



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Proposers

August 25, 2021

REQUEST FOR PROPOSALS (RFP) SECONDARY

NOTICE TO PROPOSERS

NO: DRR21048

TITLE: Assessment and Monitoring of Disaster Debris and Hazard Tree Removal

You are invited to review and respond to this RFP DRR21048 titled Assessment and Monitoring of Disaster Debris and Hazard Tree Removal.

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 for structures and trees damaged by numerous northern California wildfires taking place during the summer of 2021.

This contract includes debris and hazard tree removal assessment and monitoring services to be provided in Alpine, Butte, El Dorado, Lassen, Nevada, Placer, Plumas, Siskiyou, Tehama, and Trinity Counties. Approximately 2,100 residential and commercial properties may require Structural Debris Removal Services. Approximately 57,000 Hazard Trees may require assessment and, if eligible, subsequent removal.

At present time, CalRecycle has received preliminary estimates (not guarantees) of the following approximate parcel counts by county:

County	Estimated Destroyed Residential Structures
Alpine	15
Butte	-
El Dorado	455
Lassen	81
Nevada	54
Placer	48
Plumas	701
Siskiyou	25
Tehama	35
Trinity	9

Potential bidders shall note that such numbers are preliminary estimates for informational purposes only. CalRecycle does not guarantee, nor confirm the validity of such estimates due to the evolving fire disaster and other factors outside of CalRecycle's control.

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. CalRecycle anticipates awarding an Agreement to perform the following work:

SERVICES NEEDED: Assessment and Monitoring of Disaster Debris and Hazard Tree Removal Operation for numerous northern California Counties.

EMERGENCY SOLICITATION: CalRecycle is soliciting this Agreement under the authority of the Emergency Services Act, specifically Government Code section 8571, and the Governor's Proclamations of States of Emergency dated July 23, August 5, August 10, and August 17, 2021. Many sections and requirements differ from typical RFP documents in order to respond rapidly to the current emergency situation. ***Time periods are substantially shorter than typical RFPs, protests of the contract award will not be considered, and apparent awardees will likely be required to begin deployment immediately upon award, possibly in advance of formal contract execution.*** Proposer's attention is directed to the Federal Emergency Management Agency (FEMA) federally required terms contained herein.

In submitting your proposal, you must comply with the instructions herein.

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

Schedule	Date
Advertisement Date	August 25, 2021
Written Questions Due by 5:00 P.M.	August 30, 2021
Proposal Package Due by 2:00 P.M.	September 13, 2021
Anticipated Start Date	September 24, 2021

PROCESS TYPE: Modified Request for Proposal (RFP) (Secondary Method).

CONTRACT TERM: The term of this Agreement will span approximately eighteen (18) months, and the anticipated start date is September 24, 2021, subject to CalRecycle's Notice to Proceed. The contract end date is March 31, 2023.

CONTRACT BUDGET: Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of \$60,500,000.00. CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

WORK SCHEDULE: Contractors selected under this RFP shall be ready to commence work by September 24, 2021. The overall intent of this Operation is that the bulk of the field work is anticipated to be completed by June 30, 2022, with residual field work lasting another 90 days.

QUALIFICATIONS: Proposer must demonstrate that Proposer and Proposers' firm (or Joint Venture) is qualified to perform the Work as described herein, which includes, but is not limited to, prior project/work experience.

LICENSES REQUIRED: The Proposer and any Subcontractors shall be individuals or firms qualified to do business in California. The Proposal must include the following required documentation, valid 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:
 - Proposed Debris Operations Section Chief
 - Each Debris Branch Director
 - Environmental Group Manager
 - Each Environmental Group Supervisor
 - Each CAC

(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 to be provided with the proposal.)

- Registered Professional Forester registration, per the current California Forest Practice Rules and pursuant to Article 3, Chapter 2, Division 1 of the Public Resources Code.
- Certification for 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 registration (CIH or CSP).
- The Proposer (prime Contractor only) must provide their Occupational Safety and Health Administration (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).
- Senior Biologist shall demonstrate that she/he is a USFWS Qualified Biologist.

All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the Agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

SEALED PROPOSAL PACKAGE: CalRecycle will receive Proposal Packages at 1001 "I" Street, Sacramento, CA 95814 by the date and time indicated in the Process Schedule. Refer to Section 1, INSTRUCTION TO PROPOSERS for Proposal Package contents and submission instructions.

It is the responsibility of the Proposer to ensure timely delivery of the proposal package. A postmark or electronic or facsimile transmission will not be accepted as meeting the delivery time requirements if the proposal is received after the specified deadline. Proposer's hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the requirements of this RFP and comply with any Addenda issued prior to the proposal submission deadline.

LABOR CODE: Where applicable, pursuant to Labor Code section 1774, the Contractor to whom the contract is awarded, and any subcontractor under him or her, shall pay not less than the specified general prevailing wage rates and per diem to all workers employed in the execution of the contract.

PAYMENT WITHHOLD: The provisions for payment under this Agreement 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.

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. Invoicing under this contract is subject to additional requirements contained in Exhibit B and Attachment C.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): The Contractor to whom the contract is awarded shall comply with all FEMA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R 200.317-200.327.

CALRECYCLE CONTACT INFORMATION: In the opinion of CalRecycle, this RFP is complete and without the need of explanation. However, if you have questions, or should you need any clarifying information, contact the contact administrator for this RFP as listed below.

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

CONTRACT ADMINISTRATOR INFORMATION:

Department of Resources Recycling and Recovery (CALREYCLE)
Attn: Contracts Unit, MS-19A

Physical Address:

1001 I Street
Sacramento, CA 95814
Attn: CalRecycle Contracts Unit, MS-19A

Mailing Address:

PO Box 4025
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

RFP Contact: Luke Wainscott
Email: luke.wainscott@calrecycle.ca.gov
Phone : (916) 341-6303
Fax: (916) 319-7345
Email: contracts@calrecycle.ca.gov

DEFINITIONS 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
Cal EPA	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 STD 213 and Exhibits, 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*.

Cal OES: The California Governor's Office of Emergency Services

Cal EPA: The California Environmental Protection Agency

CalRecycle: The California Department of Resources Recycling and Recovery

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

Cleanup Goal Report: The scope of work consists of collecting soil samples from across the fire impacted areas. Samples are collected from geologic units identified in the Cleanup Goal Plan within each geologic formation within the burn scar. The most up to date California and Federal health-based and hazardous waste standards are then compiled to evaluate cleanup goals for the burn scar area's geologic units. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations which may be above the health-based standards but are not related to the debris from the incident. The 95UTL statistic is used to identify the background concentration for each metal within each geologic unit.

Typically, the regulatory goals evaluated in developing the Cleanup Goals consist of the most updated versions of the following: (1) California Department of Toxic Substances Control, Human and Ecological Risk Office, Note 3 (HERO Note 3); (2) California Environmental Protection Agency, Revised California Human Health Screening Levels (CHHSL), (3) California Hazardous Waste Total Threshold Limits Concentration (TTLC), California Code of Regulations, Title 22, Chapter 11, Article 3, and; (4) U.S. EPA Regional Soil Levels (RSL).

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 Monitoring Consultant is the Contractor

Day: Unless otherwise indicated, a "day" or "days" refers to a calendar day(s).

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 (Certified): A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

Disaster Debris and Hazard Tree Removal (DDHTR) Contractor: The Contractor hired to remove disaster debris and hazard trees identified by the Assessment and Monitoring Contractor.

Duly Authorized Representative: Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to contracts and submit invoices to CalRecycle.

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

Finance Section Chief: Tracks costs and imbursements for the Structural Debris and Hazard Tree Removal Operations throughout the Project.

Hazard Tree: A tree so damaged by a 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 Incident Management Team (IMT).

Holidays: Those days designated as State holidays in the Government Code.

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.

Incident Commander: The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System: A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Incident Management Team (IMT): Designated personnel who provide support to incident management. The IMT includes the Incident Commander, Health and Safety Lead, Public Information Officer, Agency Liaison, Operations Section Chief, Planning Section Chief, Finance and Administration Section Chief, Logistics Section Chief, and their respective designees.

Lot: Refer to *Site*.

LTO: Licensed Timber Operator

Notice to Proceed: A Notice to Proceed (NTP) is a notification from CalRecycle informing the Contractor it shall begin work under the Operation.

Operation: The full scope of Structural Debris Removal and Hazard Tree Removal services, including that described in Exhibit A and Exhibit H, 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).

Operations Section Chief: Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Operational area.

Planning Section Chief: Works directly with the Incident Commander, 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.

Project: Refer to *Operation*

Program Manager: In addition to the responsibilities described in the Description of Work, the Program 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 Program 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.

RFP: Request for Proposal

Right-of-Way (ROW): "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.

Right of Entry (ROE): "Right of Entry" refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

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 61.

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," or "APN" as defined in this Agreement. [modified, 19 CCR 2900(gg)]

Small Business (Certified): A business that has been certified by the State of California, 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.

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, within the Operations Section, having functional responsibility for a specific activity.

Title 22 Metals: California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

User Agency: CalRecycle.

Work Authorization: See *Work Order*.

Workday: For the purposes of this Operation, a workday includes reasonable time required to support daily on-site disaster debris and/or hazard tree 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, daily disaster debris and/or hazard tree removal Operations working hours are 0600 and ends at 1800, or as otherwise directed by the IMT.

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.

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SECTION 1 – INSTRUCTION TO PROPOSERS

1. Introduction

This RFP includes an explanation of CalRecycle's needs that must be met, instructions which prescribe the format and content of proposals to be submitted, and the Sample Standard Agreement ([Attachment B](#)) that will be executed between CalRecycle and a successful Proposer.

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

Proposers shall examine these instructions carefully and respond to the solicitation requirements prior to proposal.

