contacted by CalRecycle regarding this RFP during the anticipated review period and their quick response would be helpful to the proposer's

cause.

Samples of Written Work

The Proposal must include a copy of a final report from a project that is similar in nature to the proposed project (e.g. large debris, hazard tree, or environmental cleanup projects that were broken up into numerous segments that had to be addressed as individual projects and were each controlled and tracked separately).

Contractor Eligibility

The Proposer must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC section 10286.1. The statement may be included in the cover letter.

Licenses

The Proposer and any Subcontractors shall be individuals or firms qualified to do business in California. The Proposal must include the following required documentation of validity at the time of bid submission:

- A copy of the Proposer's (and any Subcontractors') professional registrations with the California Department of Consumer Affairs, including engineering, geologist and other applicable professional registrations.
- A copy of the Proposer's (and any Subcontractors') business registrations with the California Secretary of State.
- Hazardous Waste Operations and Emergency Response (HAZWOPER) Certifications for:
 - at least five Site Inspectors,
 - each proposed Division Group Supervisor,
 - Branch Planner,
 - ~~Logistics Unit Leader, and~~
 - ~~Financial Unit Leader.~~

(All other Structural Debris Removal field staff shall be HAZWOPER certified prior to being allowed to conduct any project related field work, but their certificates do not need be provided with the proposal.)

- Registered Professional Forester, per the current California Forest Practice Rules and pursuant to Article 3, Chapter 2, Division 1 of the Public Resources Code.
- Certified Arborists (i.e. International Society of Arboriculture (ISA), America Society of Consulting Arborist (ASCA), or certified or a degreed Forester) who are also Tree Risk Assessment Qualified (TRAQ).
- Registered safety professional (CIH or CSP).
- The Proposer (prime Contractor only) must provide their OSHA lost time injury/illness incidence, OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR) for the last 3 years.
- Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61)

All Contractor hazard tree removal field staff shall be trained, at Contractor's expense, per CalOSHA tree work safety guidance for the logging industry, for the types of activities

included in this scope of services, according to guidance issued by the Department of Industrial Relations (available For Reference Only here: <https://www.dir.ca.gov/dosh/Tree-Work-Safety.html>).

Small Business (SB) Preference

The following information shall apply to both SBs and Micro Businesses (MB).

Any Proposer competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference.

Certification must be provided by the Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

CalRecycle will apply the preference per State law and as described on the Department of General Services website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program?search=programs>.

A five percent (5%) preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Proposal response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net Proposal price with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the Proposal response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net Proposal price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form to report this information.

Proposers claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net Proposal price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the Proposal due date, and the OSDC must be able to approve the application as- submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single Proposal.

The preference is applied during the evaluation process and is only applied for responsive Proposals from responsible Proposers proposing the percentage of SB participation for the incentive specified above. The SB preference will be applied when a responsible Proposer that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive Proposal.

For award based on low price, the preference is applied by reducing the Proposal price by the amount of incentive as computed from the lowest responsive and responsible Proposal price.

The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Proposer's SB certification should be included with the Proposal Package.

If the Proposer makes a commitment to achieve small business participation, then the Proposer, if awarded this contract, must within 60 days of receiving final payment (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved (Govt. Code § 14841). Refer to Attachment D to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Incentive

Any Proposer competing in this process as a California Certified Disabled Veterans Business Enterprise, or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE will receive an incentive as shown below:

1. Five (5%) and above participation level = Proposal will receive five percent (5%) incentive.
2. Four (4%) participation level = Proposal will receive two percent (2%) incentive.
3. Three (3%) participation level = Proposal will receive one percent (1%) incentive.

Certification must be provided by the Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

A five percent (3-5%) Proposal incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the non-DVBE subcontractor incentive, the Proposal response must include a list of the DVBE(s) with which you commit to subcontract in an amount of at least three percent (3%) of the net Proposal price with one or more California certified DVBEs. Each listed certified DVBE must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4).

The required list of California certified DVBE subcontracts must be attached to the Proposal response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net Proposal price (as specified in the solicitation) per subcontractor. Use Attachment C to report this information.

Proposers claiming incentive must commit to subcontract at least three percent (3%) of the net Proposal price with one or more California certified DVBEs. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the Proposal due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

The incentive is applied during the evaluation process and is only applied for responsive Proposals from responsible Proposers proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on low price, the incentive is applied by reducing the Proposal price by the

amount of incentive as computed from the lowest responsive and responsible Proposal price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Proposer's DVBE certification should be included with the Proposal Package. For information on locating DVBE resources please go to the following website

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program?search=programs>.

If awarded, the Proposer who has made a commitment to achieve disabled veteran business enterprise (DVBE) participation, must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 999.5(d)). Refer to Attachment D to fulfill this requirement.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (SB or DVBE participation) the maximum limit of the combined preferences is ~~15% of the bid amount and, in no case, more than~~ \$100,000.00 per solicitation.

Preference programs for the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB and a firm that is SB and DVBE, the award shall be made to the firm that is SB and DVBE.

Section IV Cost Proposal Submittal Overview

The Cost Proposal Sheet must be submitted in a separate, sealed envelope by the due date identified in the Schedule of Section I.

The envelope must read "Proposal Cost-Do Not Open".

This solicitation will award up to four contracts for different operational branches. Proposers may submit Cost Proposal Sheets for any or all branches, with each Cost Proposal Sheet noting the branch to which it applies.

Cost Breakdown

The Cost Proposal must specify the total cost and include detailed project costs, as required in the Cost Proposal Sheet. The winning proposer's invoices must be itemized as shown in the submitted cost sheet.

The costs identified, should take into consideration the length of the contract, rise in salaries and administrative overhead costs.

The Cost Proposal Sheet is a self-contained document for purposes of evaluating whether all information required by the RFP has been submitted and determining lowest cost. Therefore, all information must be included on the Cost Proposal Sheet.

Reference by incorporation to the proposal is not acceptable.

The rates identified on the Cost Proposal Sheet may not be changed and will remain in effect for the life of the Agreement.

The rates on the Cost Proposal Sheet represent the rate the Contractor will be paid for each hour of work, except when a unit rate, other than hourly, has been established for tasks, such as for the Hazard Tree Assessments by an Arborist Strike Team. The rate shall be inclusive of all pre-planned shutdowns, non-working days and holidays, straight time, overtime, and double time labor per day, health & safety equipment, personal protective equipment (PPE), cameras, computers, cell phones, navigation devices, tablets, vehicle, air fare, lodging, per diem, travel, overhead, other costs of doing business, and profit for each hour of work, including overtime, indicating the rates of reimbursement for the project. Overhead, as used herein, includes **operation office and/or storage facilities**, administrative support, fringe benefits, and home office costs and does not include field costs to support the tree removal operations as directed by the CalRecycle Contract Manager, in consultation with the IMT. Rates shall be inclusive of the Proposer's lodging costs.

The Cost Proposal Sheets will be compared on the basis of Total Estimated Operational Cost for the full operation, utilizing the multiplying factors for each labor category and adding up the totals for each, to determine the lowest cost proposal among all Proposals receiving passing scores.

Section V Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFP, it may be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Selection Process

The Selection Committee will evaluate and score all proposals, passing the Pre- Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP. Only those that receive a score of at least the minimum requirement identified on the Proposal Scoring Sheet will advance to the cost opening and be eligible to be awarded a contract. The qualified cost proposals (sealed) will be opened publicly at the CalEPA building at 1001 I Street, Sacramento, CA at the time set in Section I Overview, Process Schedule. Interested parties are advised that CalRecycle will live-webcast the Cost Proposal Opening on the date and time as indicated in the **Process Schedule**. The live-webcast will be viewable at <https://video.calepa.ca.gov/>. Any changes will be announced on CalRecycle's website.

Grounds for Rejection

All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Reasons a proposal may be rejected include, but are not limited to:

- It is received after the due date and time for submittal
- The cost submittal is unsigned
- Duplicative staff from other current fire structural debris and/or hazard tree removal projects are proposed for primary staff positions within the Proposer's team
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance from the State
- Any items required by the RFP are not included with the submittal

CalRecycle may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CalRecycle even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

No proposal may be rejected arbitrarily or without reasonable cause.

Award of Agreement

The award of these Agreements will be to the lowest responsive Proposers meeting all RFP requirements for each branch. Proposers may be awarded only one (1) of the four (4) Agreements

(except as noted below). The Proposers submitting the lowest qualified bid for each of the four (4) branches, as determined by the "Total Estimated Operational Cost" line on each "Cost Proposal Sheet" (Attachment A), after application of any applicable preferences, will be awarded an Agreement. Proposers may bid on more than one branch, but each Proposer will be awarded no more than one branch. If a Proposer submits bids for multiple branches and is the apparent low bidder for more than one branch, the contracts will be awarded in the following order: Northern Branch first, Inland Branch second, Bay Branch third, Southern Branch fourth. After a Proposer has been awarded a contract for one branch, its bids for other branches will be removed from consideration in determining the awards of the subsequent branches.

In the event that a branch receives only one qualified bid, CalRecycle may, at its sole discretion, award the contract to the Proposer or rebid the branch area.

If a branch has its only qualified bid removed from consideration due to the Proposer winning another branch, CalRecycle reserves the right, at its sole discretion, to award the additional branch to the Proposer (in excess of the normal limit of one branch per proposer) if the Proposer can demonstrate sufficient additional resources to manage the additional branch simultaneously without compromising the Proposer's ability to perform the work.

In the event of a tie, CalRecycle will utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which proposer has the most SB and DVBE participation identified in Attachment C.

CalRecycle reserves the right to not award any or all Agreements.

Notice of Intent to Award

CalRecycle will post a Notice of Intent to Award this Contract as soon as possible after the Cost Proposal opening. This notice will be posted for five (5) working days, but because of the emergency situation, CalRecycle may move forward with the contract award during the 5-day period, subject to the protest procedure discussed below.

Notice of the intent to Award will be posted on CalRecycle's website at

www.CalRecycle.ca.gov/contracts and at the headquarters building noted in Section I.

It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

Due to the urgent need to begin site assessments as quickly as possible, Proposers identified in the Notice of Intent to Award shall be prepared to deploy immediately upon the issuance of a Notice to Proceed from CalRecycle, even if the Notice to Proceed predates formal execution of the Agreement. The deployment timeline identified in the Response Plan (Page 13, above) will begin immediately upon delivery of the Notice to Proceed and the identified timeframes will be strictly enforced. Proposers should anticipate that a Notice to Proceed could be issued as early as the same day as the Notice of Intent to Award (November 19, 2020) and that this date will become the start date for the Agreement and for purposes of deployment timelines.

Rejection of Award

If the Proposer fails to enter into a satisfactory Agreement within a reasonable timeframe after the award is made, CalRecycle may deem that the Proposer has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next highest ranked Proposer.

CalRecycle will notify the rejected highest ranked Proposer at least one (1) day prior to the award being made, of the decision not to award the agreement.

Protest of Award

A Bidder may protest the proposed award by filing a protest with CalRecycle's Hearing Officer. The protest must be filed after the notice of intent to award the contract, and must be filed within five (5) working days of the posting of the notice of intent to award.

Within five (5) **working** days of the initial protest filing, the Bidder must submit a detailed written statement with information that supports that the Bidder would have been awarded the contract and the grounds for that position.

Because of the necessity to begin fire debris removal immediately, the Agreement may be awarded prior to a decision on the filed protest. In the event that the Hearing Officer finds that the contract was awarded incorrectly, the contract may be terminated and awarded to the protestant.

In considering the protest, the Hearing Officer may request and consider written statements of the protestant, the awarded bidder, and CalRecycle, along with all RFP and bid documents.

The protest documents shall be sent via registered mail or email to:

Department of Resources Recycling and Recovery
Attn: Contracts Unit c/o Hearing Officer
1001 I Street, MS-19A
Sacramento, CA 95814
Email contracts@calrecycle.ca.gov

Section VI. Definition and Terms

General

Unless the context otherwise requires, wherever in this RFP or addenda, the following acronyms and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity and are intended to refer to persons of either sex.

Acronyms

ADA	Americans with Disabilities Act
APN	Assessor’s Parcel Number
Cal OES	California Governor's Office of Emergency Services
CalEPA	California Environmental Protection Agency
CalRecycle	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
CM	Contract Manager
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
FPR	Forest Practice Rules
GAR	Governor’s Authorized Representative (40 CFR Part 206.2) – a FEMA defined term
GC	Government Code
IAP	Incident Action Plan
ICS	Incident Command System
IFB	Invitation for Bids
IMT	Incident Management Team
PCC	Public Contract Code
PPDR	Private Property Structural Debris Removal – a FEMA defined term
RFP	Request for Proposals
ROE	Right of Entry
SB	Small Business
SCM	State Contracting Manual
SOW	Scope of Work
SQL	Microsoft Structured Query Language
SSIS	SQL Server Integration Services
LTO	Licensed Timber Operator
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Definitions

214 Forms (ICS 214 Forms)

The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after action report.

Agreement

The written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Assessor's Parcel Number (APN)

The unique number assigned to each parcel of land by the county tax assessor. See *Site*.

Branch

One of four administrative areas associated with this contract solicitation.

Branch Director

An organizational level of the Operations Section that facilitates efficient management of multiple operations activities via geographic, functional, or jurisdictional responsibility. Typically branches are established only for very large or complex incidents.

Branch Planner

Works directly with the Branch Director, to plan and coordinate Debris and Hazard Tree Removal resources for the multiple activities throughout the Branch. Produces the Incident Action Plan (IAP) for the Branch.

Cal OES

California Governor's Office of Emergency Services

Cal EPA

The California Environmental Protection Agency

CalRecycle

Department of Resources Recycling and Recovery

CalRecycle Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this contract.

Contract

Contracts are legally binding voluntary agreements between two (2) or more parties. "A contract is an agreement to do or not to do a certain thing." (Civil Code section 1549) It gives rise to an obligation or legal duty enforceable in an action at law. (Civil Code section 1428.) The terms "Contract" and "Agreement" are interchangeable.

Contract Manager (CM)

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor. In this RFP the Assessment and Management Consultant is the Contractor

Cost Proposal Opening

A public meeting, where the costs bid by a proposer on an advertised project, are opened and a determination is made as to the apparent low bidder.

Day

Unless otherwise indicated, a “day” or “days” refers to a calendar day(s).

Debris Group Supervisor:

Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Branch.

Director

The Director of the Department of Resources Recycling and Recovery, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Duly Authorized Representative

Means the duly authorized employee of the contractor that has the authority to represent the contractor and sign documents pertaining to the Contracts and submit invoices to CalRecycle.

Finance & Administration Team

CalRecycle Program, Budgets, Mission Task Finance Unit (Accounting), Contracts, and Legal Affairs.

Finance Unit Lead:

Tracks Branch level costs and imbursements for the Structural Debris and Hazard Tree Removal Operations throughout the Branch.

Hazard Tree

A tree so damaged by fire that it possesses an imminent threat of falling onto public right of way (ROW), other improved public property, or other infrastructure – as approved by the IMT.

Incident Action Plan (IAP)

A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

IFB
Invitation for Bids

Incident Management Team (IMT)

Designated personnel who provide support to incident management. The IMT include the Operations Chief, Planning Chief, Finance and Administration Section Chief and their respective designees.

Legal Holiday

Those days designated as State holidays in the Government Code.

Lot

See *Site*.

Operation

The full scope of Structural Debris Removal and Hazard Tree Removal services, including that described in Exhibit B and additional services performed by other contractors or government agencies necessary to complete Structural Debris Removal and Hazard Tree Removal services.

Operational permits enforced by CalFire

Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption)

Over Excavation:

“Over Excavation” occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

Project

See *Operation*

Preliminary Damage Assessment:

“Preliminary Damage Assessment” means a process which may be used to determine the impact and magnitude of damage and the resulting unmet needs of local agencies following a disaster. The Preliminary Damage Assessment may be performed by a team consisting of a representative(s) from the affected local agency and a representative(s) from the California Governor’s Office of Emergency Services (Cal OES), in addition to a federal representative(s) if federal assistance is to be pursued. [19 CCR 2900(w)]

Project Manager

In addition to the responsibilities described in the Description of Work, the Project Manager is the Contractor’s representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Property

A parcel of land owned by a resident, commercial, industrial, or public entity.

Rejected Load

A "Rejected Load" occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being "misclassified" upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and other available information.

Right of Way (ROW)

"Right-of-way" is used herein solely with respect to FEMA eligibility. "Right-of-way" generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

Right of Way Segment

A reasonable operational portion of a public right of way.

ROE

Right of Entry

Scope of Work (SOW)

The description of work required of a contractor by the awarding agency.

Section 106

Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 800 *et seq.*

Site

A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a "Property," "Lot," "Bay," or "APN" as defined in this Agreement. [modified, 19 CCR 2900(gg)]

Small Business (Certified)

A business that has been certified by the Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State

The State of California.

State Contract Law

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

Structural Debris Removal and Hazard Tree Removal Contractor

The Contractor hired by CalRecycle to remove structural debris and hazard trees identified by the Assessment and Management Consultant.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Task Force

Unit and organizational element having functional responsibility for a specific activity.

LTO

Licensed Timber Operator

Work Authorization

See *Work Order*.

Workday

For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Structural Debris removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings. The IMT will determine operational hours for each operational period.

The actual length of a specific workday may vary based upon operational needs, specific job description and duties, weather, local laws, and other factors. In previous similar incidents daily Structural Debris on-site Structural Debris removal operations began typically began at 0630 or 0700 and ended at 1800 or 1900.

Work Order

A contract document CalRecycle uses to direct contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, not to exceed cost, and provide a schedule for completion. The contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. The terms "Work Order" and "Work Authorization" are interchangeable.

Attachments

Cost Proposal Sheet

**2020 Fire Debris and Hazard Tree Removal
Assessment and Management Services for Northern Branch
DRR20059**

Complete this form and submit the original in accordance with the requirements of this RFP.
Contractor/Company Name: _____

Proposer shall submit hourly/unit rates in the schedule below in a separate, sealed envelope. The hourly/unit rate shall be inclusive of all pre-planned shutdowns, non-working days and holidays, straight time, overtime, and double time labor per day, Health & Safety equipment, personal protective equipment (PPE), personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets, vehicle, air fare, lodging, per diem, travel, overhead, and profit for each hour of work, including overtime, indicating the proposed rates of reimbursement for the project. Overhead, as used herein, includes Operation office and/or equipment storage facilities, administrative support, fringe benefits, and home office costs and does not include to support the tree removal operations as directed by the CalRecycle CM in consultation with the IMT. Rates shall be inclusive of the Proposer's lodging costs.

Note: One Task Force Leader is required for every 5 Crew Leaders. Actual numbers of personnel will be determined by the IMT's Debris Group Supervisor and Branch Planner and changed as circumstances require. It is anticipated that the number of Debris Group Supervisors, Branch Planners, ~~Logistics Unit Leads~~, Area Leaders, Task Force Leaders, H&S Officers, and other support positions required will be based on the requirement to adequately plan, supervise, and direct the work appropriately, as required by CalRecycle.

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Project Manager		/Hr/Person**	3,377	
Branch Director		/Hr/Person**	6,890	
Health and Safety Officer		/Hr/Person**	6,821	
Debris Group Supervisor		/Hr/Person**	4,113	
Registered Professional Forester		/Hr/Person**	10,231	
Arborist/CL Strike Team (APN)		/ Team /APN***	2,213	
Arborist/CL Strike Team (ROW)		/Team / ROW Mile	211	
Arborist (for work not included in prior two items)		/Hr/Person**	12,057	

Attachment A
Northern Branch

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Area Leader		/Hr/Person**	16,627	
Task Force Leader		/Hr/Person**	83,133	
Crew Leader – Debris Assessments or Removal Sites		/Hr/Person**	193,457	
Crew Leader – Hazard Tree Assessments or Tree Removal Sites		/Hr/Person**	257,942	
Crew Leader - Materials Receiving Facilities		/Hr/Person**	35,133	
Professional Land Surveyor		/Hr/Person**	4,263	
Certified Asbestos Consultant/ <u>Certified Site Surveillance Technician</u>		/Hr/Person**	20,668	
Environmental Unit Leader		/Hr/Person**	5,457	
Environmental Task Force Leader/Water Quality BMPs		/Hr/Person**	5,402	
Environmental Task Force Leader/Air Quality		/Hr/Person**	4,052	
Environmental Task Force Leader/Senior Environmental Specialist		/Hr/Person**	2,364	
Environmental Crew Leader		/Hr/Person**	47,745	
Data/Packet Manager		/Hr/Person**	10,804	
Branch Planner		/Hr/Person**	3,548	
Planning Assistant		/Hr/Person**	5,567	
GIS Professional		/Hr/Person**	14,054	
Finance Unit Leader		/Hr/Person**	3,479	
Finance Assistant		/Hr/Person**	5,457	

Attachment A
Northern Branch

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Accounting and Administrative Staff – Field		/Hr/Person**	13,642	
Accounting and Administrative Staff – Office		/Hr/Person**	11,937	
Biologist		/Hr/Person**	23,873	
Archaeologist		/Hr/Person**	23,873	
Truck Inspection Crews (DOT Level 1)		Inspection Crew Days	1,706	
GPS Tracking of Commercial Fleet		GPS Units**	15,193 1,500	
Signage		Signs**	2,144	
Water Truck Cost (Truck plus driver)		/hour /10-hour day)	353	
Laboratory Costs – Soil		Per Chain of Custody per Sample Event	2,122	
Laboratory Costs – Water		Per Chain of Custody per Sample Event	708	
Laboratory Costs – Asbestos		Per Chain of Custody per Sample Event	1,061	
Standard Air Monitoring Equipment (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials)		Unit Days**	6,139	
<u>Advanced Air Sampling Equipment (including portable electric generator sets, laboratory costs, and support materials)</u>		<u>Unit Days**</u>	<u>61</u>	

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Oversight of Tribal Monitoring Operations (Flat Rate)		Unit Days**	270 <u>150</u>	
Total Estimated Operational Cost				

*Any other technical or support staff and/or equipment deemed necessary by the CalRecycle CM but not listed above shall be paid at a negotiated rate that is reasonable, typical of the industry, and allocable and with the written approval of the CalRecycle CM per the Work Authorization clause of Exhibit D.

Per the maximum quantity of personnel and/or equipment specified in the Scope of Work (SOW). CalRecycle does not express or guarantee the quantities of services or goods specified in the SOW. CalRecycle will only pay actual costs **the rates incurred by the Contractor up to the respective Project Costs specified herein for each bid item. CalRecycle will only pay actual costs **rates** based on true and correct representation made in itemized, documented, and supported invoices supplied by the Contractor.

~~***CalRecycle anticipates every lot to require an average of 4.0 hours for complete arborist strike team assessments. In the event arborist strike teams require more than 4.0 hours for assessments, Contractor shall seek preapproval from CalRecycle CM and the Debris Group Supervisor for additional hour(s) of assessment. Absent this pre-approval, Contractor shall be responsible for additional arborist strike team costs above 4.0 hours.~~

Acknowledgement/Authorization

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The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410 and 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Proposal.

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

Name & Title of
Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State, Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

Cost Proposal Sheet
2020 Fire Debris and Hazard Tree Removal
Assessment and Management Services for Inland Branch
DRR20059

Complete this form and submit the original in accordance with the requirements of this RFP.

Contractor/Company Name:

Proposer shall submit hourly/unit rates in the schedule below in a separate, sealed envelope. The hourly/unit rate shall be inclusive of all pre-planned shutdowns, non-working days and holidays, straight time, overtime, and double time labor per day, Health & Safety equipment, personal protective equipment (PPE), personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets, vehicle, air fare, lodging, per diem, travel, overhead, and profit for each hour of work, including overtime, indicating the proposed rates of reimbursement for the project. Overhead, as used herein, includes Operation office and/or equipment storage facilities, administrative support, fringe benefits, and home office costs and does not include to support the tree removal operations as directed by the CalRecycle CM in consultation with the IMT. Rates shall be inclusive of the Proposer's lodging costs.

Note: One Task Force Leader is required for every 5 Crew Leaders. Actual numbers of personnel will be determined by the IMT's Debris Group Supervisor and Branch Planner and changed as circumstances require. It is anticipated that the number of Debris Group Supervisors, Branch Planners, ~~Logistics Unit Leads~~, Area Leaders, Task Force Leaders, H&S Officers, and other support positions required will be based on the requirement to adequately plan, supervise, and direct the work appropriately, as required by CalRecycle.

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Project Manager		/Hr/Person**	3,377	
Branch Director		/Hr/Person**	6,890	
Health and Safety Officer		/Hr/Person**	6,821	
Debris Group Supervisor		/Hr/Person**	4,113	
Registered Professional Forester		/Hr/Person**	6,139	
Arborist/CL Strike Team (APN)***		/ Team /APN	1,518	
Arborist/CL Strike Team (ROW)		/Team / ROW Mile	211	
Arborist (for work not included in prior two items)		/Hr/Person**	5,167	
Area Leader		/Hr/Person**	10,451	

Task Force Leader		/Hr/Person**	52,255	
Crew Leader – Debris Assessments or Removal Sites		/Hr/Person**	128,971	
Crew Leader – Hazard Tree Assessments or Tree Removal Sites		/Hr/Person**	154,766	
Crew Leader - Materials Receiving Facilities		/Hr/Person**	35,133	
Professional Land Surveyor		/Hr/Person**	4,263	
Certified Asbestos Consultant/ <u>Certified Site Surveillance Technician</u>		/Hr/Person**	20,668	
Environmental Unit Leader		/Hr/Person**	8,185	
Environmental Task Force Leader/Water Quality BMPs		/Hr/Person**	8,103	
Environmental Task Force Leader/Air Quality		/Hr/Person**	6,077	
Environmental Task Force Leader/Senior Environmental Specialist		/Hr/Person**	2,364	
Environmental Crew Leader		/Hr/Person**	28,647	
Data/Packet Manager		/Hr/Person**	10,804	
Branch Planner		/Hr/Person**	3,548	
Planning Assistant		/Hr/Person**	5,567	
GIS Professional		/Hr/Person**	14,054	
Finance Unit Leader		/Hr/Person**	3,479	
Finance Assistant		/Hr/Person**	5,457	
Accounting and Administrative Staff – Field		/Hr/Person**	13,642	
Accounting and Administrative Staff – Office		/Hr/Person**	11,937	

Biologist		/Hr/Person**	23,873	
Archaeologist		/Hr/Person**	23,873	
Truck Inspection Crews (DOT Level 1)		Inspection Crew Days	1,706	
GPS Tracking of Commercial Fleet		GPS Units**	15,193 <u>1,500</u>	
Signage		Signs**	1,434	
Water Truck Cost (Truck plus driver)		/hour /10-hour day)	353	
Laboratory Costs – Soil		Per Chain of Custody per Sample Event	1,420	
Laboratory Costs – Water		Per Chain of Custody per Sample Event	474	
Laboratory Costs – Asbestos		Per Chain of Custody per Sample Event	710	
Standard Air Monitoring Equipment (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials)		Unit Days**	5,371	
<u>Advanced Air Sampling Equipment (including portable electric generator sets, laboratory costs, and support materials)</u>		<u>Unit Days**</u>	<u>54</u>	
Oversight of Tribal Monitoring Operations (Flat Rate)		Unit Days**	270 <u>150</u>	
Total Estimated Operational Cost				

*Any other technical or support staff and/or equipment deemed necessary by the CalRecycle CM but not listed above shall be paid at a negotiated rate that is reasonable, typical of the industry, and allocable and with the written approval of the CalRecycle CM per the Work Authorization clause of Exhibit D.

**Per the maximum quantity of personnel and/or equipment specified in the Scope of Work (SOW). CalRecycle does not express or guarantee the quantities of services or goods specified in the SOW. CalRecycle will only pay actual costs the rates incurred by the Contractor up to the respective Project Costs specified herein for each bid item. CalRecycle will only pay actual costs rates based on true and correct representation made in itemized, documented, and supported invoices supplied by the Contractor.

~~***CalRecycle anticipates every lot to require an average of 4.0 hours for complete arborist strike team assessments. In the event arborist strike teams require more than 4.0 hours for assessments, Contractor shall seek preapproval from CalRecycle CM and the Debris Group Supervisor for additional hour(s) of assessment. Absent this pre-approval, Contractor shall be responsible for additional arborist strike team costs above 4.0 hours.~~

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

Name & Title of
Authorized
Representative: _____

Contractor Name: _____

Address: _____

Telephone #: _____

City, State, Zip: _____

Email: _____

Signature of Authorized
Representative: _____

Date Signed: _____

**Cost Proposal Sheet
2020 Fire Debris and Hazard Tree Removal
Assessment and Management Services for Bay Branch
DRR20059**

Complete this form and submit the original in accordance with the requirements of this RFP.

Contractor/Company Name:

Proposer shall submit hourly/unit rates in the schedule below in a separate, sealed envelope. The hourly/unit rate shall be inclusive of all pre-planned shutdowns, non-working days and holidays, straight time, overtime, and double time labor per day, Health & Safety equipment, personal protective equipment (PPE), personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets, vehicle, air fare, lodging, per diem, travel, overhead, and profit for each hour of work, including overtime, indicating the proposed rates of reimbursement for the project. Overhead, as used herein, includes Operation office and/or equipment storage facilities, administrative support, fringe benefits, and home office costs and does not include to support the tree removal operations as directed by the CalRecycle CM in consultation with the IMT. Rates shall be inclusive of the Proposer's lodging costs.

Note: One Task Force Leader is required for every 5 Crew Leaders. Actual numbers of personnel will be determined by the IMT's Debris Group Supervisor and Branch Planner and changed as circumstances require. It is anticipated that the number of Debris Group Supervisors, Branch Planners, ~~Logistics Unit Leads~~, Area Leaders, Task Force Leaders, H&S Officers, and other support positions required will be based on the requirement to adequately plan, supervise, and direct the work appropriately, as required by CalRecycle.