Proposers shall be aware of the requirements of codes referenced in the Proposal Requirements and in all Agreement documents. Proposers may access the codes included in California law through publications or through the internet at <https://leginfo.legislature.ca.gov/faces/codes.xhtml>

2. Commitment

Upon submittal of Proposal, the Proposer commits to comply with the following requirements if awarded an Agreement resulting from this RFP:

General Terms and Conditions (GTC) included by reference and can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Special Terms and Conditions included as Exhibit D of the Sample Standard Agreement ([Attachment B](#))

Contractor Certification Clauses included by reference and can be viewed 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 included as Exhibit G of the Sample Standard Agreement ([Attachment B](#)).

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of CalRecycle and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Agreement.

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.

3. Competence of Proposers

3.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole

proprietorship, it must be registered with the city, county, or other local government entity in which the principal place of business is located.

3.2. License

Proposer may only submit a proposal on work for which Proposer is properly licensed. Refer to NOTICE TO PROPOSERS for License Requirements to submit a proposal.

3.3. 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. 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).

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 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 Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

3.4. CalRecycle Unreliable List

Any Contractor or subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this contract. <https://www.calrecycle.ca.gov/funding/unreliability>

3.5. Prohibition on Tax Delinquents Bidding

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

Contractors listed on the California Department of Tax and Fee Administration (CDTFA) and Franchise Tax Board (FTB) top 500 list of tax delinquent businesses are not eligible to bid.

FTB List: <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

CDTFA List: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

4. Proposer Considerations

Proposers shall consider the following prior to submitting a proposal

4.1. Proposer's Responsibility

Proposer shall carefully examine the Proposal Schedule and the Sample Standard Agreement, ([Attachment B](#)), Exhibit A, Scope of Work.

By submitting a proposal, Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from the specifications. In addition, Proposer acknowledges Q&A Period(s) to offer Proposers timely opportunities to seek CalRecycle's clarification prior to proposal submission.

Failure of Proposer to acquaint self with available information will not relieve Proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

4.2. Proposer'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

4.3. Public Record

Upon final proposal opening, all documents submitted in response to this RFP will become the property of CalRecycle and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. CalRecycle cannot prevent the disclosure of public documents, however, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the contract is awarded. **CalRecycle will disregard any language purporting to render all or portions of any proposal 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 be so marked by the Contractor prior to submission to CalRecycle.

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

4.4. Small Business (SB) and Disabled Veterans Business Enterprise (DVBE) Programs

See [SECTION 6](#) for detailed information, instructions, and resources regarding the SB Preference Program, the Non-SB Subcontractor Preference Program, the DVBE Participation Requirement, and the DVBE Incentive Program.

4.5. 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.

4.6. 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 sections 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.

5. Rules and Conditions

The Proposal Package must be received by CalRecycle, at the address listed in the NOTICE TO PROPOSERS 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. Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

Proposals are to be prepared in such a way as to provide a straightforward and concise delineation of capabilities to satisfy the requirements of the RFP. Promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting each document, the Proposer should carefully proof it for errors and adherence to the RFP requirements.

5.1. Written Questions

Proposers needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. Refer to the Process Schedule on the NOTICE TO PROPOSERS for deadline requirements. All inquiries must be received no later than Date and Time as indicated on NOTICE TO PROPOSERS, 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.

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. If Proposers have any questions pertaining to this particular solicitation, all communication should go through CalRecycle's Contracts office.

All questions or inquiries regarding this solicitation shall be submitted using the RFP contact information provided in the NOTICE TO PROPOSERS.

E-mails MUST be clearly marked:

"Questions Relating to SOLICITATION DRR21048"

The questions and answers will be published in an Addendum to the RFP.

5.2. 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 prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at <http://www.calrecycle.ca.gov/contracts>.

Proposers shall verify the receipt of all issued Addenda by notation in Attachment 2, Proposer Certification.

5.3. Proposal Package Submission Instructions

Failure to follow the instructions contained in this RFP may be grounds for rejection of a Proposal. CalRecycle may reject any Proposal if it is conditional, incomplete or contains irregularities.

The Proposer is required to submit all required documents on double-sided paper with a minimum of 100% post-consumer recycled content fiber submitted in the following format:

- 1. One original, non-bound hard copy marked “Original”**
- 2. One electronic copy on USB flash drive viewable by Adobe Acrobat Reader.**

Entire proposal, including any attachments, must be saved as a single document. It is the submitting Proposer’s responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader viewable by CalRecycle and is an exact copy of the submitted paper document.

CalRecycle may waive an immaterial deviation in a Proposal, if deemed in the best interest of CalRecycle. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

It is the sole responsibility of the Proposer to see that its proposal is received in proper time. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

5.4. Final Proposal Content

Proposer’s attention is directed to the Proposal Completion Checklist for a list of all required Proposal Package documentation.

Failure to submit any of the required documents may be deemed non-responsive and proposal may be rejected. Deviation of the order of proposal submittal documents may result in your proposal being deemed non-responsive.

Final Proposal must be submitted in the prescribed order:

- Technical Requirements (Items 1 – 10) – [See Section 2](#)
- Administrative Requirements – [See Section 3](#)
- Cost Proposal Submittal (Attachment 1) – [See Section 4](#)

CalRecycle requests that Proposers do not submit unnecessary documentation with the final proposal.

5.5. Withdrawal and Resubmission/Modification of Proposal Package

Proposals may be withdrawn prior to the time noted in the NOTICE TO PROPOSERS Process Schedule for the opening of proposals, provided that a request in writing, executed by Proposer or Proposer’s authorized representative, for withdrawal of such proposal is filed with CalRecycle via electronic submission or at the location of the proposal opening as indicated in the NOTICE TO PROPOSERS. Withdrawal of a proposal shall not prejudice the right of a Proposer to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must:

- Provide a written request to the contact person listed in the NOTICE TO PROPOSERS.
- Identify the requesting individual and their association to the Proposer

Proposals cannot be withdrawn or modified after the submittal deadline has passed.

5.6. Errors in Final Proposals

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.

6. Lodging

Thousands of residents have been displaced and it is expected that hotels and short-term rentals in the surrounding areas will be at maximum capacity. To assure that no disaster survivors are further displaced as a result of Contractor staff occupying hotels and short-term rentals, the Contractor shall not house its staff, including subcontractors, in hotel rooms or existing houses within fifty (50) miles of Greenville, California (including but not limited to the communities of Greenville, Chester, Quincy, East Quincy, and Susanville). Proposers may consider other lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. At the sole discretion of CalRecycle, this restriction may be reduced or lifted during the contract term if adequate hotel capacity is available.

SECTION 2 – TECHNICAL REQUIREMENTS

Technical Requirements are supplied by the Proposer to demonstrate the responsibility of the Proposer. The Technical submission will be evaluated and scored based on its content, quality, and demonstrated abilities of Proposer to meet the requirements of this RFP.

To be considered responsive, Technical Requirements must contain the following, *prefaced by a table of contents, referenced, and presented in the order below*:

1. 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, must be on the Proposer's company letterhead, and must contain the following:

1. Name and address of the Proposer submitting qualifications.
2. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Agreement on behalf of the Proposer.
3. Name, telephone number, and e-mail address of a person who can be contacted if further information is required.
4. Proposer's Headquarters for purposes of this agreement, if awarded.
5. Proposer's OSDS Certification Number (DVBE and/or SB) if applicable.
6. Declaration that the proposal is in all respects fair and in good faith without collusion or fraud.

2. Technical Narrative

Proposers must respond and provide a narrative response for each item outlined below. Responses must be clearly labeled with each corresponding question number (e.g., B.1).

Proposers may add supporting documents to explain their responses further. Proposers must not input narrative responses for items CalRecycle did not list below.

Proposer shall provide a written narrative to address the following items:

A. These questions are pass/fail.

Number	Question
A.1	Provide an organization chart to show the project positions, personnel and SMEs. This may include subcontractors who are considered members of the operation team for the category bid. Include in the organization chart staff whose resumes are identified in Section 3.
A.2	Describe Proposer's process to ensure current Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and fit testing for all structural debris recovery field staff.

B. These questions are scorable (100 Points Possible)

Number	Maximum Points	Question
B.1	20	Provide the Proposer's experience in assessing and monitoring disaster debris removal and post-fire hazardous tree removal projects. Describe previous projects including experience with the California Governor's Office of Emergency Services (CalOES), other state and local agencies and the Federal Emergency Management Agency (FEMA).
B.2	10	Provide project experience with the National Incident Management System (NIMS), Standardized Emergency Management System (SEMS) and Incident Command System (ICS) experience.
B.3	20	Provide a sample of the Proposer's initial deployment plan, and description of subsequent mobilization plans, staffing scalability, and training programs consistent with the category being bid. This section must demonstrate the ability to meet deployment waves and how Proposer will successfully implement its strategies and methodologies throughout an operation. Include strategy, methodology, steps and staff deployments at each stage of an operation, considering the fluidity of a disaster response.
B.4	20	Describe how Proposer would resolve scarce staffing resource issues generally, and specifically include recruitment, training, and deployment of TRAQ certified Arborists.
B.5	10	Describe Proposer's experience and capabilities in documenting, monitoring, and assessing the unique considerations for California's protected and endangered species, environmental, and historical protections, including local, state and federal laws, rules and regulations?
B.6	10	Provide an example health and safety plan prepared by the Proposer for an operation of similar complexity as described in the Scope of Work and a description of the implementation of that plan, pursuant to state and federal laws and regulations.
B.7	10	Provide a copy of a final report from a project that is similar in nature to the proposed services within the category bid (e.g. Appropriate to category bid number of parcels where debris, hazard tree, or environmental cleanup projects occurred, that were broken up into numerous segments that had to be addressed as individual projects and were each controlled and tracked separately).