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Project Manager		/Hr/Person**	3,377	
Branch Director		/Hr/Person**	6,890	
Health and Safety Officer		/Hr/Person**	6,821	
Debris Group Supervisor		/Hr/Person**	4,113	
Registered Professional Forester		/Hr/Person**	12,278	
Arborist/CL Strike Team (APN)***		/ Team /APN	1,265	
Arborist/CL Strike Team (ROW)		/Team / ROW Mile	211	
Arborist (for work not included in prior two items)		/Hr/Person**	5,167	
Area Leader		/Hr/Person**	4,751	

Task Force Leader		/Hr/Person**	23,753	
Crew Leader – Debris Assessments or Removal Sites		/Hr/Person**	128,971	
Crew Leader – Hazard Tree Assessments or Tree Removal Sites		/Hr/Person**	128,971	
Crew Leader - Materials Receiving Facilities		/Hr/Person**	35,133	
Professional Land Surveyor		/Hr/Person**	4,263	
Certified Asbestos Consultant/ <u>Certified Site Surveillance Technician</u>		/Hr/Person**	20,668	
Environmental Unit Leader		/Hr/Person**	5,457	
Environmental Task Force Leader/Water Quality BMPs		/Hr/Person**	5,402	
Environmental Task Force Leader/Air Quality		/Hr/Person**	4,052	
Environmental Task Force Leader/Senior Environmental Specialist		/Hr/Person**	2,364	
Environmental Crew Leader		/Hr/Person**	23,873	
Data/Packet Manager		/Hr/Person**	10,804	
Branch Planner		/Hr/Person**	3,548	
Planning Assistant		/Hr/Person**	5,567	
GIS Professional		/Hr/Person**	14,054	
Finance Unit Leader		/Hr/Person**	3,479	
Finance Assistant		/Hr/Person**	5,457	
Accounting and Administrative Staff – Field		/Hr/Person**	13,642	
Accounting and Administrative Staff – Office		/Hr/Person**	11,937	

Biologist		/Hr/Person**	23,873	
Archaeologist		/Hr/Person**	23,873	
Truck Inspection Crews (DOT Level 1)		Inspection Crew Days	1,706	
GPS Tracking of Commercial Fleet		GPS Units**	15,193 <u>1,500</u>	
Signage		Signs**	1,194	
Water Truck Cost (Truck plus driver)		/hour /10-hour day)	353	
Laboratory Costs – Soil		Per Chain of Custody per Sample Event	1,182	
Laboratory Costs – Water		Per Chain of Custody per Sample Event	591	
Laboratory Costs – Asbestos		Per Chain of Custody per Sample Event	591	
Standard Air Monitoring Equipment (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials)		Unit Days**	4,221	
<u>Advanced Air Sampling Equipment (including portable electric generator sets, laboratory costs, and support materials)</u>		<u>Unit Days**</u>	<u>42</u>	
Oversight of Tribal Monitoring Operations (Flat Rate)		Unit Days**	270 <u>150</u>	
Total Estimated Operational Cost				

*Any other technical or support staff and/or equipment deemed necessary by the CalRecycle CM but not listed above shall be paid at a negotiated rate that is reasonable, typical of the industry, and allocable and with the written approval of the CalRecycle CM per the Work Authorization clause of Exhibit D.

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~~***CalRecycle anticipates every lot to require an average of 4.0 hours for complete arborist strike team assessments. In the event arborist strike teams require more than 4.0 hours for assessments, Contractor shall seek preapproval from CalRecycle CM and the Debris Group Supervisor for additional hour(s) of assessment. Absent this pre-approval, Contractor shall be responsible for additional arborist strike team costs above 4.0 hours.~~

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

Name & Title of

Authorized

Representative: _____

Contractor Name: _____

Address: _____

Telephone #: _____

City, State, Zip: _____

Email: _____

Signature of Authorized

Representative: _____

Date Signed: _____

Cost Proposal Sheet
2020 Fire Debris and Hazard Tree Removal
Assessment and Management Services for Southern Branch
DRR20059

Complete this form and submit the original in accordance with the requirements of this RFP.

Contractor/Company Name:

Proposer shall submit hourly/unit rates in the schedule below in a separate, sealed envelope. The hourly/unit rate shall be inclusive of all pre-planned shutdowns, non-working days and holidays, straight time, overtime, and double time labor per day, Health & Safety equipment, personal protective equipment (PPE), personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets, vehicle, air fare, lodging, per diem, travel, overhead, and profit for each hour of work, including overtime, indicating the proposed rates of reimbursement for the project. Overhead, as used herein, includes Operation office and/or equipment storage facilities, administrative support, fringe benefits, and home office costs and does not include to support the tree removal operations as directed by the CalRecycle CM in consultation with the IMT. Rates shall be inclusive of the Proposer's lodging costs.

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(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Project Manager		/Hr/Person**	3,377	
Branch Director		/Hr/Person**	6,890	
Health and Safety Officer		/Hr/Person**	6,821	
Debris Group Supervisor		/Hr/Person**	4,113	
Registered Professional Forester		/Hr/Person**	10,231	
Arborist/CL Strike Team (APN)***		/ Team /APN	1,265	
Arborist/CL Strike Team (ROW)		/Team / ROW Mile	211	
Arborist (for work not included in prior two items)		/Hr/Person**	5,167	
Area Leader		/Hr/Person**	11,877	

Attachment A
Southern Branch

Task Force Leader		/Hr/Person**	23,753	
Crew Leader – Debris Assessments or Removal Sites		/Hr/Person**	128,971	
Crew Leader – Hazard Tree Assessments or Tree Removal Sites		/Hr/Person**	128,971	
Crew Leader - Materials Receiving Facilities		/Hr/Person**	35,133	
Professional Land Surveyor		/Hr/Person**	4,263	
Certified Asbestos Consultant/ <u>Certified Site Surveillance Technician</u>		/Hr/Person**	20,668	
Environmental Unit Leader		/Hr/Person**	5,457	
Environmental Task Force Leader/Water Quality BMPs		/Hr/Person**	5,402	
Environmental Task Force Leader/Air Quality		/Hr/Person**	4,052	
Environmental Task Force Leader/Senior Environmental Specialist		/Hr/Person**	2,364	
Environmental Crew Leader		/Hr/Person**	25,862	
Data/Packet Manager		/Hr/Person**	10,804	
Branch Planner		/Hr/Person**	3,548	
Planning Assistant		/Hr/Person**	5,567	
GIS Professional		/Hr/Person**	14,054	
Finance Unit Leader		/Hr/Person**	3,479	
Finance Assistant		/Hr/Person**	5,457	
Accounting and Administrative Staff – Field		/Hr/Person**	13,642	
Accounting and Administrative Staff – Office		/Hr/Person**	11,937	

Biologist		/Hr/Person**	23,873	
Archaeologist		/Hr/Person**	23,873	
Truck Inspection Crews (DOT Level 1)		Inspection Crew Days	1,706	
GPS Tracking of Commercial Fleet		GPS Units**	15,193 1,500	
Signage		Signs**	818	
Water Truck Cost (Truck plus driver)		hour /10-hour day)	353	
Laboratory Costs – Soil		Per Chain of Custody per Sample Event	810	
Laboratory Costs – Water		Per Chain of Custody per Sample Event	405	
Laboratory Costs – Asbestos		Per Chain of Custody per Sample Event	270	
Standard Air Monitoring Equipment (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials)		Unit Days**	4,221	
Advanced Air Sampling Equipment (including portable electric generator sets, laboratory costs, and support materials)		Unit Days**	42	
Oversight of Tribal Monitoring Operations (Flat Rate)		Unit Days**	270 150	
Total Estimated Operational Cost				

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

Name & Title of
Authorized
Representative: _____

Contractor Name: _____

Address: _____

Telephone #: _____

City, State, Zip: _____

Email: _____

Signature of Authorized
Representative: _____

Date Signed: _____

Proposal Scoring Sheet

Debris and Tree Removal Management for the 2020 Fires DRR20059

Contractor/Company Name: _____

To advance to the cost opening, the Proposer MUST achieve the minimum score in each scoring category and an overall total score of 22.

Methodology Max 12 points, Min 8 points to qualify

- a) Demonstrates the ability to provide the number (30-80 depending on the Branch Contractor is bidding on) of TRAQ qualified Certified Arborists, for the maximum requested. (0-3 points)
- b) Overall approach and understanding of problems, issues and required tasks related to structural debris removal programs. (0-3 points)
- c) Overall approach and understanding of problems, issues and required tasks related to hazard tree removal programs. (0-3 points)
- d) Soundness of proposed methodology of the Structural Debris and Hazard tree Removal Programs' Staffing Work Plan as described on page 8-9. (0-3 points)

Score: a) _____ b) _____ c) _____ d) _____ Total _____

Qualifications/Resources Max 15 points, Min 10 points to qualify

- a) Assigned staff's senior and mid-level staff's knowledge, educational background, and experience with both hazard tree removal and Structural Debris removal operations. (0-3 points)
- b) Assigned staff's knowledge, educational background, and 40-hour HAZWOPER training of the key staff that are proposed to be included in this particular project. (0-3 points)
- c) Assigned Registered Professional Foresters', Arborists, Biologists', and other Hazard Tree technical experts' experience and background in similar projects. (0-3 points)
- d) Abilities of assigned staff to conduct the required work activities described in the scope of work. (0-3 points)
- e) Proposed Archaeologists' qualifications demonstrating experience coordinating with federal agencies or designee to comply with Section 106 of the NHPA, and consulting with federally recognized tribes. Experience with consultations with non-federally recognized tribes may be considered. Staff, if necessary, implementing subject matter expertise related to Section 106 compliance shall also demonstrate background, training, and experience associated with tribal consultations and historical preservation. (0-3 points)

Score: a) _____ b) _____ c) _____ d) _____ e) _____ Total _____

Past Work References (may be consulted) Max 6 points, Min 4 points to qualify

- a) Similarity between previous projects and the project contained in this RFP. (0-3 points)
- b) The success (including level of completion) of past projects and any related work record. (0- 3 points)

Score: a) _____ b) _____ Total _____

Overall Total Score (Sum of 1, 2 and 3)

Overall Total: _____

RFP Evaluation System and Rating Factors

Narrative proposal evaluation/scoring

Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to an evaluation committee. The evaluators will, individually and/or as a team, review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.

CalRecycle will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

Points	Interpretation	General basis for point assignment
0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
2	Fully Adequate	Proposal response (i.e., content and/or explanation offered) is fully adequate or fully meets CalRecycle's needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
3	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is above average or exceeds CalRecycle's needs/requirements or expectations. Minimal weaknesses are acceptable. Proposer offers one or more enhancing feature, method, or approach that will enable performance to exceed our basic expectations.

In assigning points for individual rating factors, evaluators may consider issues including, but not limited to, the extent to which a proposal response:

- Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
- Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
- Demonstrates that the Proposer understands CalRecycle's need's, the services sought, and/or the contractor's responsibilities, and/or
- Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
- If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or
- Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

Bidder Declaration

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number _____

BIDDER DECLARATION

- 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):
 - a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None (If "None," go to Item #2)
 - b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

 - c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification

As Contractor of record for the Department of Resources Recycling and Recovery, Contract number __, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the SB or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Resources Recycling and Recovery within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation. *Please copy this form to include as many SB or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Resources Recycling and Recovery, Contracts Unit- MS 19-A, Attn: SB/DVBE Advocate, P.O. Box 4025, Sacramento, CA 95812-4025*

SB/MB/DVBE SUBCONTRACTOR INFORMATION

Contract Firm Name			
Name of Firm Representative			
Title			
Phone:		Fax:	
Firm Address		Street:	
		City: State: Zip:	
Contract Number			
Total Amount Received Under this Contract		\$	Date Final Payment Received: / /

SB/DVBE SUBCONTRACTOR INFORMATION

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or Proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.
OR
2. _____ We are a scrutinized company as defined in Public Contract Code section
Initials 10476, but we have received written permission from the Department of General Services to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from the Department of General Services is included with our bid or Proposal.
OR
3. _____ We currently have, or we have had within the previous three years, business
Initials + Certification activities or other operations outside of the United States, but we certify below
below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

Iran Contracting Act
Public Contract Code Sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by the California Department of General Services; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by the California Department of General Services.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/ financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

Individual Limited Partnership General Partnership Corporation Other

If Individual or sole proprietorship, state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small/micro business? YES – Attach approval letter from Office of Small Business Certification and Resources
 NO

Are you claiming preference for DVBE? YES – Attach approval letter from Office of Small Business Certification and Resources
 NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Cost of Service	
Brief Description of Service Provided			

If three references cannot be provided, explain why:

DRAFT Standard Agreement (STD 213)

SCO ID: 3970-TBD

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER TBD	PURCHASING AUTHORITY NUMBER (if Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C	General Terms and Conditions GTC 04/2020	
+ -	Exhibit D	Special Terms and Conditions
+ -		Attachment 1 to Exhibit D
+ -	Exhibit E	Proposal from {company name} in response to Request for Proposal DRR20059
+ -	Exhibit G	FEMA Public Assistance Program Contract Clause
+ -	Exhibit H	Special Provisions

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



Reset Form

Print Form

SCO ID: 3970-TBD

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
TBD	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Noah Valadez

TITLE

Administrative Services Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Governor's Emergency Proclamation. (8.18.2020, 9.6.2020, 9.10.2020, 9.25.2020, 9.28.2020)

EXHIBIT A**SCOPE OF WORK**

1. TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with emergency Structural Debris management and tree removal services as described herein:
2. The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

Name: TBD
 Phone: (916)
 Fax: (916)
 Email: @calrecycle.ca.gov

<<Contractor>>

Name: <<Contractor Project Manager>>
 Phone: (XXX) XXX-XXXX
 Fax: (916) XXX-XXXX
 Email: <<Contact Name>>@<<Contractor>>

Direct all agreement inquiries to:

CalRecycle Contract Analyst**Contracts Unit**

Attention: Luke Wainscott
 Address: 1001 I St., MS 19-A
 Sacramento, CA 95814
 Phone: (916) 341-6527
 Fax: (916) 319-7345
 Email: luke.wainscott@calrecycle.ca.gov

<<Contractor>>

Attention: <<Contractor Contact Name>>
 Address: <<Contractor Street Address
 <<Contractor City, ST, zip>>
 Phone: (XXX) XXX-XXXX
 Fax: (XXX) XXX-XXXX
 Email: <<Contact Name>>@<<Contractor>>

3. Background

CalRecycle has been tasked by the California Governor's Office of Emergency Services (Cal OES) to manage coordinated structural debris and hazard tree removal projects for structures and trees damaged by the 2020 Fires. CalRecycle intends to perform this work in an expedited manner in full compliance with Cal OES and Federal Emergency Management Agency (FEMA) project requirements as outlined in this Request for Proposals (RFP), while protecting public health and safety and the environment.

This Contract requires the Contractor to provide professional structural debris and public right-of-way hazard tree removal assessment, tracking, management, and financial support services related to the structural debris and hazard tree removal from the Counties impacted by the 2020 fires. These fires impacted residents in 24 counties throughout California. The required services also include assisting CalRecycle in the coordination, documentation, and related efforts necessary to coordinate with county, state, and possibly federal agencies and document structural debris and hazard tree assessments, removal, processing, and transport to end use/disposal facilities. Services may include support services in other Northern California counties.

4. Contractor Expectations

- A. Identification of Contractor Employees

The contractor shall be responsible for furnishing an identification badge to all personnel (contractor and sub-contractors) prior to the employee working on-site. The contractor shall be responsible to ensure each employee engaged in the work displays identification. Identification shall consist of badges that include the name of the contractor or subcontractor identification of

working on this contract (i.e. contract number), and the employee's name. At a minimum, a valid state driver's license or other Government-issued photo identification card is required for positive identification. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

B. Identification of Contractor Vehicles and Equipment

Trucks or other equipment designated for use under this contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. The design of the sign shall be provided by the IMT. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the contractor. Additional signage may be required to facilitate use of the Automated Debris Management System. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours under this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Contractor and subcontractors may not play music or radio broadcasts during the performance of this contract that may generate noise complaints.

C. Professionalism of Contractor Staff

CalRecycle expects all contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any contractor personnel who does not act with the care consistent with others in the same profession may be subject to substitution or removal from any work associated with the DRR20059 solicitation, at the CalRecycle's Contract Manager's discretion. Contractor and subcontractors may not play music or radio broadcasts during the performance of this contract that may generate noise complaints.

5. Work to be Performed

A. The Contractor shall perform all required site and hazard tree assessments, oversight, documentation and reporting services of all Structural Debris Removal and Hazard Tree Removal for the Branch(es) for which they are contracted, in support of the CM at the direction of the IM.