3. Professional Resumes (100 Points Possible)

Submit Professional resumes for the following key senior staff specifying elements that exceed the requirements of the SOW. All resumes must include at least the minimum requirements as described in the SOW.

Number	Maximum Points	Questions
3.1	10	Incident Commander: 1) Experience 2) Educational background
3.2	10	Operations Section Chief: 1) Experience 2) Educational background
3.3	10	Branch Director(s) 1) Experience 2) Educational background
3.4	10	Planning Section Chief: 1) Experience 2) Educational background
3.5	10	Finance Section Chief: 1) Experience 2) Educational background
3.6	10	Supervising Environmental Unit Leader: 1) Experience 2) Educational background
3.7	10	Registered Professional Forester(s) (RPFs): 1) Experience 2) Educational background
3.8	10	Senior Archaeologist (Section 106 Lead): 1) Experience 2) Educational background
3.9	10	Senior Biologist (Section 7 Lead): 1) Experience 2) Educational background
3.10	10	Health & Safety Officer: 1) Experience 2) Educational background

4. Local Workforce and Hiring Outreach (30 Points Possible)

Number	Maximum Points	Questions
4.1	6	Describe affirmative steps to place qualified small and minority businesses and women's business enterprises on solicitation lists.
4.2	6	Describe affirmative steps to assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

Number	Maximum Points	Questions
4.3	6	Describe affirmative steps to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4.4	6	Describe affirmative steps to establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
4.5	6	Describe affirmative steps to use 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.

5. Tribal Monitoring (30 Points Possible)

Number	Maximum Points	Questions
5.1	15	Describe previous work with tribal entities to provide services similar in nature to the proposed services within the region(s) and category bid.
5.2	15	Describe methodologies and efficiencies for providing and managing Tribal Monitoring services that justify the fees paid for administration and overhead.

6. SB/DVBE (30 Points Possible)

Number	Maximum Points	Question
6.1	30	Describe the Proposer's experience, outreach and plan for engagement with California Certified Small Businesses and Disabled Veteran Business Enterprises.

7. Financial (30 Points Possible)

Number	Maximum Points	Question
7.1	30	Describe Proposer's operating reserves, financing, or other forms of financial security, and demonstrating Proposer's capability of meeting contractual obligations for short-term financial demands before payment is processed.

8. Organization History and Specialty (not Scored)

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

- Organization structure and locations – ability to expand or contract (pull staff from multiple locations).
- Specialty expertise such as historical preservation, environmental permitting, archeology, biology, endangered species specialists, Arborist (TRAQ), etc.

9. Proposed Subcontractor List (not Scored)

If a Proposer proposes the use of subcontractor(s) for either part of their operation team or to perform a portion of the contract, the Proposer agrees that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Provide a listing of all proposed subcontractors and the type of work that will be performed by each. The list must include each subcontracting firm's Secretary of State Business Entity number, applicable license(s) number(s) and/or Department of Industrial Relations Registration number(s), and subcontractor contact information.

If Proposer is claiming participation in the SB/DVBE preference/incentive programs as described in [Section 6](#), Proposer must list subcontractor SB/DVBE Certification information and the corresponding percentage of participation for each subcontractor.

In addition, the Bidder Declaration Form (GSPD-05-105) must be submitted when claiming the SB/DVBE preference/incentive participation (see [Section 3](#), Administrative Requirements).

When completing the declaration, Proposers must identify all subcontractors proposed for participation under the RFP. Proposers awarded are contractually obligated to use the subcontractors for the corresponding work

All subcontractors will be subject to review against the federal suspension and debarment list.

Upon award to a successful Proposer, notice shall be given by the prime Contractor to the listed subcontractors immediately after award of the RFP.

10. Customer Reference (Attachment 4)

Customer References demonstrate to CalRecycle that the Proposer can provide disaster debris and hazard tree removal assessment and monitoring services specific to California. Customers are defined as the end-users of the services represented in the Customer Reference. If an unsatisfied rating is specified in a Customer Reference form, the Proposer will be deemed non-responsive.

Proposer must submit exactly three (3) completed Customer Reference Survey Form(s) included as Attachment 4. References must be for work performed inside of a five (5) year period from 2016 to 2021 for completed contracts. If more than three (3) customer references are submitted, the CalRecycle shall evaluate only the first three (3) customer references. Failure to submit a minimum of three (3) Customer References will result in the Proposal being considered non-responsive.

Proposer must submit Attachment 4 – Customer Reference Form (including company/agency name, contact person, phone number, and email address). Only customer reference forms from this RFP will be accepted.

- Two (2) Customer References for Debris Removal Assessment and Monitoring contracts, at least one (1) of which Proposer must have performed as a prime contractor.
- One (1) Customer Reference for Tree Removal Assessment and Monitoring contracts where the Proposer performed as a prime contractor or subcontractor.

The Projects for which the References are submitting Attachment 4's must have a minimum dollar value of \$10,000,000. No more than one Reference may be for CalRecycle project, whether performed under contract directly for CalRecycle (as a prime contractor) or performed as subcontractor working on a CalRecycle project.

CalRecycle will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposers are responsible for maintaining contact with their referencing customers to ensure current contact information for them and their prompt responses to CalRecycle's validation inquiries.

The customer reference email address must match and indicate the organizational entity's name. (e.g., if the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com).

In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.

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.

SECTION 3 – ADMINISTRATIVE REQUIREMENTS

SECTION 3 – ADMINISTRATIVE REQUIREMENTS

Proposer must submit the following Administrative Requirements. The forms and/or documents, as indicated, are provided in this RFP, are available by reference via downloadable document, or are documents that must be supplied by the Proposer.

Attachment 2 - Proposer Certification Form

Proposer must complete, sign, and submit Attachment 2, included in this RFP.

Attachment 3 - BYRD ANTI-LOBBYING AMENDMENT

Proposers must sign and submit Attachment 3, BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. SECTION 1352 (AS AMENDED), included in this RFP.

Failure to submit Attachment 3 will result in the Proposal being considered non-responsive.

Payee Data Record (STD204)

Proposers must complete and submit a Payee Data Record (STD 204), include by reference and available for download at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Required when receiving payment from the State of California in lieu of IRS W-9 or W-7. A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file.

Contractor Certification Clauses (CCC 04/2017)

An Agreement entered into by the State of California will include by reference the Contractor Certification Clauses. Proposer must complete and submit CCC's included by reference and available for download located at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

Darfur Contracting Act

A Proposer must complete and submit the Darfur Contracting Act form if its company currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Darfur Contracting Act form is included by reference and available for download at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company; or b), a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

California Civil Rights Laws Attachment

Proposers must complete and submit a signed California Civil Rights Laws Attachment included by reference and available for download at: https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_document_attachments/California_civil_rights_law.pdf

SECTION 3 – ADMINISTRATIVE REQUIREMENTS

Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars (\$100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Iran Contracting Act Verification Form

Proposers must complete and submit the Iran Contracting Act Verification Form included by reference and available for download at:

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, “the Act”), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a Person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

Bidder Declaration (GSPD 05-106)

Proposers participating in the SB/DVBE program(s) as described in [Section 6](#) must complete and submit the Bidder Declaration included by reference and available for download at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-106.pdf>

If Proposer is not participating in SB/DVBE program(s), submit Bidder Declaration indicating “NA”. Participation, although not required, is highly encouraged.

Occupational Safety and Health Administration Requirements

The Proposer shall be responsible for the health and safety of its staff and shall comply with all State and Federal Occupational Safety and Health Administration (CalOSHA and OSHA) requirements.

Proposer must provide their OSHA lost time injury/illness incidence, OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR) with its proposal. If EMR number exceeds one (1.0), the proposal will be considered non-responsive.

Failure to submit this documentation will result in the proposal being considered non-responsive.

SECTION 4 – COST PROPOSAL SUBMITTAL OVERVIEW

SECTION 4 – COST PROPOSAL REQUIREMENTS**1. Evaluation**

The Contractor's Cost Proposal Sheet submittal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine if the proposed expenses are reasonable.

Cost evaluation will be based on the points earned as calculated according to the methodology outlined in Section 5, Evaluation Criteria and Selection.

Proposers are advised that failure to comply with the instructions listed in this section, such as submission of incomplete offers or use of alternative pricing structures or different formats than the one requested, may result in the rejection of its proposals for non-responsiveness.

The Cost Proposal Sheet must be filled out completely in accordance with the instructions provided within the Attachment or the Proposal will be rejected.

2. Attachment 1 – Cost Proposal Sheet

Proposers shall use Attachment 1 – Cost Proposal Sheet to enter costs proposed.

The Cost Proposal Sheet is a self-contained document for the purpose of calculating cost points and evaluating whether all information required by the RFP has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included. Reference by incorporation to the Proposal is not acceptable.

The State may, at its sole option, correct discrepancies and arithmetic errors. If necessary, the Cost Proposal Sheet will be recomputed accordingly, even if the lowest level of detail is obviously misstated.

The amount identified in Attachment 1 may not be changed and will remain in effect for the life of the Agreement.

Failure to include on the Cost Proposal Sheet budgeted costs for all tasks included in the Scope of Work will be grounds for disqualification

3. 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 Proposal 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 the purpose of calculating cost points and evaluating and determining 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.

SECTION 4 – COST PROPOSAL SUBMITTAL OVERVIEW

The rates on the Cost Proposal Sheet represent the rate the Contractor will be paid for each unit of work specified. 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 administrative support, fringe benefits, and home office costs. Rates shall be inclusive of the Proposer's lodging costs, subject to Section 1, subsection 6.0 of this RFP.

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, in order to calculate cost points among all Proposals receiving passing scores.