- 1) **Northern Branch:** Portions of Butte, Lassen, Nevada, Plumas, Shasta, Sierra, Siskiyou, Trinity, and Yuba Counties. An estimated 2,200 properties in the Northern Branch may require Structural Debris Removal Services. An estimated 300,000 Hazard Trees in the Northern Branch may require removal.
- 2) **Inland Branch:** Portions of Lake, Mendocino, Napa, Solano, Sonoma, and Yolo Counties. An estimated 1,443 properties in the Inland Branch may require Structural Debris Removal Services. An estimated 170,000 Hazard Trees in the Inland Branch may require removal.
- 3) **Bay Branch:** Portions of Monterey, San Mateo, Santa Cruz, Santa Clara, and Stanislaus Counties. An estimated 1200 properties in the Bay Branch may require Structural Debris Removal Services. An estimated 115,000 Hazard Trees in the Bay Branch may require removal.
- 4) **Southern Branch:** Portions of Fresno, Madera, Los Angeles and Tulare Counties. An estimated 823 properties in the Southern Branch may require Structural Debris Removal Services. An estimated 120,000 Hazard Trees in the Southern Branch may require removal.

6. Overall Tasks to be Performed:

- A. The Contractor shall provide ICS IMT staff including Debris Group Supervisor (DGS), Branch Planner (BP), ~~Logistics Unit Lead (LUL)~~ and Finance Unit Lead (FUL) staff to lead and/or support the established State employee IMT in implementing the technical elements of the two Operations.
- B. Prior to conducting any field related activities for either operation, the Contractor shall conduct adequate work planning, health and safety evaluation of the proposed work scope and safety planning. This planning shall include the preparation of a health and safety plan (HSP) signed by an appropriate safety professional and reviewed by CalRecycle health and safety staff.
- C. This HSP shall take into consideration both field and field office staffs' safety operating during the Covid-19 pandemic circumstances. The services to be provided by the Contractor have been determined, by CalOES, to be essential services. The HSP shall designate a project Health and Safety Officer for the Contractor's employees and/or Subcontractors.
- D. The Contractor shall submit a draft copy of the HSP to CalRecycle's designated agent upon execution of this Agreement for review and comment.
- E. The Contractor shall designate, in writing, the individuals responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed for the duration of this Agreement.
- F. The Contractor shall be responsible for the health and safety of its workforce and shall comply with all State and Federal Occupational Safety and Health Administration (CalOSHA and OSHA) requirements;
 - 1) All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
 - 2) Equipment and materials are on-hand to safely and efficiently complete the work;
 - 3) Proper site access authorization has been obtained;
 - 4) Proposed project employees have read and signed the HSP;
- G. Prior to Structural Debris and Hazard Tree Removal Operations startup, and under the direction of the Contractor's Lead Archaeologist, responsible for compliance with the National Historic Preservation Act Section 106, the Contractor shall perform the following tasks, in consultation with CalRecycle:
 - 1) Conducting a historical records search for native and non-native past findings within the Program covered burn scar(s) within the Branch and determine most likely areas within each burn scar that historical artifacts have been or may be found.
 - 2) Setting up and convening an initial Tribal Consultation meeting with both federally and non-federally recognized tribes to provide an overview of operations and ability to engage in tribal monitoring.
 - 3) Providing logistical and programmatic support for CalRecycle's government-to-government consultations with Federally and non-federally recognized tribes. Consultations with individual tribes may be required as part of the government-to-government consultation process.
 - 4) Drafting scopes of work for Tribal Monitoring work with the approval of CalRecycle during both the debris removal and hazard tree removal operations

- 5) Documenting agreed upon labor rates, contract budgets, and other contractual items with each tribe that will be participating as tribal monitors in the Branch.
- 6) Contractor shall provide monthly status report to CalRecycle containing actions completed for the preceding month, actions projected for the coming month, and any issues that must be addressed regarding Tribal Monitoring activities.
- 7) Develop Agreements with the Tribes to conduct tribal monitoring
- 8) Coordinating with tribes, under contract, to conduct daily tribal monitoring activities with respect to the twice weekly issued incident action plan (IAP)
- 9) Upon final approval of CalRecycle, Contractor shall enter into agreements with Tribes to implement Tribal Monitoring programs, in compliance with Section 106 requirements
- 10) Coordinate a kickoff meeting between Tribes, CalOES and CalRecycle, and FEMA via phone or at a location to be determined by CalRecycle to discuss tribal monitoring compliance requirements.
- 11) Provide CalRecycle bi-weekly monitoring summary reports to be provided to FEMA to ensure tribal monitoring requirements are fulfilled.
- 12) Reviewing Tribe's daily ICS 214 forms that document the properties they monitored and how long they worked that day
- 13)
- 14) **13)** Directing each tribal group to prepare a draft monitoring post-implementation summary report. Each tribe's report shall assist with the Contractor's Monitoring Summary report.
- 15) **14)** After reviewing the draft monitoring post-implementation reports for adequacy, direct the tribes to prepare final versions of these reports.
- 16) **15)** Contractor shall prepare a Monitoring post implementation summary report to be submitted by CalRecycle to FEMA as a supplemental document to the State Historic Preservation Officer at the conclusion of the operations. The monitoring report does not need to include information about identified tribal resources, but must include:
 - a) summary of monitoring activities performed in the field
 - b) summary of observed impacts to sites of cultural or religious significant to tribes
 - c) summary of mitigation measures applied
 - d) summary of protocols followed during field operations

H. The following is a summary description of the tasks the Contractor shall perform in implementing the Structural Debris and Hazard Tree Removal Operations. Actual interpretation in implementing the Operations are at the discretion of the IMT. Through Work Orders, CalRecycle will direct the Contractor when and where these services are necessary.

Structural Debris Removal Function:

The Contractor shall provide IMT Staff to support the established State IMT in implementing the technical elements of the Structural Debris Removal Special Provisions (attached as Exhibit H), at the discretion of the IMT:

- 1) Initial water trucks to wet down ash and debris until the Structural Debris and Hazard Tree Removal Contractor mobilizes to the Operation,
- 2) Environmental Permit preparation and implementation support
- 3) Collect background soil samples and prepare a Cleanup Goals Plan for each operational area within the Branch,
- 4) Prepare community air monitoring plans for each operational areas
- 5) Conduct DOT truck inspections for the Structural Debris and Hazard Tree Removal Contractor's trucks
- 6) Conduct site assessments on program properties,

- 7) Assess properties for asbestos and oversee the removal of asbestos found, conducted by the Structural Debris and Hazard Tree Removal Contractor
- 8) Monitor structural debris removal from each property
- 9) Monitor debris and recycling loads deposited at each approved end use facility
- 10) Track and issue tickets for all bid item work completed by the Structural Debris and Hazard Tree Removal Contractor
- 11) Review all Structural Debris and Hazard Tree Removal Contractor tickets and invoices as well as invoices submitted by all Subcontractors
- 12) Prepare final reports for each property that was served by the program including activities completed and costs incurred,
- 13) And other tasks as directed by the IMT.

In all the Contractor shall provide IMT Staff and equipment required to support the established State IMT in implementing the technical elements of the Structural Debris Removal Special Provisions (attached as Exhibit H), at the discretion of the IMT.

Hazard Tree Removal Function:

- A. Contractor shall ensure that all Contractor RPFs and arborists are trained to identify eligible hazard trees for the Operation, prior to being sent out for any field work.
- B. Conduct initial visual survey of roadways and infrastructure along those roads that could potentially be impacted by the Hazard Tree Removal operations not otherwise potentially impacted by Structural Debris cleanup function. Evaluate and document pre-operational conditions with video recording of these roads and notes collected during the evaluation.
- C. Perform Individual Property and Segment of ROW Hazard Tree Assessments. All tasks described below are covered under the "Hazard Tree Assessment" bid items. The following tasks may be completed concurrent with Structural Debris Removal site assessment tasks identified in Special Provisions Exhibit H, however, they must be conducted as to not interfere with the structural debris or hazard tree removal crews:
 - 1) Arborists will delineate those trees that are determined to be hazard trees within the definition of this Program, and will mark those hazard trees appropriately on each property or segment of ROW.
 - 2) One Crew Leader (CL) shall be teamed-up with each Arborist on each property. Together they will be called a Strike Team.
 - 3) As part of the Strike Team the CL shall:
 - a) Review the Right of Entry (ROE) and/or ROW (as applicable) documentation for the property before any Contractor staff enter the property. CL shall communicate any hazards, unusual conditions, or other relevant information reported on the ROE/ROW to any other personnel entering the property.
 - b) Verify that each property, upon arrival, has an address sign installed.
 - c) If no address sign is installed, the Crew Leader will install such a sign prior to proceeding onto the property.
 - d) Observe any overhead utilities and note them in the CL's documentation. This documentation shall be included in an easily accessible database with all other property specific information.
 - e) Identify and document any existing buildings, structures, fences, vehicles, septic tanks, water wells, stream beds, bridges, etc.
 - f) Identify and document other property-specific hazards (e.g. animals, swimming pools, steep hillsides, large vehicles).
 - 4) As part of the Strike Team the Arborist shall mark and document all eligible hazard trees

with an IMT approved ESRI- compatible data collection software. Data collected will include:

- a) Unique identification numbers for all trees,
- b) The number of trees (on this property) on a site assessment map,
- c) Each tree's tree species (as determined by the Arborist),
- d) Height,
- e) Tree diameter (at 4.5 feet above ground level),
- f) Tree GPS coordinates, and
- g) Photographs of each tree before removal showing:
 - i. The unique identification number on the tree trunk.
 - ii. The diameter on the measuring tape.
 - iii. The relative height of tree.
- h) Survey map showing the location of the trees included on the property or right of way (The survey map shall include a tree represented as a circle tagged with a tree identification number).
- i) Other items as determined by the CalRecycle Contract Manager, in consultation with the IMT.

5) The Strike Team shall be prepared to:

- a) Mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being cut. Mark this possibility on the site map.
- b) Place all above listed information in a database folder for each property by APN number and available to the IMT electronically in an IMT approved database.

D. Perform monitoring and oversight services relating to felling and removal of Hazard Trees:

- 1) CLs will be responsible for keeping hazard trees felled on ROWs and private properties (APNs) separate throughout all phases of the operation, including felling, hauling processing, and end use. The slash from these two sources of trees must also be kept separate and reported as such, for purposes of FEMA reimbursement.
- 2) The CL will document with an IMT approved ESRI- compatible data collection software, all hazard trees removed, to include the following items:
 - a) Photograph of each tree prior to felling.
 - b) Photograph after removal showing the identification number on the remaining stump.
 - c) Date of removal
 - d) Truck number on which each tree was placed and transported to the Log Storage/processing Yard or End Use Facility
 - e) Other items, as determined by the CalRecycle Contract Manager, in consultation with the IMT
- 3) Once the marked trees are felled, limbs and tops are processed as necessary, and cleared off of each property, the Crew Leader shall document, and mark the tree stumps with their original markings (prior to cutting) and take a picture and GPS the stump location. This information shall be logged into the Contractor database and be accessible by the IMT by the next day.
- 4) Inspect each Hazard Tree Removal Contractors' truck supporting work on each property or segment of ROW to ensure that they each have a safety check placard, issued by the Contractor's DOT commercial truck inspector teams.
- 5) Watch and advise the tree removal crew's activities of any health and safety or environmental controls and/or activities (i.e. controlling dust, water run-off of burn ash, etc.) which should be addressed during the hazard tree felling, processing, removal, and

transport operations;

- 6) Be responsible to advise the Tree Removal Contractor about minimizing the release of dust and sawdust from their work areas. Although this function is generally conducted after the Structural Debris Removal function is completed, there still may be heavy metals impacted ash in the tree branches and bark. Therefore, dust control such as wetting the ground where the trees are intended to fall (with water from water trucks) prior to start of tree falling and removal and wetting down the trees prior to and during limb/slash chipping operations will be necessary to reduce dust and sawdust releases.
 - 7) Observe and verify the protection of already installed on-property storm water best management practices (BMPs) such as chipped slash, wattles, erosion control mats (for steeper slopes) and compost socks installed to prevent off-site migration of waste into municipal drainage system inlets or nearby waterways. If there are any existing stormwater BMPs (such as wattles, compost socks, hay bales, erosion control matting or other such BMP) on the property, ensuring that they are not disturbed by the tree removal operation
 - 8) Document the Tree Removal Contractor's installation of new stormwater BMPs necessary to meet operational permits enforced by CalFire and overall operationally required BMPs to minimize both soil erosion and generated sawdust from being carried down to local waterways and streambeds.
 - 9) Per the operational permits enforced by CalFire, confirm that environmental and/or archaeological BMPs or AMMs required are in place and noted to the Tree Removal Contractor prior to commencing tree removal operations. The Tree Removal Contractor will not be allowed to work on any property that is not appropriately protected per the operational permits enforced by CalFire;
 - 10) Fill out and submit daily activity logs per property documenting Contractor labor staff and hours, equipment used, trucks that hauled materials from the property, log storage and processing yards or timber end use locations where trees and any processed materials from that property were taken to directly;
 - 11) Inspect traffic control devices and procedures for compliance with the operation-specific traffic control plan;
 - 12) Obtain site clearance/approval from DGS once all designated hazard trees have been removed from the property to allow for a final walk through by the DGS or designee.
- E. Perform monitoring and oversight services relating to hauling, processing, and end use of Hazard Trees.:
- 1) Track each truck and weigh-in the tonnage of vegetative debris entering and leaving the Log Storage and Processing Yards.
 - 2) Track each truck and weigh-in the tonnage of vegetative debris entering End Use facilities.
 - 3) Track each tree log that is brought to an End Use facility.
 - 4) Photograph of each truck, including identifying information, and load contents, delivering vegetative debris and/or wood materials to each End Use Facility.
 - 5) Verifying source of wood materials (i.e., ROWs or private properties) that are in the truck payloads, and verifying the quantity of materials delivered by each truck in a truck tracking system provided by the Contractor and approved by the IMT, monitoring the safety stickers and inspection stickers, transportation of the trees.
 - 6) May need to weigh and record truck weights or trucks that Contractors direct to take their

loads from the tree removal locations directly to end use facilities with Contractor provided temporary scale setups approved by the IMT;

7) Other items, as determined by the CalRecycle CM in consultation with the IMT.

F. Conduct Air Monitoring and Surveillance during Tree Removal Operations, if directed by the CalRecycle Contract Manager in consultation with the IMT:

- 1) Develop an offsite (community) air monitoring plan for constituents of concern detected during the previous Structural Debris removal operation, to the satisfaction of CalRecycle.
- 2) Conduct offsite (community) air monitoring consistent with the offsite (community) air monitoring plan, if and as determined by CalRecycle's and the Contractor's Health and Safety Officers.
- 3) Evaluate and recommend the need for continuing the implementation of the air monitoring plan if the health and safety of the community and Contracted and State staffs are not being negatively impacted by the hazard tree removal operation.

Both Operations:

A. GIS Services

The Contractor shall provide and perform the following information and data management services (GIS Services) and tasks in support of planning, environmental, and operational needs:

- 1) GIS and Data Management – Manage all structural debris operations data, hazard tree removal operations data, including all project related data requirements specified by the IMT;
- 2) ROW Map Segments – Provide dynamic Branch and Area maps in a standardized, geographically based, GIS-produced system;
- 3) Updating parcel status when entering or exiting the State Program after ROEs have been received and entered into ROE Tracker, which also includes the cross referencing of the Debris and Tree Functions;
- 4) Updating parcel status when property owners exit the Private Program after deleting the parcel from the Private Program Tracker;
- 5) Updating parcel status after the completion of a site assessment and required EPP assessments (biological, archaeological) in preparation for debris or tree removal;
- 6) Updating parcel status and any local Private Program Tracker when final inspections are performed on properties in a local Private Program;
- 7) Conducted inventory of state provided surveys, dashboards, groups, and layers;
- 8) Develop a ROW map segment scheme breaking eligible ROWs into discrete static segment system, if any;
- 9) Reconciliation of County eligible parcel data with ROE Tracker data;
- 10) Account management to ensure the correct State, Contractor, and Tribal Partner personnel have access to the correct tools.
- 11) Contractors' ADMS software and platforms shall integrate Operational, Planning, and Environmental Needs information directly with State Data Management system(s) (i.e., Arc GIS), such that the data recorded through ADMS software is shown in State Data Management system(s) (e.g., trees plotted according to their coordinates, with all recorded information and photos included). Contractors' GIS responsibilities include the support, management, maintenance of the Cal OES, CalRecycle, or DTSC system(s) for this Operation. Contractor's efforts should account for the preparation of a GIS transition plan;
- 12) Investigate and correct State, County, and Town provided datasets with GIS errors to allow visualizing them in the State Data Management system(s) and on project maps;

- 13) Fix any coding scripts in the State provided data management systems to enable functioning automated updates;
- 14) The update and maintenance of developed data, web maps, apps, and dashboards;
- 15) Developing an understanding and redeveloping procedures owned by Cal OES, CalRecycle, or DTSC and inaccessible to Contractor. Work with Cal OES, CalRecycle, or DTSC GIS team on understanding the app usage and Cal OES, CalRecycle, and/or DTSC GIS procedures, best practices, and standards for Contractor to be compliant in operating in the Cal OES, CalRecycle, or DTSC environment;
- 16) Assess scripting routines developed by Cal OES, CalRecycle, or DTSC which manage the State Data Management system(s) data access and updates within and between the various editing applications;
- 17) Connect the State Data Management system(s) to the Contractor's Data Management System (ADMS), allowing for real time updating of the State Data Management system(s) and any Public Facing Map (PFM);
- 18) Work with Cal OES, CalRecycle, and/or DTSC GIS to understand the current architecture of editing applications and dashboards in order to update sources to the Enterprise State Data Management system(s);
- 19) Manual updating of the PFM by Contractor, as needed by CalRecycle;
- 20) Automate updating of the PFM. May require the development of Microsoft Structured Query Language (SQL) Server Integration Services (SSIS) routines which will take information from State and Private ROE trackers and populate a database linked to the parcel data powering the PFM. Provide additional effort to automate the Incident Action Plan (IAP) and Schedulers;
- 21) Development of a selectable ROW Map segment web map utilizing a downloadable PDF export to minimize the amount of time required to produce the specific segments each contractor will need to have daily to complete ROW tree removal;
- 22) Development of a parcel map for viewing by field crews to assist in locating parcel boundaries during assessments and tree removal to ensure the accurate marking of eligible hazard trees on a property. This includes functionality to download maps for offline use in areas of poor cell reception;
- 23) Creation of as-needed Collector maps for the various field teams;
- 24) Availability to complete ad-hoc requests from State for data and app updates.
- 25) Updated dataset of FEMA eligible roads and updated draft map application;
- 26) Incorporate information related to road closures and related detours as defined, for example, by a public works department, public safety officials, or utility companies;
- 27) Developed tree locations from Arborist report and published to web map application;
- 28) Automate data transfer between ADMS and GIS team to produce hazard tree maps after assessments are complete.
- 29) Develop automated workflow to share deliverables with the State using SharePoint, Box, or similar platform;
- 30) Provide for a Final Sign Off (FSO) survey for use by the IMT. FSO Surveys shall include the ability to generate reports to the satisfaction of the IMT and CalRecycle CM; and
- 31) Perform quality control reviews on the State approved ROW data as requested by the CalRecycle CM as well as attach available photographs.

B. Project Completion Documentation:

- 1) Prepare Final Site Reports for each property and segment of ROW, that summarizes the pre-debris removal, pre- tree removal, and post- debris and post-tree removal conditions, including; the initial and final assessments, a copy of the ROE form, a summary of the quantities of materials removed from the property, the type of erosion control best

management practices conducted on the property, and an indication of any unique or unexpected circumstances that occurred during the tree removal operations. Each report shall include pictures from both pre- and post- operations for both functions. The Final Site Report format and content is subject to CalRecycle Contract Manager Approval.

- 2) Facilitate an after action meeting summarizing the project with CalRecycle staff and other consultants, contractors, and stakeholders to evaluate the overall project and recommend improvement to the means and methods of the project. The after action meeting shall address key findings and recommendations made in a summary report including a review of the *Monthly Budget Status Reports*. The summary report will include an improvement plan matrix for CalRecycle to track improvement actions. The final report will include an evaluation of best management practices instituted for this incident. The report will include a comparison to historical similar or comparable incidents to demonstrate how CalRecycle continues to, or should best, enhance the effectiveness and efficiencies of their emergency recovery operations. The Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.
 - 3) Contractor is responsible for providing cost summary information as part of the close out process. Such information is required prior to release of payment withholding. Refer to the Cost Summary Template for a sample format referenced in Attachment K. Contractor may request an electronic version from the CalRecycle Contract Manager, but the information shall be provided to CalRecycle in the same electronic format.
 - 4) This after action meeting and report process includes: identifying the functions to assess and evaluate, conducting meetings developing an after action report or improvement plan to document the lessons learned. The final report will include best management practices that have been instituted as a result of the operational standards set forth on this project. The report shall include a comparison to historical structural debris removal and hazard tree removal operations by other state agencies to demonstrate how CalRecycle can improve upon the effectiveness and efficiencies of their structural debris removal and hazard tree removal operations.
 - 5) The Contractor shall conduct meetings to review changes to the report. The Contractor shall make the changes and provide the final version electronically to CalRecycle.
- C. Documentation: Collect, develop, draft, edit, circulate for signatory authorization, manage, organize, maintain, and store all CalRecycle Structural Debris and Hazard Tree Removal Contractors' and Tribal contracts, invoices, reports (including tribal reports that include collect, organize, and maintain accurate records of Tribal monitoring activities documented during the operation), and other pertinent documentation, which may be required by FEMA in support of Incident expense reimbursement (Project Documentation). Examples of Project Documentation include, but are not limited to, work orders, change orders, ICS 214 Forms, invoices and related supporting information, incident reports, damage claims, electronic mail, meeting minutes, project descriptions, data, photographs, videos, tickets, and all other contract related decisions. The Contractor may also be requested to similarly collect and manage ICS 214 Forms generated by CalRecycle staff and other State Agency employees and/or Contractors. All documentation must be finalized and submitted within two (2) months of receiving the final invoices from the Structural Debris and Hazard Tree Removal Contractor.
- D. Document Control: Establish, organize, maintain, and provide an information management system for ultimate use and ownership by CalRecycle to manage and maintain all Project Documents and data between the Structural Debris and Hazard Tree Removal Contractor, the

Tribes, and CalRecycle and its designated other State Agency staff (if any), for CalRecycle's record and to maximize potential FEMA reimbursement.

- E. **Cost Validation:** Provide validation and verification of all costs claimed on all invoices submitted to CalRecycle by the Structural Debris and Hazard Tree Removal Contractor and Tribal partners. Cost validation shall include establishing a cost tracking management database for ownership and use by CalRecycle which compares and reconciles invoice amounts against the supporting field tickets issued by the Contractor, for the Structural Debris and Hazard Tree Removal Contractor, and other supporting documentation. Also validate and verify the Tribal Monitor time invoiced versus reported on the ICS 214 Forms and other supporting documentation. Provide priority review to all tribal monitoring costs, if applicable. Specifically, within ten (10) business days of receipt of each tribal monitoring invoice from the CalRecycle Tribal Monitoring Lead, the Contractor shall complete its review of the tribal monitoring invoice and issue a Payment Recommendation Report, or shall provide written notice of dispute to the CalRecycle Tribal Monitoring Lead and the CalRecycle CM.
- F. **Budget Tracking & Reporting:** Collect, manage and track invoice payment amounts, payments made by the State Controller's Office, work order numbers, change order numbers, retention amounts, projected remaining budget amounts, other relevant invoice information, and maintain all invoice documentation, cost tracking, budget analyses, and budget projections. The Contractor shall provide the following items:
- 1) *Daily Dispatch Reports* for the Contractor, at a minimum shall include a tally of predicted personnel deployment and other resources, and other metrics as directed by the IMT. The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of expected work.
 - 2) *Daily Budget Status Reports* for the Contractor, the Structural Debris and Hazard Tree Removal Contractors, and any Tribal Partners. The daily budget status reports shall include tallies, costs, projections, invoice progress reports, and evaluation of integrity controls and recommendations for each respective contractor, including Tribal Partners;
 - 3) *Monthly Budget Project Completion Status Reports*, due at the first of each month, which summarize the previous months' daily budget status reports and make budget projections through the end of the Structural Debris and Hazard Tree Removal Contractor contract terms. The Report shall include a projection of project completion status; and
 - 4) Provide the ability for the CalRecycle CM or their designee(s) to create on-demand budget reports based upon data collected by the Contractor.
- G. **FEMA Deliverables:** The Contractor will provide accurate and complete financial reimbursement packages to meet FEMA requirements. The Contractor shall provide consistent and detailed supporting documentation on all expenditure requests. This includes, but is not limited to—detailed cost allocations, ensuring timely vendor job status updates, and accurate invoice submissions that comply with contracts from DRR20059 solicitation. Contractor shall use and accurately complete CalRecycle's accounting forms. All documentation must be finalized and submitted within two (2) months of receiving the final invoices from the Structural Debris and Hazard Tree Removal Contractor unless otherwise approved by CalRecycle.
- H. **Integrity Controls:** Develop and implement recommended integrity controls including, fraud prevention and detection measures and protocols, identify potential conflicts of interests, as directed by the CalRecycle CM.
- I. **Administrative Record:** Compile, organize, maintain, and archive a complete administrative record for the Branch that shall be the ultimate property of CalRecycle, at the direction of the

CalRecycle CM.

- J. Financial Report: Prepare a financial report that includes total costs incurred in the program and information for each individual property within the Counties served, by County, and segments of rights of way also separating those segments Counties served in a manner and level of detail acceptable to the CalRecycle CM. The acceptable level of detail in Financial Reports includes itemized expenses incurred, timeframe in which the work occurred, and related supporting documents, for each segment of the public right of way and private property (Assessor's Parcel Number – APN) separated by County. The Financial Reports shall be organized in a manner readily usable to multiple audiences including, but not limited to: public and private property owners, CalRecycle, CalOES, FEMA, and the general need of insurers for use in insurance cost reconciliation. A mockup of a draft financial report shall be provided to the CalRecycle CM no later than January 31, 2021, for purposes of approving the report format and supporting level of supporting documentation. The draft financial report shall be provided to the CalRecycle CM within two (2) months of receipt of the final Contractor invoice for final review and comment. The final financial report shall be due within one (1) month of receiving CalRecycle CM comments on the draft, but no later than the end date of this Contract. Reports should follow digital ADA compliance standards to ensure accessibility.

7. Roles

The following are CalRecycle's requirements for the specific roles and responsibilities of the Contractor's staff in the performance of this Agreement. All staff conducting work in and around the structural debris removal and hazard tree removal operations shall be trained in industry specific safety training, prior to commencing work. The State anticipates deploying an Incident Management Team (IMT) of State personnel and/or contractors operating under separate contract. Contractor's staff will work collaboratively with the State IMT to meet incident objectives, facilitate effective field supervision, promptly resolve issues as they arise, and ensure operational efficiency. Contractor should be prepared to integrate staff into the State's overall incident management structure as directed.

A. PROJECT MANAGER

The Project Manager is responsible for overseeing the operations of the Contractor's staff deployed as part of the ICS Team. This position is not necessarily a full-time position but is dedicated to making sure that the Operation has sufficient staff, equipment and materials to complete the work defined by the State's Branch Director, Debris Group Supervisor, Branch Planner, ~~Logistics Unit Leader~~, Finance Lead, and CalRecycle's Contract Manager.

B. BRANCH DIRECTOR

The Branch Director shall be responsible for overseeing the on-site Contractor ICS staff and be full-time in the field. The Contractor Branch Director selection requires the approval of the CalRecycle Contract Manager or Finance Unit Leader and the CalRecycle Debris Group Supervisor.

C. HEALTH AND SAFETY OFFICER

The Health and Safety Officer shall prepare, have reviewed and signed by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH), and be responsible for implementing a program Safe Work Plan covering all Contractor Activities, listed in this scope of work, for the Contractor's employees and/or the Contractor's subcontractors, and CalRecycle staff (if requested) at all the hazard tree removal and processing sites. The Health and Safety officer shall also coordinate with the other Safety officers provided by CalRecycle and the Structural Debris and Tree Removal Contractor.

The Health and Safety Officer shall be a registered safety professional, CIH or CSP, and have appropriate experience to adequately oversee and/or perform the tasks outlined in the Scope of Services.

D. DEBRIS GROUP SUPERVISOR

Debris Group Supervisor (DGS) will be responsible for developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising all aspects of the Structural Debris Removal Operation and Hazard Tree Removal Operation, including assessments, monitoring, and removal operations. The DGS' duties include but are not limited to:

- 1) Is responsible to the Branch Director for the direct management of all incident-related operational activities.
- 2) Works closely with and supports the Branch Director, the Branch Planner, Area Leaders, Task Force Leaders, and the RPF (in formulating and updating the operational permits enforced by CalFire).
- 3) Establishes and directs all tactical objectives for each operational period.
- 4) The DGS organizes, assigns, and supervises all the tactical or response resources assigned to the incident. Responsible for setting up the required Areas and/or Specialty Groups to properly, effectively, and efficiently carry out the hazard tree removal operations.
- 5) Directs the Operations Team, who together shall be responsible for all activities focused on reducing the immediate hazard, saving lives and property, establishing situational control, and restoring normal operations.
- 6) The DGS will also be responsible for recording and keeping track of all Damage Claims submitted to the IMT, the Counties, the Crew Leaders, and Contractor's IMT.

E. REGISTERED PROFESSIONAL FORESTER

The Registered Professional Foresters (RPFs) shall help the State and the IMT manage the Tree Removal Contractor and subcontractors to ensure the proper implementation of the California Forest Practice Rules requirements for operational permits enforced by CalFire. The RPFs duties include but are not limited to:

- 1) Assist the Tree Removal Contractor's LTO in obtaining Timber Harvest Plans/ Conversion Exemptions (THPs/CEs) for each subarea.
- 2) The RPFs will be available to oversee the LTOs felling, removing, and processing marked hazard trees in such a manner as to protect any personal property and/or utilities in the process.
- 3) Ensure all hazard tree assessments conducted by arborists comply with the eligibility and assessment criteria outlined in this agreement and as provided by the IMT.

F. ARBORIST

The Certified Arborists are ISA Certified (or similar) and TRAQ qualified and trained in assessing the health of fire-damaged trees. Arborists, when not a part of a Hazard Tree Assessment Strike Team, may perform other tree assessment services as directed by the IMT.

G. HAZARD TREE ASSESSMENT STRIKE TEAM

The Strike Team shall be comprised of an ISA Certified (or similar), TRAQ qualified arborist trained in assessing the health of fire-damaged trees, and a Crew Leader (defined below). The Strike Team's role is to together assess private property and ROW hazard trees and enter the information into the Contractor's database, as described in the "Overall Tasks to be Performed

Section” above. Strike Teams works under the direction of the Contractor’s and State’s Debris Group Supervisors and the IMT.