SECTION 5 – EVALUATION CRITERIA AND SELECTION

Prior to award of the Agreement, CalRecycle requires assurance that the Proposer selected has all the resources to successfully perform. These include but are not limited to: personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the contract; and, experience in similar endeavors. If during the evaluation process, the State is unable to assure itself of the Proposer's ability to perform under the contract if awarded, the State has the option of requesting from the Proposer any information that CalRecycle deems necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately five (5) business days to submit the requested information.

1. 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.

2. Selection Process

The Evaluation Committee will evaluate and score all proposals, passing the Pre- Qualification Evaluation, utilizing the Proposal Scoring Criteria described below. Using the Proposal Scoring Criteria, the evaluation team will determine the number of points to be awarded to each requirement to determine the score. Only those Proposals that receive at least the minimum requirement identified on the Proposal Scoring Sheet will move forward to the Cost Points.

Reference Scoring Sheet and the Scoring Matrix that applies to this RFP at the end of this Section.

3. Proposal Scoring Criteria

CalRecycle will evaluate and score the responses of each Proposer's proposal to determine a Total Score. The maximum number of points available is six hundred, eighty-eight (688). The Proposer must receive a minimum of three hundred twenty-one (321) Technical points to be eligible for cost evaluation. The Total Score is inclusive of the Technical and Cost Requirements as follows:

Requirement	Evaluation Methodology	Points Possible
Administrative	Pass/Fail	N/A
Technical (Subtotal)		482
<i>Technical Narrative</i>	Scored	320
<i>Customer References</i>	Scored	162
Cost	Scored	206
Total RFP Points		688

CalRecycle will determine the Total Score by aggregating the Technical and Cost Score for each Proposer.

3.1. Technical Calculations

The Technical Narrative Score represents three hundred, nineteen (320) points of the total points available. The Customer Reference Score represents one hundred, sixty-two (162) points of the total points available, for a Technical Subtotal of four hundred, eighty-two (482) points. The following tables summarize the items that will be used by CalRecycle to calculate the Technical score for each Proposer.

The Technical Narrative scored items are as follows:

Technical Narrative Scoring Criteria	Maximum Points Received
1. Methodology and Experience (100 points) 2. Professional Resumes (100 points) 3. Local Workforce and Hiring Outreach (30 points) 4. Tribal Monitoring (30 points) 5. SB/DVBE (30 points) 6. Financial (30 points)	320
Total Technical Narrative Points	320

The Customer Reference (Attachment 4) scored items are as follows:

Customer Reference Scoring Criteria	Maximum Points Received
1. Customer Reference #1 (54 points) 2. Customer Reference #2 (54 points) 3. Customer Reference #3 (54 points)	162
Total Customer Reference Points	162

3.2. Technical Narrative Scoring

The Technical Narrative Responses will be rated by CalRecycle using a range of points within the maximum available for each item. Points shall be awarded based on the quality of the responses and the Proposers ability to perform the work. Points will be summed for a total score for the Technical Narrative.

Description	Point Range
Unsatisfactory - Proposal response does not address the question or simply repeats the RFP language.	0-20% of points available for that item
Below Expectations – Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CalRecycle’s needs/requirements or expectations.	20-55% of points available for that item
Meets – Proposal response (i.e., content and/or explanation offered) is adequate or meets CalRecycle’s basic needs/requirements or expectations.	55-80% of points available for that item
Exceeds – Proposal response (i.e., content and/or explanation offered) is well above average and	80-100% of points available for that item

Description	Point Range
exceeds CalRecycle's needs/requirements or expectations.	

3.3. Customer Reference Scoring

The maximum number of points for each Customer Reference is fifty-four (54) points, for a total of one hundred, sixty-two (162) points). Each Customer Reference will have questions rated by the customer using the following rating scale:

Description
Very Satisfied – Best-in-class performance. Performance met all Agreement requirements and exceeded several to the customer's benefit.
Satisfied – Performance met Agreement requirements. Issues were remedied to an acceptable level.
Unsatisfied – Performance did not meet contractual requirements. Issues were not able to be remedied.
Not Applicable (N/A) or No Response/Blank.

The Customer Reference questions will be scored as follows:

Question	Scoring	Points Possible
Part 1, Questions 1 to 4	Met requirements – Pass Did not met requirements – Fail	Pass/Fail
Part 2, Questions 5.a to 5.i (5.j will not be scored)	Very Satisfied – 6 Satisfied – 4 Not Satisfied – 2 Blank – 0	0, 2, 4, or 6 points each question

Points from each Customer Reference will be summed for a Customer Reference subtotal.

The Technical Narrative subtotal and the Customer Reference subtotal will be summed for a Technical Proposal subtotal.

Failure to submit a minimum of three (3) customer reference contacts meeting the requirements described herein will result in the proposal being considered non-responsive. If more than three (3) customer references are submitted, CalRecycle shall evaluate only the first three (3) customer references.

3.4. Cost Scoring

The maximum points for Cost are two hundred and six (206) points. Cost Proposal Sheet (Attachment 1) will be used to determine the Cost Score. The Cost Score will be calculated based on the components outlined below.

Cost Proposals will be evaluated and scored in accordance with Attachment 1, Cost Proposal Sheet.

The Total Estimated Operational Cost will be calculated and the Proposal with the lowest costs will be assigned the maximum points possible. All other Proposals will be assigned points as shown in the formula below. Numbers will be rounded up to whole number points.

SECTION 5 – EVALUATION AND SELECTION

$$\text{Formula: } \frac{\text{Proposer with the Lowest Costs}}{\text{Other Proposers' Costs}} \times \text{Possible Points} = \text{Proposer's Score}$$

Example calculation:

Proposer	Costs	<u>Lowest Proposer Cost</u> <u>Other Proposer Cost</u>	Multiply	Possible Points	Equals	Proposer's Score
1	400	$\frac{400}{400}$	X	206	=	206
2	450	$\frac{400}{450}$	X	206	=	183
3	500	$\frac{400}{500}$	X	206	=	165

The Technical Proposal Subtotal will be added to the Cost Proposal Total.

As applicable, SB preferences are applied to the total points scored for evaluation purposes only and shall be computed as follows: if a large business has earned the highest point total, a preference equal to five (5) percent of that total point score shall be computed and shall constitute the SB preference points.

Highest Large Business Points x .05 = Small Business Preference

The preference points shall be added to the total points of all responsive California Certified SB Proposers. Certified SB and Microbusiness Proposer(s) shall have precedence over non-SB Proposers in the application of SB preference(s). SB preferences may not be applied to any proposal deemed non-responsive.

4. Grounds for Rejection

All proposals may be rejected whenever the determination is made that the proposals received are not 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 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 proposal as nonresponsive if amounts are materially unbalanced between line items or subline items. A proposal 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 proposal will result in the lowest overall cost to the CalRecycle even though it may be the low evaluated proposal, 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.

5. Award of Agreement

The award of this Agreement will be to the Proposer with the highest tabulated score, as described in Section 5, subsection 3 above.

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 the Bidder Declaration (See Section 6).

CalRecycle reserves the right to not award an Agreement.

6. Notice of Award

CalRecycle will notify Proposer of the award after the conclusion of the evaluation process. Notice of the award will also be posted on CalRecycle's website at www.CalRecycle.ca.gov/contracts.

Due to the urgent need to begin site assessments as quickly as possible, the awarded Proposer 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 Section 1 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 will be issued as quickly as possible and that this date will become the start date for the Agreement and for purposes of deployment timelines.

7. 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.

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

8. Protest of Award

Due to the urgent need to respond to the disaster and begin debris and hazard tree removal operations, this RFP process is not subject to protest, pursuant to Government Code section 8571 and the Governor's Proclamations of States of Emergency dated July 23, August 5, August 10, and August 17, 2021.

9. Post Award and Contract Execution

Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Sample Standard Agreement ([Attachment B](#)).

9.1. Governance

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

The Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

SECTION 5 – EVALUATION AND SELECTION

All proceedings concerning the validity and operation of this RFP or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to sign an Agreement with the State of California. This will be certified to on Attachment 2, Cover Page.

9.2. Post Award

Upon Award, Awarded Contractor shall submit and comply with the following:

Insurance

Awarded contractor shall furnish to the State, concurrently with Award of the Agreement, evidence of the required insurance meeting the conditions set forth in Sample Standard Agreement ([Attachment B](#)), Exhibit D, Insurance Requirements.

9.3. Contractor Signature

The Agreement shall not be binding upon the State until it is executed by the Contractor and the State. Contract Documents required for execution of the Agreement consist of the document included herein as Sample Standard Agreement ([Attachment B](#)).

Should Contractor begin work in advance of receiving notice that the Agreement has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall Contractor commence work until Contractor has received notification from the State that the certificate of insurance has been approved.

10. Proposer Certifications and Acknowledgements

By submitting a proposal, Proposer certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the contract documents located in the Sample Standard Agreement attached hereto. Proposer is advised to read these provisions carefully prior to submitting a proposal. Contract terms, conditions, and/or requirements are not subject to negotiation.

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.

10.1. Postconsumer-Content Certification Form

The Contractor receiving award of this Agreement will be required to report all State Agency Buy Recycled Campaign (SABRC) reportable purchases and the recycled content of those purchases. The Postconsumer-Content Certification Form (CalRecycle 74) is required to be submitted with each invoice or annually as determined by the CalRecycle Contract Manager. The fillable form may be downloaded at:

<https://www.calrecycle.ca.gov/buyrecycled/stateagency/certify>

SECTION 5 – EVALUATION AND SELECTION

10.2. SB and/or DVBE Subcontractor Payment Certification

If Contractor made a commitment to DVBE and/or SB subcontractors, then Contractor must within 60 days of completion of this contract (or within such other time period as may be specified elsewhere in the Agreement) submit SB/DVBE Payment Certification Form (Attachment E) to the awarding department in compliance to Government Code 14841 and Military and Veterans Code 999.5(d) and 999.7. See [Section 6](#), Reporting Requirements, for more information.