H. AREA LEADER

The Area Leader is responsible to supervise and support all Task Force Leaders (responsible for both overseeing their Task Force Leaders and supporting their tasks as well as coordinating with the Structural Debris and Hazard Tree Removal Contractor to address field activities concerns/issues) and to report back to the Debris Group Supervisor and Branch Director about status or issues/concerns with operations in their purview. The duties for this Operation include:

- 1) Fully understand and follow the requirements included in the Structural Debris and Hazard Tree Removal Contractor’s Contract, the Special Provisions, and the operational permits enforced by CalFire (that covers their logistical area, provided by the BP and the Lead RPF);
- 2) Provide and/or verify that the Task Force Leader are properly trained to conduct the work assigned;
- 3) Provide direct supervision of and direction to the Task Force Leader and the work they are conducting;
- 4) Inform the Debris Group Supervisor of issues or suggestions on how to conduct the Operation more efficiently and effectively;
- 5) Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting;
- 6) Provide the forms, tools, and communication equipment to keep in contact with the Task Force Leader at all times;
- 7) Report directly to the Debris Group Supervisor and be the line of contact between the Debris Group Supervisor and the Task Force Leaders in fulfilling the responsibilities of the Area as assigned by the Debris Group Supervisor.

I. **TASK FORCE LEADER** The Task Force Leaders are responsible to supervise and support all Crew Leaders (both responsible for overseeing the Structural Debris and Hazard Tree Removal Contractor’s Field Activities including recording the trees removed from each property within their logistical area of supervision and working with the Structural Debris and Hazard Tree Removal Contractor’s Superintendents addressing operational issues) and other personnel/resources assigned to their Task Force, and reporting their status to the Area Leader. The duties for this Operation include:

- 1) Fully understand and follow the requirements included in the Structural Debris and Hazard Tree Removal Contractor’s Contract, the Special Provisions, and the operational permits enforced by CalFire (that covers their logistical area, provided by the BP and the Lead Forester);
- 2) Provide and/or verify that the Crew Leaders are properly trained to conduct the work assigned;
- 3) Provide direct supervision of and direction to the Crew Leaders and the work they are conducting;
- 4) Inform the Area Leader of issues or suggestions on how to conduct the Operation more efficiently and effectively;
- 5) Provide the necessary health and safety equipment and materials required for the Crew Leaders for the work they are conducting;
- 6) Provide the forms, tools, and communication equipment to keep in contact with the Crew Leaders at all times; and

- 7) Report directly to the Area Leader and be the line of contact between the Area Leader and the Crew Leaders in fulfilling the responsibilities of the Task Force as assigned by the Debris Group Supervisor.

J. CREW LEADER

Crew Leaders shall be selected and assigned by the Contractor's Project Manager and report directly to and work for the Task Force Leader, the Area Leader, and ultimately the Debris Group Supervisor. The Crew Leaders are responsible for working with the Structural Debris Removal Crews, Hazard Tree Removal Crews, monitoring operations at processing and end use facilities, documenting hazard tree assessments as part of a Hazard Tree Assessment Strike Team, and performing other duties as described in this agreement and/or as prescribed by the IMT. The Crew Leaders shall:

- 1) Bring to each property and fully read, understand, and follow the requirements included in the initial site plan and the ROE or other IMT approved document anytime they are at an operational property;
- 2) Attend all Debris Group Supervisor and/or Structural Debris and Hazard Tree Removal Contractor initiated safety meetings to discuss possible personal and community hazards;
- 3) Be responsible to carry out, under the direction of the Debris Group Supervisor, the Area Leader, and the Task Force Leader, the operational permits enforced by CalFire requirements for each individual property assigned, and to read and follow the property owners' directions, listed on the signed and County approved Right of Entry (ROE) Forms or within the Town or County ROWs;
- 4) The Crew Leaders shall be the property owners' point of contact until the trees on their property have been removed and the property has been cleared by the County;
- 5) Inspect each Tree Removal Contractors' truck supporting work on each property and ensure that they each have a safety check placard, issued by the Assessment and Monitoring Contractor's DOT commercial truck inspector teams;
- 6) Complete and submit to Branch Planner and/or any additional governmental agency all documentation that is required for CalRecycle to receive the maximum reimbursement for all covered trees removed and related costs.
- 7) Provide daily oral status reports to the Task Force Leader, the Area Leader, and the Debris Group Supervisor, or designees, at the end of each day;
- 8) Coordinate and work cooperatively with the Structural Debris and Hazard Tree Removal Contractor, air sampling consultants, the State Health and Safety Officer, and the Structural Debris Removal and Hazard Tree Removal Contractor's Health and Safety Officers, , and other Operations officials, as determined by the IMT;
- 9) Coordinate and communicate with the State Debris Group Supervisor and Branch Planner on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the Structural Debris Removal and Hazard Tree Removal Contractor;
- 10) Be present during any structural debris removal or hazard tree related activities, and related on-site management, during Operational hours if safe conditions allow unless otherwise stated by the Debris Group Supervisor;
- 11) Perform other requests as directed by the CalRecycle Contract Manager or his proxy, in consultation with the Debris Group Supervisor and/or the Branch Planner, and/or the IMT;
- 12) Document each tree that is chipped and taken to the end use facilities.

K. CERTIFIED ASBESTOS CONSULTANT/CERTIFIED SITE SURVEILLANCE TECHNICIAN

Based on the general age of the homes that were impacted by the fire incident, if there is good

reason to believe that these homes were or could have been constructed during a time when asbestos containing building materials were available for use, conduct a per site Asbestos Survey, after and in reference to the Department of Toxic Substances Control (DTSC) Report summarizing their initial findings based on their preliminary hazardous waste assessment for asbestos containing material (ACM) for these properties.

- 1) If necessary, asbestos qualified site inspectors shall conduct visual assessment of each property in the program base on a modified Asbestos Hazard Emergency Response Act (AHERA) sampling approach on each lot for suspect ACM. Sampling of potential ACM will be conducted by a Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSSTs) working under the direction of a CAC. The CAC or CSST will collect bulk samples for asbestos in representative lots and have them analyzed as appropriate. Full NESHAP asbestos surveys may be performed on partially burned structures as directed by the Debris Group Supervisor.
- 2) At a minimum, the CAC shall contact and direct the registered Asbestos Removal Contractor debris removal team to properly collect, package, remove and dispose of the verified asbestos containing materials following best management practices for ACM removal. The CAC shall document the materials found, removed and disposed of to be included as part of the Final Site Clean Report described in number 5 above.
- 3) If it is determined by the BP and/or DGS and/or it is a stated requirement in the Special Provisions that air monitoring is required, due to the presence of asbestos (or heavy metals, or other potentially hazardous air born constituent) in the ash materials to be removed for the program properties, the Environmental Crew Leaders staff shall also be required to prepare an Air Monitoring Plan, to be approved by both an appropriately certified professional and the Debris Group Supervisor, or his designee.
- 4) If an Air Monitoring Plan is prepared, the Environmental Crew Leaders shall implement such plan, at the direction of the certified professional that approved the plan. The Environmental Crew Leaders shall also organize the sampling data results and prepare an overall Report, and separate reports, as required by the Air Monitoring Plan, and have it reviewed and approved by the appropriate certified professional.

L. ENVIRONMENTAL UNIT LEADER

The Environmental Unit Leaders and supervisors will be responsible for overseeing and supporting the field work conducted by the Biologists and Archaeologists in addressing the environmental requirements of the structural debris removal and hazard tree EPP and ECC requirements, inclusive of meeting the Forest Practice Rules environmental protection measures.

M. ENVIRONMENTAL TASK FORCE LEADER/WATER QUALITY BMPS

Provide an Environmental Unit Leader to assist the RPFs in preparing and overseeing the appropriate implementation of each of the water quality BMPs required in the operational permits enforced by CalFire with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations, summarized in the EPP and the ECP.

N. ENVIRONMENTAL TASK FORCE LEADER/AIR QUALITY

The Air Quality Environmental Task Force Leader for criteria air contaminants shall oversee the collection of air pollutants that may cause health hazards from the debris recovery operations. Criteria air contaminants are typically emitted from many sources and the Environmental Crew Leaders /Air Quality is responsible for providing and implementing an air monitoring and sampling plan.

- O. ENVIRONMENTAL TASK FORCE LEADER/SENIOR ENVIRONMENTAL SPECIALIST
Provide an Environmental Task Force Leader/Senior Environmental Specialist to assist the RPFs and the in preparing and overseeing the appropriate implementation of each of the EPP, ECP, CAL FIRE permits/exemptions, and other relevant criteria. The Environmental Task Force Leader/Senior Environmental Specialist will also be responsible for overseeing and supporting the Environmental Crew Leaders in addressing the environmental requirements of the EPP, the ECP and the Timber Harvest Plans. The Environmental Task Force Leader/Senior Environmental Specialist must be a trained and degreed environmental scientist or have a comparable professional background.
- P. ENVIRONMENTAL CREW LEADER
The Environmental Crew Leaders are environmental engineering/science trained and degreed professionals experienced in conducting site assessments and environmental sampling. The Environmental Crew Leaders shall be overseen and directed by one of the Environmental Task Force Leaders. Among other tasks Environmental Crew Leaders: conduct initial visual roadway surveys for the debris and hazard recovery functions; conduct, sample, and prepare Cleanup Goals Report; Conduct Individual Debris Site Assessments; conducts Confirmation Sampling; and Prepare Final Site Cleanup Reports.
- Q. DATA/PACKET MANAGER
The Data Packet manager shall electronically manage and track all the site documentation including, but not limited to the following; the ROEs (or source ROW segment) all site documentation, daily activity documentation, trucking documentation, damage claim records, and site data reconciliation with the Structural Debris and Hazard Tree Removal Contractor. The Data/Packet Manager shall compile documentation for cost tracking and reconciliation.
- The Data//Packet Manager shall also make collected data available to the Debris Group Supervisor, Branch Planner, and Finance Lead and the entire IMT as requested to help improve the effectiveness and efficiency of the operation.
- R. BRANCH PLANNER
Branch Planner responsible for either the Structural Debris Removal Operation or the Hazard Tree Removal Operation, shall oversee the collection, evaluation, and dissemination of operational information related to the incident. The Branch Planner's responsibility shall prepare and assist the Debris Group Supervisor in implementing the Structural Debris and Hazard Tree Removal Operations, as well as track the status of all incident resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the tree removal program. The Branch Planner may work in tandem with the State Branch Planner in planning field operations (developing work assignments for all incident resources, tracking status of those assignments, redirecting resources as needed, and other duties), or may be solely responsible for coordinating planning field operations.
- S. PLANNING ASSISTANT
Planning Assistants support the Branch Planner overseeing either the Structural Debris Removal Operation or the Hazard Tree Removal Operation. Planning Assistants assist Branch Planner in overseeing the collection, evaluation, and dissemination of operational information related to the incident. It is the Planning Assistants' responsibility to prepare and assist the Branch Planner in implementing the Structural Debris and Hazard Tree Removal Operations Planning, as well as track the status of all incident resources and all the preparations for, data management from, and

the final dispositions of each property that has entered into the tree removal program.

T. GIS PROFESSIONAL

GIS professionals shall be responsible for taking all local fire incident information, local agency information, mapping, and infrastructure information and building it into a cohesive database that can be used to assess, coordinate, and summarize all the tree removal activities that have taken place. The database shall be developed by the GIS professional to provide the Branch Planner, Debris Group Supervisor, Finance Lead, and Contract Manager an easy way to access information that will assist them in performing their duties. This database shall include all daily activity logs, truck tickets, site tree assessments, and closure reports for each participating property, using a CalRecycle specified data structure. The Database shall be based on ESRI software and compatible with CalRecycle's GIS systems and standards.

U. FINANCE UNIT LEADER

Finance Unit Leaders are responsible for the Contractor's financial and cost analysis and cost efficiency aspects of the Structural Debris Removal Operation and for the Hazard Tree Removal operation. These include the Structural Debris and Hazard Tree Removal Contractor's Agreement negotiations (if appropriate), recording or auditing personnel and equipment time, documenting and processing claims for accidents and injuries occurring at the incident, and keeping a running tally of the quantities and costs associated with the incident. The FUL will work cooperatively in support of the Branch Director and the incident requirements as defined by the Branch Director, OES and the CalRecycle Contract Manager with concurrence of the CalRecycle Chief Accounting Officer. CalRecycle will likely use the Contractor's Finance Unit Leader as support to CalRecycle's own Finance Unit Leader, but requires the Contractor's Finance Unit Leader to be fully qualified to assist and even take over the role on as as-needed basis.

The Finance Unit Leader is responsible for the following:

- 1) Assisting CalRecycle in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.
- 2) Assisting CalRecycle's Finance Unit Leader in continuously monitoring the Structural Debris and Hazard Tree Removal Contractor's expenses, costs, and quantities, for which they have issued tickets, and provide periodic reports to the CM. The Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.
- 3) Prepare or support CalRecycle Staff in the implementation of the Structural Debris and Hazard Tree Removal Contractor(s) Agreement.
- 4) Support CalRecycle staff in the oversight and implementation of the Structural Debris and Hazard Tree Removal Contractors(s) Agreement.
- 5) Assist CalRecycle staff in setting up the Structural Debris and Hazard Tree Removal Contractors(s) and their subcontractor's invoice requirements to provide ease of invoice review and cost tracking of debris removal operations conducted per site cleaned up as part of the Debris Removal Program, to best meet CalRecycle's Staff, OES needs for ease of state and/or Federal (if applicable) reimbursement.
- 6) Set up a detailed database collection and management system to enhance the contractor invoicing, invoice review process, and audit capabilities, at the CalRecycle Finance Unit Leader's direction with concurrence of the Chief Accounting Officer of CalRecycle. The database shall include, at a minimum, invoiced and actual payment financial data by invoice number and parcel. If applicable, database shall be broken out by FEMA eligible, ineligible, and community costs by invoice number and payment amount as directed by the CalRecycle Finance Unit Leader with concurrence of the Chief Accounting Officer of

CalRecycle.

- 7) Setup Changes to the tickets issued by TF Leaders to include Change Orders, as directed by the Finance Unit Leader.
- 8) Under the direction of the Chief Accounting Officer of CalRecycle, assist CalRecycle staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC/TROC office in the field, or (at the end of the project) at CalRecycle's offices in Sacramento. At a minimum, the detailed review shall ensure that:
 - a) Invoices and charges comply with provisions of purchase orders, sub-purchase orders, contracts, leases, service agreements, grants, etc. This includes ensuring completed work orders, adherence to contract terms and invoicing, and that there is proper authorization and internal control of purchases and assets in accordance with the State Contracting Manual and State Administrative Manual.
 - b) Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, sub-contractor amounts and services. Invoices must contain adequate supporting documentation as defined by the CalRecycle Chief Accounting Officer.
 - c) Items or services invoiced have been received or provided, as evidenced by stock received reports, receipts or similar documents or verification by authorized individuals, and is fully documented for audit or other external review. All travel must be documented and in accordance with CalHR reimbursement rates for excluded employees.
 - d) Authority exists to obtain the goods or services.
 - e) Invoices are not duplicate, and payment has not been previously been made.
- 9) Assist CalRecycle staff in the detailed review and processing of invoices for payment. This support may take place either in the DROC office in the field, or (at the end of the project) at CalRecycle's offices in Sacramento.
- 10) Assist CalRecycle in assembling and assessing Agreement correspondence. This includes assistance in responding to the contractor's requests for information, notices of potential claims, and claims review, assessment, and recommendations.

V. FINANCE ASSISTANT

Finance Assistants are responsible for supporting the Finance Lead in managing the Contractor's financial and cost analysis and cost efficiency aspects of the Structural Debris removal Operation and for the Hazard Tree Removal operation. These include the Structural Debris and Hazard Tree Removal Contractor's' Agreement negotiations (if appropriate), recording or auditing personnel and equipment time, documenting and processing claims for accidents and injuries occurring at the incident, and keeping a running tally of the quantities and costs associated with the incident.

W. ADMINISTRATIVE STAFF RESPONSIBILITIES

Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to CalRecycle's Branch Planner supporting the Structural Debris Removal and Hazard Tree Removal functions. The services to be provided include:

- 1) Early on, work with the Structural Debris and Hazard Tree Removal Contractor and the CalRecycle Contract Manager and Finance Lead, and/or accounting staff in developing an acceptable method for accounting of billable activities and an agreed upon format for invoices to be submitted to the Contractor for review prior to submission to CalRecycle for approval and payment;
- 2) Work directly with the Finance Lead to track various types of Structural Debris and Hazard Trees removed, hauled, and deposited at final destinations by managing daily work sheets

prepared by the Crew Leaders, and collecting and collating truck tickets and destination (landfill, recycle facility, end use facility, etc.) tickets from each cleanup property on a daily basis;

- 3) Work with the Finance Lead in accumulating and tabulating and reporting daily and total project quantities for the Structural Debris and Hazard Tree Removal functions;
- 4) Receive, review, and compare contractor invoices with the daily logs and materials disposal tickets for costs expended;
- 5) Evaluate invoices to verify that all costs have been charged per the Agreement approved unit rates;
- 6) Report to the Finance Lead any discrepancies between the daily logs, other per lot documentation, and the invoices; and
- 7) Other administrative requests made by either the Branch Planner or the Finance Lead.

X. BIOLOGISTS/ARCHAEOLOGISTS

The ~~Senior~~ Biologists and ~~Senior~~ Archaeologists shall help to interpret and implement the EPP, the ECP and the operational permits enforced by CalFire for environmental protection supporting documentation assessments as well as recommended environmental/historical best management practices (BMPs) to protect these areas from negative impacts for each Operation.

Biologists and Archaeologists, trained by ~~the~~ a Senior Biologist, and Senior Archeologist, will conduct required environmental / archaeological assessments and monitor both of the Structural Debris and Hazard Tree Removal Contractor's types of crews to make sure that they are implementing the ECP and operational permits enforced by CalFire required BMPs. Some of the Biologists shall be required to have aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).

The Contractor will assign at least one Archaeologist to be responsible for carrying out actions required for compliance with Section 106 of the National Historic Preservation Act as directed by the IMT, as described in the "Work to be Performed" section above. These actions shall be conducted in coordination with tribal partners. Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61)

Y. MISCELLANEOUS POSITIONS/SERVICES

- 1) CalRecycle will compensate the Contractor on a daily flat rate basis for oversight of tribal monitoring operations, including:
 - a) if necessary, administrative staff to assist CalRecycle's government-to-government consultations with Tribes. As a result of good-faith and reasonable efforts to identify and protect cultural resources, Tribal Monitoring may be a possible mitigation outcome of the Section 106 consultation for the PPDR Operation within a branch.
 - b) if necessary, administrative staff to assist Contractor's execution of a negotiated scope of work with the Tribe for Tribal Monitoring services, with the approval of CalRecycle c)if necessary, staff necessary to ensure tribal governments operating as subcontractors to the Contractor perform all aspects of the Scope of Work, submit documentation as required in the Scope of Work, and that all costs submitted by tribal governments are reasonable and appropriate.
- 2) The Contractor shall hire independent third-party DOT commercial truck inspector two-person teams. The Contractor shall:
 - a) Provide certifications and resumes indicating their experience as truck inspectors to the CM for approval. The inspectors shall have the necessary insurance, qualifications, and

- expertise to perform a level one inspection for all commercial trucks assigned to the incident. All inspection records, both pass and fail, shall be submitted to the IMT within 24 hours of the inspection.
- b) Provide as many such 2-person crews as is determined by the IMT to be necessary to confirm that all trucks pass safety inspections as required by the State Highway Patrol and applicable state and local regulations. The Contractor will placard each and every truck that has been inspected with a unique placard number that can be scanned by CLs at each property site, log deck processing site, and final disposal site.
 - c) Inspect all logging trucks, haul trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road; these water trucks are considered construction vehicles.
 - d) Re-inspect 10 percent of all previously certified trucks every 30 days.
- 3) **GPS Tracking of Commercial Fleet**
The Contractor shall be responsible for installing and monitoring Global Positioning System (GPS) tracking on all Structural Debris and Hazard Tree Removal Contractor haul trucks, street sweepers, and community water tenders. The Contractor shall provide access to the tracking software to the IMT and Structural Debris and Hazard Tree Removal Contractor.
- 4) The Contractor is required to send soil, water, and asbestos samples to outside laboratories for analysis. CalRecycle will reimburse the Contractor for laboratory services for samples collected on a chain of custody basis. The chain of custody transmittal form will be filled out documenting samples collected from a property for which soil or air samples are collected. One Chain of Custody form per property, per sampling event. The ~~Bid Schedule~~ **Cost Proposal Sheet** line items for these laboratory costs is inclusive of all laboratory costs, including but not limited to, sample containers, packaging, sample preservation, shipping, handling, preparation, processing, reporting of results, and any other costs. The Contractor shall ensure laboratory sample analysis reporting turn-around-times do not exceed seven (7) days from the date of sample collection.
- 5) The Contractor shall provide water trucks to suppress dust from fire debris properties until the fire debris removal contractor can mobilize water trucks to the Area. Water trucks will be paid ~~on an hourly rate~~ **at a daily rate** in the ~~Bid Schedule~~ **Cost Proposal Sheet** 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 10-hour day** ~~per truck per day for a 10-hour working day~~ and includes water, fuel, hoses and fittings, and all items necessary to apply dust control water using truck mounted spray and manually applied dust control water as needed, and includes water truck mobilization and demobilization, the costs of permits, and use of agency meters.
- 6) Air monitoring equipment shall be provided and used for community air monitoring per the requirements in the Special Provisions. Air monitoring equipment will be paid at a daily rate in the ~~Bid Schedule~~ **Cost Proposal Sheet** that includes all items required for the complete Operation and Operation of the air monitor. The daily rate is to include the rental of the equipment, generator, all laboratory costs, and fuel. **Standard air monitoring stations will be required to do real-time monitoring of airborne fine particulate matter concentrations (particulates with an aerodynamic diameter of 2.5 µm, PM2.5) and air sampling for CAM-17 metals, excluding mercury and beryllium, (California Code of**

Regulations, Title 22). Particulate monitoring and metals sampling will be collected from community locations during working hours for the duration of the Operation or until such time the Debris Group Supervisor (DGS) or designee determines that air monitoring may cease. Advanced air sampling station samples, as a separate line item in the Cost Proposal Sheet, will include asbestos, mercury, silica, and hexavalent chromium air samples to be taken as needed.

- 7) The Contractor shall provide Licensed Professional Surveyor(s), as required by the IMT, to resolve boundary disputes on affected properties.
- 8) There may be a need for the Contractor to provide additional professional services in support of the Structural Debris Removal and Hazard Tree Removal Functions, if requested by CalRecycle. Any additional services must be approved by the CalRecycle CM in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. If such additional services require subcontracting, the Contractor is limited to a ten (10) percent markup on subcontract costs.

8. Staffing

Staffing positions are described below for each respective branch.

Northern Branch

Position	Resource Quantity
Environmental Assessment Teams *	50
Certified Asbestos Consultants/	20
<u>Certified Site Surveillance Technicians*</u>	
Crew Leader- Structural Debris Removal**	75
Crew Leader – Hazard Tree Removal**	100
Registered Professional Foresters** & Arborist/CL Strike Team **	5 50

Inland Branch

Position	Resource Quantity
Environmental Assessment Teams *	30
Certified Asbestos Consultants/	15
<u>Certified Site Surveillance Technicians*</u>	
Crew Leader- Structural Debris Removal**	50
Crew Leader – Hazard Tree Removal**	60
Registered Professional Forester** & Arborist/CL Strike Team **	3 30

Bay Branch

Position	Resource Quantity
Environmental Assessment Teams *	30
Certified Asbestos Consultants/	15
<u>Certified Site Surveillance Technicians*</u>	
Crew Leader- Structural Debris Removal**	50
Crew Leader – Hazard Tree Removal**	50
Registered Professional Forester**	6
& Arborist/CL Strike Team **	80

Southern Branch

Position	Resource Quantity
Environmental Assessment Teams *	30
Certified Asbestos Consultants/	15
<u>Certified Site Surveillance Technicians*</u>	
Crew Leader- Structural Debris Removal**	50
Crew Leader – Hazard Tree Removal**	50
Registered Professional Forester**	5
& Arborist/CL Strike Team **	50

Positions marked with a single asterisk () must be provided, at a minimum, within three weeks of Notice To Proceed (NTP). If the positions are not filled within three weeks of NTP, CalRecycle has the discretion to remedy per the Standards and Benchmarks section (below). Contractors shall be prepared to provide additional staff for the Contractor's respective branch, as directed by the CalRecycle Contract Manager in consultation with the IMT.

Positions marked with a double asterisk () are provided as estimated quantities based on anticipated work availability for the branch. Contractor acknowledges that double asterisk positions may be adjusted upward or downward based on operational needs. Contractor must be prepared to provide the first 25% of these positions in the quantities described above within seven (7) calendar days of notice from the IMT. The next 25 % within fourteen (14) calendar days, the third 25% within twenty-one (21) calendar days, and the next 25% within twenty-eight (28) calendar days of notice from the IMT.

9. Substitution of Key Personnel

Written approval is required for any substitutions or alterations to the Contractor's originally proposed key personnel, subcontractors, and project organization. The Contractor may petition the CM to add or remove Contractor personnel or subcontractors at any time during the life of this Agreement by providing the following information to the CM in writing:

- a) A transmittal letter stating the reasons why the modification to the Contractor's team is necessary, including a statement as to whether and how such a substitution may affect the Contractor's ability to achieve the goals of this Agreement.
- b) A resume for the individual proposed to be added to the Contractor's staff.
- c) An amended Cost Proposal including all new staff for the Contractor, in the format prescribed by

CalRecycle.

- d) A revised organizational chart for the Contractor's team depicting all subcontractors and key staff.

The CM may direct the Contractor to replace staff, including key personnel. These decisions shall be at the sole discretion of the CM.

10. Standards and Benchmarks

- a) The Contractor will be responsible for performing all work in a safe, professional, efficient, and expeditious manner. The IMT and CalRecycle Contract Manager shall review all work and determine whether work is satisfactory. The IMT may consult best practices, prior project performance, the performance of other contractors in other branches, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the contract. All work done and all materials furnished shall be subject to IMT's inspection.
- b) The CalRecycle Contract Manager or ~~designated proxy~~ designated proxy, in consultation with the IMT, will establish a baseline schedule and performance benchmarks necessary to meet this schedule. (e.g., expected Structural Debris Removal assessments performed per week, expected hazard trees assessed per week, etc.). The CalRecycle Contract Manager or designated proxy, in consultation with the IMT may consult best practices, prior project performance, the performance of other contractors in other branches, federal technical assistance teams, or other resources when establishing performance benchmarks. The CalRecycle Contract Manager or designated proxy, in consultation with the IMT may consider parcel size, geography, and other unique characteristics of the work area in these determinations. The CalRecycle Contract Manager or designated proxy, in consultation with the IMT may revise the schedule and benchmarks at its discretion. If work is subsequently determined to be below these benchmarks or otherwise unsatisfactory, the CalRecycle Contract Manager will notify the Contractor promptly of the deficiency. The CalRecycle Contract Manager or designated proxy, in consultation with the IMT, will consider all unusual and extenuating circumstances in determining the existence of a performance deficiency. If the Contractor fails to correct the deficiency within three (3) working days. Contractor shall forfeit compensation for proportionate damages caused by the deficiency as described in the table below. Agreed upon schedules and performance benchmarks will be documented and included in relevant Work Orders.
- c) IMT field personnel, such as Area Leaders, may verbally notify the Contractor of work that appears unsatisfactory based on comparing observed field operations to the contract, including the Special Provisions. The Contractor must remedy any unsatisfactory performance as quickly as possible. and halt any operations clearly deviating from the contract. If performance is not corrected, the IMT may order work to be stopped and the CalRecycle Contract Manager will notify the contractor in writing of the deficiency.
- d) CalRecycle will not compensate the Contractor for any rework. For the purposes of this agreement, rework is defined as additional work required to be performed by the Contractor to correct deficiencies identified by the IMT or by other quality assurance/control mechanisms (including federal technical monitors). Examples of rework ineligible for payment include:
- 1) Redeploying arborists to parcels or segments of ROW to assess trees not properly

assessed during the initial Hazard Tree Assessment.

- 2) Redeploying Crew Leaders to correct deficiencies in Structural Debris Removal site assessments.
- 3) Staff time necessary to correct deficiencies in data management and GIS systems.

Contractor shall be responsible for promptly conducting rework, at no cost to CalRecycle, upon notification by the IMT or other quality assurance/control mechanism.

11. Standards and Remedies

Task	Standard	Verification/Validation	Result if standard not met
Daily mobilization of all assets	All assets listed on prior days ICS 204 and/or ordered by the IMT (not to exceed the quantities shown in the "Staffing" section of this agreement) on scene by 0700 unless absence is approved by IMT.	Field validation by IMT Debris Group personnel.	Nonpayment of personnel rates in an amount equal to the rates for the absent personnel for the date of noncompliance.
Production Rate Benchmarks	Contractor meets agreed upon average daily production rates (see above) unless reduction is approved by CalRecycle Contract Manager or designated proxy, in consultation with the IMT for items out of the contractor's control, such as rain and fire evacuations.	Daily Operations Report	5% reduction in overall payment (all bid items) for the date of noncompliance. 10% reduction in overall payment (all bid items) for dates of noncompliance if noncompliance continues for five or more consecutive working days.
Damage Report	Contractor must provide an initial report (written or verbal) to the State Debris Group Supervisor by the end of the working day.	Receipt of report by State Debris Group Supervisor	Nonpayment of the Crew Leader for the date of noncompliance. Dismissal of Crew Leader upon a second violation of these standards.
Compliance of Subcontractors , including Tribal Governments	Contractor must ensure all subcontractors, including tribal governments performing monitoring, comply with all terms of	Daily field observations by State Debris Group personnel.	Nonpayment of the Project Manager, Branch Director, and Debris Group Supervisor costs for the date of noncompliance.

	this agreement.		
Mixed Loads	Contractor must diligently observe all loading by the Structural Debris Removal and Hazard Tree Removal Contractor, and promptly (within two hours) notify the IMT if unapproved load mixing is observed.	Daily field observations by State Debris Group personnel.	Nonpayment of Crew Leader for the date of noncompliance. Dismissal of Crew Leader upon a second violation of these standards.