Proposal Scoring Sheet

Proposer's Company Name: Insert Proposer's Company Name

To advance to the cost opening, the Proposer MUST achieve the minimum score of 321 points.

2. Part 2 (B) of Technical Narrative

These questions are scorable for 100 total points possible.

Number	Question	Max Points	Points Awarded
B.1	Provide the Proposer's experience in assessing and monitoring disaster debris removal and post-fire hazardous tree removal projects. Describe previous projects including experience with the California Governor's Office of Emergency Services (CalOES), other state and local agencies and the Federal Emergency Management Agency (FEMA).	20	
B.2	Provide project experience with the National Incident Management System (NIMS) and Incident Command System (ICS) experience.	10	
B.3	Provide a sample of the Proposer's initial deployment plan, and description of subsequent mobilization plans, staffing scalability, and training programs consistent with the category being bid. This section must demonstrate the ability to meet deployment waves and how Proposer will successfully implement its strategies and methodologies throughout an operation. Include strategy, methodology, steps and staff deployments at each stage of an operation, considering the fluidity of a disaster response.	20	
B.4	Describe how Proposer would resolve scarce staffing resource issues generally, and specifically include recruitment, training, and deployment of TRAQ certified Arborists.	20	
B.5	Describe Proposer's experience and capabilities in documenting, monitoring, and assessing the unique considerations for California's protected and endangered species, environmental, and historical protections, including local, state and federal laws, rules and regulations?	10	
B.6	Provide an example health and safety plan prepared by the Proposer for an operation of similar complexity as described in the Scope of Work and a description of the implementation of that plan, pursuant to state and federal laws and regulations.	10	
B.7	Provide a copy of a final report from a project that is similar in nature to the proposed services within the category bid (e.g. Appropriate to category bid number of parcels where debris, hazard tree, or environmental cleanup projects occurred, that were broken up into numerous segments that had to be addressed as individual projects and were each controlled and tracked separately).	10	
SUBTOTAL		100	

3. The professional resumes questions are scorable for 100 total points possible.

Submit professional resumes for the following key senior staff specifying elements that exceed the requirements of the Scope of Work (SOW). All resumes must include at least the minimum requirements as described in the SOW.

Number	Questions	Max Points	Awarded Points
3.1	Incident Commander: 1. Experience 2. Educational background	10	
3.2	Operations Section Chief: 1. Experience 2. Educational background	10	
3.3	Branch Director(s) 1. Experience 2. Educational background	10	
3.4	Planning Section Chief: 1. Experience 2. Educational background	10	
3.5	Finance Section Chief: 1. Experience 2. Educational background	10	
3.6	Supervising Environmental Unit Leader: 1. Experience 2. Educational background	10	
3.7	Registered Professional Forester(s) (RPFs): 1. Experience 2. Educational background	10	
3.8	Senior Archaeologist (Section 106 Lead): 1. Experience 2. Educational background	10	
3.9	Senior Biologist (Section 7 Lead): a) Experience 2. Educational background	10	
3.10	Health & Safety Officer: 1. Experience 2. Educational background	10	
SUBTOTAL		100	

4. Local Workforce and Hiring Outreach

These federal programs and local workforce questions are scorable for 30 total points possible.

Number	Questions	Max Points	Awarded Points
4.1	Describe affirmative steps to place qualified small and minority businesses and women's business enterprises on solicitation lists.	6	
4.2	Describe affirmative steps to assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.	6	
4.3	Describe affirmative steps to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.	6	
4.4	Describe affirmative steps to establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.	6	
4.5	Describe affirmative steps to use 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.	6	
SUBTOTAL		30	

5. Tribal Monitoring

These Tribal Monitoring questions are scorable for 30 total points possible.

Number	Questions	Max Points	Awarded Points
5.1	Describe previous work with tribal entities to provide services similar in nature to the proposed services within the region(s) and category bid.	15	
5.2	Describe methodologies and efficiencies for providing and managing Tribal Monitoring services that justify the fees paid for administration and overhead.	15	
SUBTOTAL		30	

6. SB/DVBE

This California Certified Small Businesses (SB) and Disabled Veteran Business Enterprises (DVBE) question is scorable for 30 total points possible.

Number	Question	Max Points	Awarded Points
6.1	Describe the Proposer's experience, outreach and plan for engagement with California Certified Small Businesses and Disabled Veteran Business Enterprises.	30	
SUBTOTAL		30	

7. Financial

This Financial question is scorable for 30 total points possible.

Number	Question	Max Points	Awarded Points
7.1	Describe Proposer's operating reserves, financing, or other forms of financial security, and demonstrating Proposer's capability of meeting contractual obligations for short-term financial demands before payment is processed.	30	
SUBTOTAL		30	

Overall Total Score (Sum of 2 through 7)

Overall Total: _____

SECTION 6 – SB/DVBE INFORMATION & RESOURCES

SECTION 6 – SMALL BUSINESS (SB) AND DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM INFORMATION AND RESOURCES

The DVBE participation requirement is exempt for this RFP

Regardless of DVBE requirements, Proposers may participate in the SB/DVBE preference and incentive programs as described below.

SB and/or DVBE firms must be certified by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Certified Reporting Requirements apply to SB/DVBE preference and incentive programs as described below.

1. SB Preference and Non-SB Subcontractor Preference Programs

The following information shall apply to both Small Businesses (SB) and Microbusinesses (MB)

Proposers shall note that for the purposes of this RFP, the OSDS SB certification of “SB-PW” (public works) cannot be used to fulfill the SB/Non-SB Preference Program(s).

1.1. SB Preference

A five percent (5%) small business preference will be granted to Proposers certified as “Small Business” in accordance with Section 1896 et. seq., Title 2, California Code of Regulations (CCR). Certification must be provided by OSDS.

Pursuant to 2 CCR section 1896.14, in order to receive the small business preference, Proposers must have a completed application (including proof of annual receipts) on file with OSDS.

If claiming the SB Preference, include your OSDS number and the required information as directed in the proposal documents.

For award based on high score, the preference is applied by calculating the "earned" score for all Proposers: If the highest scored Proposal is from a non-certified SB then:

1. Calculate five percent (5%) of the highest responsible Proposer's total score.
2. Add the amount calculated above to the score of each of the Proposals eligible for the SB preference. This new amount is the total score.
3. Award of the contract must go the bidder with the highest point count.

Application of the preference shall not displace an award to a SB with a non-SB.

The SB preference may be combined with the DVBE incentive up to an established cap of \$100,000.00.

The following example shows how the 5% preference computation works, and how it is used to determine a successful Proposer.

Table 1

Bidders (* indicates SB)	A*	B	C*	D
Criterion 1 (15 Max points)	11	14	23	12
Criterion 2 (25 Max points)	21	21	14	19

SECTION 6 – SB/DVBE INFORMATION & RESOURCES

Bidders (* indicates SB)	A*	B	C*	D
Criterion 3 (30 Max points)	18	15	15	18
Cost (30 Max points)	29.1	30.0	28.3	29.7
(Cost points awarded are based on these bid amounts)	(\$103)	(\$100)	(\$106)	(\$101)
Total “earned “ points for each bidder	79.1	80.0	70.3	78.7

Bidder B's was the highest scored proposal, a non-certified small business or microbusiness. Therefore points must be re-apportioned after application of the 5% calculation of B's point score. B's bid received 80.0 points. 5% of 80 is 4. All bids from certified small business or microbusinesses will receive 4 additional points. All bids from eligible non-small businesses will receive 4 additional points.

Point awards prior to preference points:	79.1	80.0	70.3	78.7
Preference points	4.0		4.0	
Total final points for each bidder	83.1	80.0	74.3	78.7

The highest scored proposal is now the proposal received from A, a certified small business. The contract award amount will be A's original bid amount.

A certified SB may only be displaced by another certified SB with a higher percentage of DVBE participation resulting in a lower adjusted proposal price.

1.2. Non-SB Subcontractor Preference

In accordance with Government Code (GC) § 14838(b)(1)(2), the application of the five percent (5%) small business preference is extended to a Proposer whose business is not certified as a small business but commits to subcontracting at least twenty-five percent (25%) of its net proposal price to businesses that are California certified small businesses and/or microbusinesses performing a commercially useful function.

If requesting the Non-SB Subcontractor Preference, Proposer must indicate as directed in the bid documents and certify participation indicating a minimum 25% of the net bid price to OSDS Certified SB firms. The preference is used only for evaluation purposes and does not alter the amounts of the actual proposals.

For award based on high score, computation of the five percent (5%) preference is identical to the above example. However, a Non-SB may not displace a certified SB.

The Non-SB preference may be combined with the DVBE incentive up to an established cap of \$100,000.00.

2. DVBE Participation Requirement

To be considered a DVBE, contractors must be certified with the OSDS in accordance with CCR, Title 2, Section 1896.94. Please see the following website for more information about DVBE

SECTION 6 – SB/DVBE INFORMATION & RESOURCES

certification benefits and eligibility requirements: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>.

2.1. Participation Requirement (if applicable)

Exempt

2.2. DVBE Incentive Program

This program is separate from the DVBE Participation Program. The incentive is designed to encourage Proposers to partner with DVBE subcontractors and is made available to Proposers regardless of DVBE participation requirements.

A DVBE Incentive will be granted to Proposers in accordance with section 999.5(a) and (d) of the M&VC and 2 CCR section 1896.98 et seq.