12. Change Orders and Work Orders

- a) ~~The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. The Contractor shall immediately notify the CM and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The CalRecycle CM will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by the CalRecycle CM, may not be considered for compensation.~~ **If the Contractor is directed to perform work outside the Scope of Work of this Agreement or encounters any other situation where it believes an adjustment of costs from the Cost Proposal Sheet is justified, the Contractor must immediately notify the Contract Manager and the IMT of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager. This is the only mechanism by which the Contractor will be paid for any costs not included in the Cost Proposal Sheet.**
- b) ~~There may be a need for the Contractor to provide additional, presently unanticipated services in support of the Structural Debris Cleanup Operation and /or the Hazard Tree Removal Operation, if requested by CalRecycle. Any additional services must be approved by the CM in writing and in accordance with the "Change Orders" clause of Exhibit D. All rates must be approved in the Change Order document, and shall be reasonable, typical of the industry, and allocable. This is the only mechanism by which the Contractor will be paid for any costs not included on the Bid Schedule. If the Contractor is directed to perform any additional, unanticipated work, the Contractor shall begin the Change Order process by notifying the CM, and the IMT, within 24 hours of becoming aware of the need for a Change Order and before commencing the additional work. The Contractor may not be compensated for additional work if this clause and the Work Authorization clause of Exhibit D are not adhered to. The additional work will be covered with a Change Order, the cost of which will be (unless otherwise determined by the CM) based on either a lowest responsive bid (of 2-3 bids) and consider published labor, equipment, and/or materials rates.~~ **The Contract Manager, in consultation with the IMT, shall notify the Contractor whether to perform or continue the affected work and issue a Change Order if an adjustment to the Cost Proposal Sheet costs is necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective**

date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment. In order to be approved, the Change Order costs must be reasonable, allocable, and typical of the industry, and the Change Order work must be reasonable for the completion of the project scope.

c) The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. The Contractor shall immediately notify the CM and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The CalRecycle CM will, in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by the CalRecycle CM, may not be considered for compensation.

e)d) CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from Work Orders, plans, and specifications, as deemed necessary or advisable by the CM. Any such changes will be set forth in an amended Work Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. An amended Work Order will not become effective until approved in writing by the CM.

Upon receipt of an approved amended Work Order, the Contractor shall proceed with the ordered work. Compensation for any change shall be as provided for in the amended Work Order. The Contractor will not be compensated for any work that exceeds that indicated in the Work Order, or that has not been authorized in writing by the CM.

~~e) If the Contractor becomes aware of changed site conditions, is directed to perform work outside the Scope of Work of this Agreement, or encounters any other situation where it believes an adjustment of costs from the Bid Schedule is justified, the Contractor must notify the CM, and the IMT, within 24 hours of becoming aware of said situation, of the need for a Change Order. Failure to notify the Contract Manager, within this time frame, constitutes a waiver of any claim for additional compensation prior to actual notification to the CM.~~

~~The CM, in consultation with the IMT, shall notify the Contractor whether to continue the affected work and issue a Change Order if adjustment to the Bid Schedule costs is necessary. The Contractor shall promptly provide all information requested by the CM in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment. Contractors are advised Change Orders may take thirty (30) days or more to incorporate and amend into this Agreement.~~

13. Delays

a) The IMT may order a portion or all of the Contractor's staff to refrain from working on a certain day or a portion thereof. Reasons for this decision could include, but are not limited to, inclement weather, conflicting operations, or operational needs. This decision is in the sole discretion of the IMT.

- b) In the event the IMT provides such notice twelve (12) or more hours in advance of the work stoppage, the Contractor shall receive no compensation. In the event that the IMT provides fewer than twelve (12) hours of notice, the Contractor shall be compensated for idle employees based on the hourly rates established in the Cost Proposal Sheet in accordance with the chart shown below.
- c) For the purposes of this chart, more than or equal to 30 minutes of work shall be considered a full hour of work. Less than 30 minutes of work will not be considered.

Hours Actually Worked	Hours to be Paid
0	3
1 - 2	4
3 - 4	5
5	5.5
6 +	Actual Hours Worked

14. Location of Services

Services shall be provided in the counties identified for each respective Branch, unless remote work is authorized by the Contract Manager. The Contractor shall maintain a field office in the general area where work field work will be conducted.

15. Control of Work

The CalRecycle CM has the authority to determine the quality and acceptability of the following:

- a) Work to be performed;
- b) Rate and progress of the work;
- c) Fulfillment of the services provided by the Contractor; and
- d) Compensation for services provided by the Contractor.

16. Representation

The Contractor will designate a Project Manager who holds the following authority:

- a) Act as the Contractor's Representative for work to be provided under this Agreement
- b) Act as the Contractor's Representative regarding contractual matters relating to this Agreement.

If during the course of the Agreement, it is deemed necessary to replace the Project Manager, CalRecycle's CM approval is required prior to the replacement being made.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for services performed in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted in triplicate, with two sets of supporting documentation (i.e., receipts, timesheets, etc.), not more frequently than monthly in arrears to:

wildfirepaymentrequest@calrecycle.ca.gov

OR

Accounts Payable
 Department of Resources Recycling and Recovery Fiscal Services Branch
 U.S. Postal Correspondence:
 P.O. Box 4025, MS-19A Sacramento, CA 95812-4025
 Federal Express Correspondence: 1001 I Street, MS-19A
 Sacramento, CA 95814

- C. The Contractor agrees to provide quality assurance and examination services for all of the Debris Removal and Hazard Tree Removal Contractor's and Tribal Monitor's invoices prior to submission to CalRecycle. The Contractor shall resolve all deficiencies identified with the Debris Removal and Hazard Tree Removal Contractor and Tribal Monitor(s)' invoice packages prior to submission to CalRecycle. Each complete invoice package submitted to CalRecycle must include the below information. CalRecycle will not process incomplete invoice packages:
 - 1) Contractor's company name and address
 - 2) Date invoice was submitted
 - 3) Billing Period
 - 4) Contract Number and Incident Name
 - 5) Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the State, including a reference to the original invoice number.)
 - 6) Overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
 - 7) Contract line item number/ID
 - 8) Contract line item description
 - 9) Address/APN where work has been performed
 - 10) Work Order No. for which the cost is authorized
 - 11) Change Order No., if applicable, for which the cost is authorized.
 - 12) Quantity of contract line item
 - 13) Rate of contract line item
 - 14) Overall total of contract line item (for services billed within invoice period)
 - 15) Clear, scanned, copies of all ICS 214 Forms, tickets and other supporting documents relating to costs billed. Each ICS 214 Form shall include detail and information to support the costs being invoiced. Optical Character Recognition, (OCR) is preferred for all PDF formatted documents (1) Copy of Excel format, (1) copy of PDF format

- 16) Invoice Payment Request Form
- 17) Payment Recommendation Report by the Contractor
- 18) Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative
- 19) State's Form 209, where a dispute has been made and resolved

2) BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3) PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927). Contactor agrees with CalRecycle that for purposes of compliance with the Prompt Payment Act, the Prompt Payment Act begins according to CalRecycle's Mission Task Finance Unit's "Received Date Stamp."

4) TAXES: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales or use tax imposed by another state.

5) COST BREAKDOWN:

{Insert the final pricing from the winning proposer.}

6) CONTRACTOR'S RESPONSIBILITY: The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the Project, including the costs of attorney or legal fees. CalRecycle will not facilitate, mediate, or arbitrate disputes between the Contractor and another entity; nor will it determine responsibility for the performance of work. Additionally, in the event that CalRecycle determines the Contractor is responsible for any unapproved delay, loss, harm or other damages to CalRecycle, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. CalRecycle reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm or other damages it determines attributable to the Contractor.

- 7) PAYMENT WITHHOLD: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY**: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **CALIFORNIA WASTE TIRES**: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste- tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.
All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.
4. **CONTRACT MANAGEMENT**: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.
5. **CONTRACTOR EVALUATIONS**: If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services , Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the Department of General Services, CalRecycle shall notify and send a copy of the evaluation to the Contractor within fifteen days. The Contractor shall have thirty days to prepare and send a written response to CalRecycle and the Department of General Services.

CalRecycle and the Department of General Services shall file the Contractor's statement with the evaluation. (PCC §10369).

6. **CONFIDENTIALITY/PUBLIC RECORDS**: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.
7. **CONFLICT-FUTURE BIDDING LIMITATION**: Pursuant to Public Contracts Code Section 10365.5:
 - 1) No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
 - 2) Subdivision (a) does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract that amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.
 - 3) Subdivisions (a) and (b) do not apply to consulting services contracts subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.
8. **CONSULTING SERVICES**: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.
9. **COPYRIGHTS AND TRADEMARKS**: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

For contracts of \$5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:
 "Prepared as part of CalRecycle contract number DRR20059, Total Contract Amount \${Insert Amount}, pursuant to Government Code Section 7550."
10. **DELIVERABLES**: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.
11. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.
12. **ENVIRONMENTAL JUSTICE**: In the performance of this Agreement, the Contractor shall conduct

its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).

13. **FORCE MAJEURE**: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.
14. **GRATUITIES**: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.
15. **IMPRACTICABILITY OF PERFORMANCE**: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
16. **INSURANCE**: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

a. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- 2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

<p>General Liability: <i>(Including operations, products & completed operations, as applicable.)</i></p>	<p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p>
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Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions applying to General Liability and Automobile Liability must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The State, its officers, officials, employees and volunteers are to be covered as **additional** insured as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by U.S. mail.

e. The workers' compensation and employer's liability policy shall be endorsed to contain the following provisions:

The insurer waives any right of recovery the insurer may have against the State, its officers, officials, employees and volunteers because of payments the insurer makes for injury or damage arising out of the work done under contract with the State.

f. Verification of Coverage: Contractor shall furnish the State with original certificates and amendatory endorsements effecting coverage as required in this section. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating

classification requires State approval.

- h. Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.
- i. State Remedies: If Contractor fails to maintain the insurance required to be carried by these provisions in full force and effect at all times, the State, in its sole discretion, may terminate this contract.
- j. Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- k. Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement. In the event the insurance coverages obtained by the Contractor is broader in scope or the limits are higher than those required under this Agreement, such scope and limits available to the Contractor shall also be available and applicable to the State.

17. LIABILITY FOR NONCONFORMING WORK: The Contractor will be fully responsible for ensuring the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CalRecycle, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CalRecycle for any additional expenses incurred to cure such defects. CalRecycle may pursue any sanctions allowed by law.

18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: STD 213; GTC 04/2017 - General Terms and Conditions (incorporated by reference); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit D – Special Terms and Conditions; Other exhibits in alphabetical order, beginning with E; Attachments in numerical order, beginning with 1.

20. OWNERSHIP OF DRAWINGS, PLANS AND SPECIFICATIONS: CalRecycle will have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data and memoranda of every description or any part thereof, prepared under this Agreement. The originals and all copies thereof will be delivered to CalRecycle upon request. CalRecycle will have the full right to use said originals and copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors or subcontractors to additional compensation.

21. PATENTS: The Contractor assigns to CalRecycle all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement.

22. **PUBLICITY AND ACKNOWLEDGEMENT:** The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.
23. **RECYCLED-CONTENT PRODUCT PURCHASING:** In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/rcpm. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.
- In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.
24. **REMEDIES:** Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Contract Manager for the purpose of solving the dispute.
26. **STOP WORK NOTICE:** Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. **SUBCONTRACTORS:** All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly

employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

1. **SUBCONTRACTING WITH LOCAL BUSINESSES:**

- a) To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared, CalRecycle encourages the Contractor to use local businesses to the extent practicable and economically feasible in the performance of this Agreement. If the Contractor is unable to secure sufficient local businesses, it is encouraged to utilize California-based businesses.
- b) For the purposes of this section local business means a business which has its headquarters within an impacted counties.
- c) During the performance of this Agreement the contractor agrees, if subcontractors are to be let, to take the following steps to promote the use of local businesses:
 - i. Place qualified local businesses on solicitation lists.
 - ii. Assure local businesses are solicited whenever they are potential resources.
 - iii. Dividing total requirements and/or establishing delivery schedules whenever economically feasible into smaller tasks or quantities to permit participation by local businesses.

28. **SUCCESSORS:** The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.

29. **TERMINATION:** CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

30. **UNRELIABLE LIST:** Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s). Placement of Contractor on CalRecycle Unreliable List any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

31. **WASTE REDUCTION:** In the performance of this Agreement, the Contractor shall take all reasonable steps to ensure that materials purchased or consumed in the course of the project are utilized both effectively and efficiently to minimize the generation of waste. The steps should include, but not necessarily be limited to, the use of reusable products, the use of recyclable and compostable products, discretion in the amount of materials used, the provision of alternatives to disposal for materials consumed, and the practice of other waste reduction measures where feasible and appropriate.

32. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.
- a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.
 - b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.
 - c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.
 - d) Each work authorization will be numbered sequentially.
 - e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:
 - 1) Alter the scope of the work authorization to accomplish the work within the estimated costs; or
 - 2) Augment the work authorization budget; or
 - 3) Authorize the Contractor to complete the work for the actual costs; or
 - 4) Terminate the work authorization.

EXHIBIT G**Required Contract Clauses for FEMA Public Assistance Program Contracts**

The following clauses apply to this contract unless California law imposes a more restrictive standard.

- A. Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)): During the performance of this contract, the contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The Contractor will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

C. Contract Work Hours and Safety Standards Act_(Reference: 29 CFR 5.5(b)): Compliance with the Contract Work Hours and Safety Standards Act.

- 1) Overtime requirements. No Contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act:

D.1-Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- b. The Contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D.2-Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board

will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

- 1) This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
- 2) C.F.R. Section 180.935).
- 3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4) This certification is a material representation of fact relied upon by the Department of Resources Recycling and Recovery. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of Resources Recycling and Recovery, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. Access to Records: The following access to records requirements apply to this contract:

- 1) The Contractor agrees to provide the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, the Department of Resources Recycling and Recovery and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. DHS Seal, Logo, and Flags:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- I. Compliance with Federal Law, Regulations, and Executive Orders
This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- J. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- K. Program Fraud and False or Fraudulent Statements or Related Acts
The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action.
- L. Required Affirmative Steps to Assure Certain Firms Are Used (Reference: 2 CFR 200.321)
During the performance of this contract, the contractor agrees, if subcontracts are to be let, to take the following affirmative steps:
- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- M. Procurement of Recovered Materials (Reference 2 CFR 200.322)
The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
 - 2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Exhibit H

Special Provisions

File Name: "DRR20059 Exhibit H Special Provisions"

<Available as a separate document under "Miscellaneous" with above file name

Postconsumer material comes from products that were bought by consumers, used, and then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, or telephone.

1. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Code	Description Product Categories (11)	Minimum content requirement
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass – Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic – Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint – Recycled	50 percent postconsumer paint (exceptions when 50% postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze – Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals – Recycled	10 percent postconsumer, by weight

Note: For reused or refurbished products, there is no minimum content requirement. For additional information visit www.calrecycle.ca.gov/BuyRecycled/

Attachment K

Cost Summary Template

File Name: "DRR20059 Attachment K Cost Summary Template"

<Available as a separate document under "Miscellaneous" with above file name>

Attachment L

Environmental Protection Plan and Environmental Compliance Plan

File Name: "DRR20059 Attachment L Debris and Tree Removal EPP & ECP"
<Available as a separate document under "Miscellaneous" with above file name>

Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included.

- Cover Letter with contact information and statements as required in the RFP.
- Organizational information and Personnel Information (Resumes)
- Technical Proposal (detailed Work Plan)
- Samples of Written Work
- Copy of Required License(s) (Secretary of State)
- Cost Proposal Sheet (Attachment A)
- Bidder Declaration Form *REQUIRED- Write zero on form if no participation.* (Attachment C)
- Darfur Contracting Act Certification (Attachment E)
- Iran Contracting Act Certification (Attachment F)
- Civil Rights Law Certification (Attachment G)
- Contractor Status Form (Attachment H)
- Client References (Attachment I)
- Byrd Anti-Lobbying Certification (see Attachment J, Sample Agreement, Exhibit G, Item F)

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFP:

- One (1) unbound reproducible original Proposal package marked "Original"
 - One (1) original, signed bid sheet in a separate sealed envelope marked "Proposal Cost- Do Not Open".
 - One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file. Do not include the Proposal Cost Sheet in the electronic copy
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- Certification of Target Area Contract Preference Act
-

The following forms are not required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- Recycled Content Certification (end of Attachment J)
- Cost Summary Template (Attachment K)
- Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment D)
- Payee Data Record (Standard Form 204) viewable at <http://www.calrecycle.ca.gov/Contracts/Forms/default.htm>)

Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.