If requesting the DVBE Incentive, Proposers must indicate as directed in the proposal documents and certify participation by subcontracting a minimum one percent (1%) and a maximum of five percent (5%) of the net proposal price to OSDS Certified DVBE firms. The incentive is used only for evaluation purposes and does not alter the amounts of the actual proposals.

The computation is for evaluation purposes only and does not include the SB preference; however, the SB preference may be applied and may affect the application of the incentive and the outcome of the ranking. Application of the incentive shall not displace an award to a certified SB. When applying the DVBE Incentive program, Proposers claiming the “Non-SB Preference” are considered a non-small business.

The combined incentive and preference are applied up to an established cap of \$100,000.00.

For award based on high score:

1. The incentive shall be between 1% and 5% of the total possible available points, not including points for socioeconomic incentives or preferences.
2. The incentive points are included in the sum of non-cost points.
3. The incentive points cannot be used to achieve any applicable minimum point requirements.

3. Commercially Useful Function

For purposes of meeting or exceeding the DVBE participation requirements and/or participating in the preference/incentive programs using subcontractors, Proposers shall ensure listed subcontractors perform a commercially useful function as defined in the Military and Veterans Code (M&VC) section 999.9 and GC section 14842.

For more information regarding Commercially Useful Function for Certified Firms, please visit DGS website located at <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>

4. Reporting Requirement

In compliance with GC 14841, awarded Contractor shall, upon completion of an awarded contract for which a commitment to small business subcontractors, report to CalRecycle the actual percentage of small business participation that was achieved.

SECTION 6 – SB/DVBE INFORMATION & RESOURCES

In compliance with M&VC 999.5(d) and 999.7, awarded Contractor shall, upon completion of an awarded contract for which the Contractor entered into a subcontract with a DVBE, certify to CalRecycle all of the following:

1. The total amount the prime contractor received under the contract.
2. The name and address of the DVBEs that participated in the performance of the contract and the contract number.
3. The amount and percentage of work the prime contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE. Upon request by the awarding department, the prime contractor shall provide proof of payment for the work.

After being awarded, Contractor shall use the DVBE subcontractors or suppliers proposed in the bid to the state unless a substitution is requested and approved. Contractor shall request the substitution in writing to CalRecycle and receive approval from both the CalRecycle and DGS in writing prior to the commencement of any work by the proposed subcontractor or supplier. A DVBE subcontractor may only be replaced by another DVBE subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

If for this contract, Contractor made a commitment to achieve the DVBE participation goal, CalRecycle will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, the CalRecycle shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

A person or entity that knowingly provides false information shall be subject to a civil penalty for violation (M&VC § 999.5(d); GC § 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the M&VC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code 10230.)

See Attachment F for the Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification Form.

5. Resources

The following may be used to locate DVBE Suppliers:

AWARDING DEPARTMENT: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation.

STATE: State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

SECTION 6 – SB/DVBE INFORMATION & RESOURCES

Office of Small Business and DVBE Services
Department of General Services
Procurement Division
707 Third Street
West Sacramento, CA 95605
Phone: (916) 375-4940
Email: OSDSHelp@dgs.ca.gov

Access the list of Focus-Trade Papers and Referral Organizations at:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms> or SB.DVBECompliance@dgs.ca.gov

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Search by “Keywords” or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at:

<https://www.caleprocure.ca.gov/pages/index.aspx>

FEDERAL: Search the U.S. Small Business Administration’s (SBA) PRO-Net Database at <https://pro-net.sba.gov/textonly/pro-net/search.html> to identify potential DVBEs and click on the "Search Using These Criteria" button. Search options and information are provided on the PRO-Net Database site. First time users should click on the “help” button for detailed instructions.

Remember to verify each firm’s status as a California certified DVBE.

ATTACHMENT A - PROPOSAL COMPLETION CHECKLIST

ATTACHMENT A - PROPOSAL COMPLETION CHECKLIST

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

- ☐ ATTACHMENT 1 – Proposal Cost Sheet
- ☐ TECHNICAL REQUIREMENTS (Items 1 through 9)
- ☐ ATTACHMENT 4 – Client Reference Form (Item 10)

ADMINISTRATIVE REQUIREMENTS:

- ☐ ATTACHMENT 2 – Proposer Certification
- ☐ ATTACHMENT 3 – Byrd Anti-Lobbying Amendment Certification
- ☐ Payee Data Record (STD204) (included by reference)
- ☐ Contractor Certification Clauses (CCC 04/2017) (included by reference)
- ☐ Darfur Contracting Act (included by reference)
- ☐ California Civil Rights Laws Attachment (included by reference)
- ☐ Iran Contracting Act Verification Form (included by reference)
- ☐ Bidder Declaration (GSPD 05-106) (included by reference)
- ☐ Occupational Safety and Health Administration Requirements (Proposer supplied)

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) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file.

The following attachments are included for reference:

- ☐ ATTACHMENT B – Sample Standard Agreement
- ☐ ATTACHMENT C – DRR21048 Attachment C Cost Summary Template.

Available as a separate document under "Miscellaneous" with above file name posted on CalRecycle's website www.calrecycle.ca.gov/contracts

- ☐ ATTACHMENT D – DRR21048 Attachment D Standard Invoice Template

Available as a separate document under "Miscellaneous" with above file name posted on CalRecycle's website www.calrecycle.ca.gov/contracts

- ☐ ATTACHMENT E – SB/DVBE Subcontractor Payment Certification Form (not required at the time of the proposal submission but will be required by the successful contractor during the contract period.)

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

ATTACHMENT 1 - COST PROPOSAL SHEET

Assessment and Monitoring of Disaster Debris and Hazard Tree Removal

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. Rates shall be inclusive of the Proposer's lodging costs, subject to Section 1, subsection 6.0 of this RFP.

Note: One Division Supervisor is required for every 5 Task Force Leaders. Actual numbers of personnel will be determined by the IMT's Operations Section Chief and Planning Section Chief and changed as circumstances require. It is anticipated that the number of Operations Section Chiefs, Planning Section Chiefs, Branch Directors, Division Supervisors, 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.

CalRecycle does not guarantee the quantities of services or goods specified in the SOW. CalRecycle will only pay the rates specified herein for each bid item. CalRecycle will only pay rates based on true and correct representation made in itemized, documented, and supported invoices supplied by the Contractor.

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Program Manager	\$	Per Hour	2,224	\$ -
Incident Commander (IC)	\$	Per Hour	5,588	\$ -

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Health and Safety Officer	\$	Per Hour	5,616	\$ -
Operations Section Chief (OSC)	\$	Per Hour	5,588	\$ -
Registered Professional Forester (RPF)	\$	Per Hour	14,040	\$ -
Arborist (TRAQ)	\$	Per Hour	35,887	\$ -
Branch Director (BD)	\$	Per Hour	2,100	\$ -
Division Supervisor (DS)	\$	Per Hour	12,000	\$ -
Task Force Leader/ Debris Assessments or Removal Monitor	\$	Per Hour	85,925	\$ -
Task Force Leader/ Hazard Tree Assessments or Tree Removal Monitor	\$	Per Hour	40,099	\$ -
Task Force Leader/ Materials Receiving Facilities	\$	Per Hour	28,642	\$ -

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Certified Asbestos Consultant (CAC)	\$	Per Hour	8,509	\$ -
Certified Site Surveillance Technician (CSST)	\$	Per Hour	17,017	\$ -
Environmental Group Supervisor/ Water Quality	\$	Per Hour	2,540	\$ -
Environmental Group Supervisor/ Site Assessment/ Soil Sampling	\$	Per Hour	3,912	\$ -
Environmental Group Supervisor/ Air Quality	\$	Per Hour	4,191	\$ -
Environmental Group Supervisor/ Environmental Permitting	\$	Per Hour	2,794	\$ -
Environmental Group Manager/ Senior Environmental Specialist	\$	Per Hour	2,794	\$ -
Bridge Engineer	\$	Per Hour	695	\$ -
Environmental Unit Leader/ Water Quality BMPs	\$	Per Hour	12,510	\$ -

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ATTACHMENT 1 - COST PROPOSAL SHEET

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Environmental Unit Leader/ Site Assessment/ Soil Sampling	\$	Per Hour	19,460	\$ -
Environmental Unit Leader/ Air Quality	\$	Per Hour	20,850	\$ -
Data/ Packet Manager	\$	Per Hour	8,382	\$ -
Planning Section Chief (PSC)	\$	Per Hour	2,837	\$ -
Deputy Planning Section Chief (DPSC)	\$	Per Hour	5,645	\$ -
GIS Professional	\$	Per Hour	12,636	\$ -
Finance Section Chief (FSC)	\$	Per Hour	4,212	\$ -
Deputy Finance Section Chief (DSFC)	\$	Per Hour	16,848	\$ -
Field Accounting and Administrative Staff	\$	Per Hour	22,464	\$ -

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Office Accounting and Administrative Staff	\$	Per Hour	32,760	\$ -
Senior Biologist	\$	Per Hour	8,467	\$ -
Biologist	\$	Per Hour	38,667	\$ -
Senior Archaeologist	\$	Per Hour	8,424	\$ -
Archaeologist	\$	Per Hour	38,667	\$ -
Professional Land Surveyor Crew (team of 2)	\$	Per Surveyor Crew Per Day	478	\$ -
Truck Inspection Crews (DOT Level 1)	\$	Inspection Crew Day	649	\$ -
GPS Tracking of Commercial Fleet	\$	Per GPS Unit	2,475	\$ -
Signage	\$	Per Sign	2,061	\$ -

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Dust Control – Water Truck/ Driver Cost	\$	Per 12-Hr day	340	\$ -
Laboratory Costs – Soil	\$	Per Chain of Custody per Sample Event	3,106	\$ -
Laboratory Costs – Water	\$	Per Chain of Custody per Sample Event	687	\$ -
Laboratory Costs – Asbestos	\$	Per Chain of Custody per Sample Event	1,031	\$ -
Air Monitoring Equipment (including continuous monitoring dust trackers and portable electric generator sets, laboratory costs, and support materials)	\$	Per Sampling Day	4,290	\$ -
Advance Sampling – Asbestos NIOSH Method 7400	\$	Per Chain of Custody Per Sample Event	99	\$ -
Advance Sampling – Asbestos NIOSH Method 7402	\$	Per Chain of Custody Per Sample Event	99	\$ -
Advance Sampling – Hexavalent Chromium	\$	Per Chain of Custody Per Sample Event	99	\$ -
Advance Sampling – Mercury	\$	Per Chain of Custody Per Sample Event	99	\$ -

(A) Position Function*	(B) Rate (Dollars)	(C) Units	(D) Factor	Project Cost (Dollars) (E)= [(B x D)]
Advance Sampling – Silica	\$	Per Chain of Custody Per Sample Event	99	\$ -
Arborist – Add on for working in poor air quality	\$	Per Person 12-hr Day	15,981	\$ -
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.

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder 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 Bid and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

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:

ATTACHMENT 2 - PROPOSER CERTIFICATION

THE STATE OF CALIFORNIA
DEPARTMENT OF RESOURCES

FROM: _____
(Name of Firm)

RECYCLING AND RECOVERY (CALRECYCLE)
CONTRACTS UNIT

The undersigned hereby proposes and agrees to furnish all labor, materials, and tools, and equipment necessary to perform all work required in the manner and time prescribed in the work specifications contained herein and such addenda thereto as may be issued prior to the proposal submittal date. The undersigned agrees that if work furnished under this agreement is subject to prevailing wage rates, as applicable, ascertained by the Department of Industrial Relations and set forth on the DIR web site (<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>) for General Prevailing Wage Rates as determined by the August 2021 DIR prevailing wage published rates, Proposer agrees to act in accordance there with.

The undersigned Proposer certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 6 on the following pages of PROPOSER CERTIFICATION. By signing, Proposer swears under penalty of perjury that the conditions of all Items are true.

Legal Name of Proposer: _____

Federal I.D. #: _____ CSLB #: _____

DIR #: _____

Address: _____

(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Telephone #: _____ Alternate #: _____

Contact Person: _____ Telephone #: _____

E-Mail Address: _____

Admin. Contact: _____ Telephone #: _____

E-Mail Address: _____

Authorized Representative:

SIGN HERE -----> _____ **Date:** _____

Printed Name of Signer and Title: _____

ITEM 1 – BIDDER’S BUSINESS IDENTIFICATION

This Bid is submitted by (check one)

- ☐ Individual ☐ Partnership Business Entity Number: _____
- ☐ Joint Venture ☐ Corporation Place and Date of Incorporation: _____
- ☐ Sole Proprietor

If bid is submitted by partnership joint venture, the members are:

ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____

ITEM 3 – REQUIRED DVBE PARTICIPATION GOAL

Exempt for this RFP

ITEM 4 – PREFERENCES AND INCENTIVES

Bidders shall note that for the purposes of this RFP, the OSDS SB certification of “SB-PW” (public works) cannot be used to fulfill the SB/Non-SB Preference Program(s).

Small Business Preference:

By checking “yes” below, Bidder claims to be an OSDS Certified SB/MB and requests a preference as a “Small Business” and further certifies under penalty of perjury, that the firm still meets the requirements of Section 1896 et. seq. Title 2, of the California Code of Regulations.

Special attention is direction to Section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

SB Preference Claimed? ☐ YES OSDS Certification No.: _____ ☐ NO

Non-Small Business Subcontractor Preference:

By checking "yes" below Bidder requests preference as a Non-Small Business and claims credit for achieving 25% or greater of SB/MB subcontractor participation as shown on Attachment 3, Bidder Declaration and requests that the preference be applied to this bid.

Special attention is direction to Section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

Non-SB Subcontractor Preference Claimed? ☐ YES ☐ NO

Disabled Veteran Business Enterprise Bid Incentive:

If DVBE Participation is set a zero percent, Bidder may still claim DVBE Incentive for voluntary DVBE Participation of 1% to 5%.

By checking "Yes" below, Bidder certifies and claims credit for achieving 1% or greater of DVBE Participation on this bid as is shown Bidder Declaration and requests that the corresponding DVBE Incentive be applied to this bid.

DVBE Incentive Claimed? ☐ YES @ ____% ☐ NO

ITEM 5 – COMPLIANCE WITH GOVERNMENT CODE SECTION 87100

Government Code section 87100 provides: No public official at any level of state or local government will make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he or she has a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict-of-interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with CalRecycle. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by CalRecycle, or who may have a financial interest in the policies and programs of CalRecycle and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Contractor and its subcontractors (if any) will be required to file statements of economic interests with CalRecycle upon award of the Agreement. CalRecycle will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as "NA" if no conflict exists)

Client Name	Contract	Address	Phone
-------------	----------	---------	-------

A determination by CalRecycle that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

ITEM – 6 CALIFORNIA TAXPAYER AND SHAREHOLDER PROTECTION ACT OF 2003

Contractor certifies 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.

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

ATTACHMENT 3 – BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Excerpt from Attachment B, Exhibit G, FEMA, Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended), Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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.

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 _____

ATTACHMENT 4 –CUSTOMER REFERENCE FORM

PART 1: Instructions: Proposer to complete Part 1 of the Customer Reference Form.

Customer Reference Number: ☐Reference 1 ☐Reference 2 ☐Reference 3

(Select applicable reference number)

Proposers Company Name:	
Customer Reference Company Name:	
Contact Person Name:	
Contact Person Title and Position:	
Contact Address:	
Telephone:	
Email:	
Alternate (optional)	Telephone:
	Email:

1. What Disaster Debris Removal and Hazard Tree Removal Assessment and Monitoring (A&M) Services similar to those described in the SOW were provided?
 - a. Check all that apply:
 - ☐Disaster Debris Removal A&M
 - ☐Hazard Tree Removal A&M
 - b. What is the dollar value of the services provided (must be at least 10,000,000.00):
\$ _____
 - c. Describe in more detail below:
Insert Agreement Details: _____
2. Agreement Number or other identifying/descriptive information:
Insert Agreement Number or Other Identifying Information: _____
 - a. Start Date: Insert Start Date: _____

- b. Agreement Completed: ☐Yes ☐No
- c. Length of Services: ☐1-2 months ☐3-4 months ☐5-6 months ☐More than 6 months
3. Was the Proposer Company (named above) the Prime Contractor (named on agreement) that provided these services? ☐Yes ☐No
4. How many personnel were provided during the agreement term?

Insert Number of Personnel: _____

PART 2: References are to provide ratings for the below questions. CalRecycle will contact references to verify information provided in Part 1 and 2. Part 2, Question 5.j below is optional and will not be scored.

5. Customer Satisfaction Rating: How do you rate the Proposer's overall performance to questions a. through i. below?

Description
Very Satisfied – Best-in-class performance. Performance met all agreement requirements and exceeded several to the customer's benefit.
Satisfied – Performance met agreement requirements. Issues were remedied to an acceptable level.
Unsatisfied – Performance did not meet contractual requirements. Issues were not able to be remedied.
Not Applicable (N/A) or No Response/Blank.

- a. How would you rate the Proposer's team/personnel in their ability and expertise to lead, coordinate, and organize assessment, monitoring, and management of structural debris and/or hazard tree removal Operations with consistent, timely, maintenance and production of accurate Operational documentation, and of technical and financial reports?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- b. How would you rate the Proposer's initial mobilization actions as they relate to steps taken to fulfill the initial management, staffing, and assessment, monitoring, and management needs of the Operation?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- c. How would you rate the Proposer's mobilization actions as they relate to steps taken to fulfill the long-term management, staffing, and assessment, monitoring, and management needs of the Operation?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- d. How would you rate the Proposer's preparation (if required) and implementation of an Environmental Protection Plan (EPP) and/or Environmental Compliance Plan (ECP) (or similar environmental permitting/compliance requirements)? Including the development and overseeing the implementation of the required best management practices (BMPs) in

protecting the environment, endangered species, and historical sites and artifacts, during Structural Debris and/or Hazard Tree Removal Operations?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- e. How would you rate the Proposer's experience with complying with the California Governor's Office of Emergency Services (Cal OES) and/or Federal Emergency Management Agency (FEMA) protocols and/or requirements for state or federal agency reimbursements for Structural Debris and/or Hazard Tree Removal Operations?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- f. How would you rate the Proposer's quality of work and willingness to ensure the successful completion of the Operation?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- g. How would you rate the Proposer's ability to cooperate and communicate during to term of the Operation?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- h. How would you rate the Proposer's flexibility to address and successfully meet new and/or unexpected environmental issues or expanded Operational demands as part of this Operation?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- i. How would you rate the Proposer's overall performance?

Check one box: ☐Very Satisfied ☐Satisfied ☐Unsatisfied ☐Not Applicable

- j. Do you have any comments to add to support the ratings above? (if so, please provide below (optional question – not scored)).

Insert Comments_____

ATTACHMENT B – SAMPLE STANDARD AGREEMENT

The following page contain the Sample Standard Agreement which consists of the following Exhibits:

Standard Agreement Document (STD213)

Exhibit A, Scope of Work

Exhibit B, Budget Details and Payment Provisions

Exhibit D, Special Terms and Conditions

Exhibit D, Attachment 1, Recycled Content Certification

Exhibit G, Required Contract Clauses for FEMA Public Assistance Program Contracts

Exhibit H, Special Provisions

STATE OF CALIFORNIA-DEPARTMENT
OF GENERAL
SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT
NUMBER
DRR21048

PURCHASING AUTHORITY
NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME:

Department of Resource Recycling and Recovery

CONTRACTOR NAME:

TBD

2. The term of this Agreement is:

START DATE:

September TBD, 2021 or Upon Approval, whichever is later

THROUGH DATE:

June 30, 2023

3. The maximum amount of this Agreement is:

\$TBD Contract Amount (TBD dollars and TBD cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	60
Exhibit B	Budget Detail and Payment Provisions	TBD
Exhibit C*	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	8
	Attachment 1, Recycled Content Certification	9
Exhibit E**	Request for Proposal (RFP), DRR21048	
Exhibit F**	Proposal from TBD, in response to RFP, DRR21048	
Exhibit G	Required Contract Clauses for FEMA Public Assistance Program Contracts	
Exhibit H	Special Provisions	85

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

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.)
Contractor Name

CONTRACTOR BUSINESS ADDRESS:

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Resource Recycling and Recovery

STATE OF CALIFORNIA-DEPARTMENT
OF GENERAL
SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT
NUMBER
DRR21048

PURCHASING AUTHORITY
NUMBER (If Applicable)

CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
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) Governors Emergency Proclamation (7/23/21, 8/5/21, 8/10/21, and 8/17/21)		

EXHIBIT A

SCOPE OF WORK

TBD (Contractor) agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with Assessment and Monitoring of Disaster Debris and Hazard Tree Removal as described herein:

1. Parties and Background

The Project Coordinators during the term of this Agreement will be:

CalRecycle Contract Manager

<<Contractor>>

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

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

Direct all agreement inquiries to:

CalRecycle Contract Analyst

<<Contractor>>

Contracts Unit

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

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

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 2021 California Wildfires. CalRecycle intends to perform this work in an expedited manner in full compliance with Cal OES and Federal Emergency Management Agency (FEMA) project requirements while protecting public health and safety and the environment.

This Agreement requires the Contractor to provide professional structural debris and 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 2021 California wildfires. These fires impacted residents in numerous 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.

2. Contractor Tasks and Responsibilities

A. WORK TO BE PERFORMED

The Contractor shall perform all required parcel site and hazard tree assessments, oversight, documentation, and reporting services of all Disaster Debris and Hazard Tree Removal performed by

other contractors (hereafter referred to as DDRHT contractors), in accordance with all Exhibits incorporated and made a part of this Agreement. Refer to Exhibit H, Special Provisions for technical requirements.

1) ORDER OF OPERATIONS

Contractor shall follow the order of Operations as set forth in this Agreement and summarized below:

a) PLAN

- I. Develop a mobilization and demobilization plan for the operation in consultation with and at the direction of CalRecycle.
- II. Receive Right-of-Entry (ROEs) permits from Counties for participating properties.
- III. Organize, manage, and maintain data collected for each ROE.
- IV. Track the Operational status of each parcel and road segment that is part of the Operation.
- V. Determine the division of Operational areas for the program.
- VI. Prepare periodic incident action plans (IAPs), situational status reports, planning meeting agendas, and meeting notes.
- VII. Obtain and maintain daily Incident Command System (ICS) Activity Log (ICS 214) forms from all CalRecycle staff, Contractor staff (including any Subcontractors), and any supporting agencies' staff.
- VIII. Provide training, office and equipment space, housing, Health and Safety Planning, and vehicles and safety equipment, including required Personal Protective Equipment (PPE).

b) OPERATION

- I. Assess and document baseline conditions of debris routes.
- II. Assist CalRecycle in the preparation and review of the environmental and historic preservation documentation.
- III. Implement environmental permit requirements.
- IV. Provide Biologists (including specialists), Registered Professional Foresters (RPFs), Arborists, Archaeologists, Certified Asbestos Consultants (CACs) or Certified Site Surveillance Technician (CSSTs).
- V. Prepare soil sampling plans, operationalize cleanup goals, and prepare community air monitoring plans, based on CalRecycle's guidance and subject to CalRecycle's approval.
- VI. Conduct California Department of Transportation (DOT) inspections on all DDHTR contractor trucks.
- VII. Conduct pre- and post-operation soil sampling and analysis on DDHTR contractor laydown/equipment yards and temporary debris management facilities (i.e., transfer stations).
- VIII. Assess parcels for debris and asbestos and, utilizing an Arborist or RPF, identify hazard trees that pose a threat to the public at large.
- IX. Monitor the DDHTR contractor's progress in the removal of debris (including asbestos) and hazard trees, and placement of erosion control materials.

- X. Verify property boundaries with property owners and/or the County as necessary and appropriate.
- XI. Collect post-debris removal soil sampling.
- XII. Issue tickets for work completed.
- XIII. Review and confirm DDHTR contractor invoices for accuracy and completeness.

c) REPORT

- I. Prepare final activity and overall operation cost reports for each parcel or Right-of-Way (ROW) segment.
- II. Prepare final activity and overall operation cost reports for the operation, and an after action review report.
- III. Submit Quarterly Progress Reports to Chief Accounting Officer detailing deliverables, milestones, current challenges, and financial forecast.
- IV. 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 Office 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.

2) PROJECT-WIDE DOCUMENTATION

a) CRADLE TO GRAVE DOCUMENTATION

Project documentation shall be "cradle to grave" and reflect all work completed, on a per parcel basis. All Operation costs, including the costs of the DDHTR contractor, that can be directly attributed to an individual property shall be tracked by Contractor on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs."

Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as community water tenders, street sweeping, air monitoring, operation management, community health and safety, or monitoring activities will be tracked as "Community Costs."

Costs incurred relating to public properties, such as government buildings, certain schools, and institutions, must be tracked separately pursuant to written direction provided by CalRecycle. In all cases, Contractor shall track and document costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions of this Agreement.

Contractor shall document the full life cycle of each parcel, in a method compliant with the terms and conditions of this Agreement, from initial evaluation through site assessment, debris removal, hazard tree removal delivery of a clean, clear parcel, and transport and delivery of debris to end use facility. This shall include documentation of any parcel removed from the Program before all work is complete, in circumstances including, but not limited to, property owner withdrawal or property owner action rendering the property ineligible for the Program.

b) DATA RETENTION

Contractor shall retain all documents and data, including drafts, notes and summaries, for a period of seven (7) years from document creation, unless otherwise specified by CalRecycle.

c) STATE ACCESS AND SYSTEM COMPATIBILITY

Upon request of CalRecycle, Contractor shall allow immediate access to any and all records, including notes, drafts, summaries and all documents required to be prepared and submitted.

All data systems utilized by the Contractor shall be made available to CalRecycle, the Incident Management Team (IMT), and any additional State staff requiring access. Access shall be granted to these systems prior to the commencement of any other activities.

d) TIMELINESS

Completed work shall be properly documented and uploaded into the required data collection systems as dictated by CalRecycle, typically within twenty-four (24) hours unless otherwise specified.

e) OPERATIONAL, PUBLIC-FACING, AND COST RECOVERY NEEDS

I. OPERATIONAL

The data framework established by Contractor shall support the requirement of Operational, actionable, and real-time data by tracking all work performed by the State, Contractor, the DDHTR contractor, and other contractors in order to coordinate and schedule daily activities. Data may be collected automatically from the field through the Application Programming Interface (API) integration of software platforms (e.g., Field Maps, Survey 123, etc.) to the primary data repository (e.g., Esri products). Planning staff may also populate data collected on physical forms in the field and transfer that data into the data system. Planning staff shall have necessary, licensed accounts for applicable data repositories as mandated by CalRecycle.

- II. Documentation of complete work shall be provided to support the requirement for public-facing data. Public-facing data must be available to the State for any public-facing maps/dashboard, at the request of the IMT, and available to both Contractor and State call center staff.

III. COST RECOVERY

Contractor shall prepare and provide all documentation necessary for cost recovery. Documentation required includes, but is not limited to:

1. Documentation of all work conducted on a property via assessment forms, sampling forms, sketches, photos, etc.
2. Documentation of all items that are removed from a property (may include types such as debris, including ash, trees, soil, vehicles, and concrete) to their facility via tickets, hauling logs, and Global Positioning System (GPS) documentation. Specific types of items to be documented shall be dictated by CalRecycle at the onset of the operation.
3. Documentation of staffing via Activity Log (ICS 214) form.

f) **DATA MANAGEMENT TOOLS**

Contractor's data collection systems shall be able to operate both in areas with cellular service available and in areas without cellular service. All data systems shall be compatible with existing Geographic Information System (GIS) systems, currently provided by Esri. The Contractor data system shall be able to rapidly integrate with CalRecycle and Cal OES data systems via API integration upon request.

B. INITIAL TASKS TO BE PERFORMED

Contractor shall complete the following tasks prior to the debris and hazard tree removal monitoring work:

1) **STAFFING**

- a) Contractor shall deploy the following staff to CalRecycle's designated incident field office within seventy-two (72) hours of receiving the notice to proceed (NTP): Incident Commander (IC), Planning Section Chief (PSC), Operations Section Chief (OSC), the Environmental Unit Manager/Senior Environmental Specialist, and the lead RPF. Within the first week after the NTP is issued, the consultant shall deploy 10 initial Site Assessment (SA) teams and 10 Asbestos Assessment (AA) teams. The deployment of additional and other staff will be as directed by CalRecycle. All key staff supporting the Operation must be available during the IMT's working hours of 6:00 AM to 6:00 PM Pacific Time (PT), or as otherwise specified by CalRecycle.
- b) The names of the IMT Member positions may vary based on the specifics of a given incident. In the event that different titles are to be used in a specific incident, CalRecycle will dictate which titles will be used to indicate which positions. Using different titles shall have no effect on the required qualifications or rates of the various Contractor staff. The table below demonstrates the equivalent titles and classifications – the titles listed in the Single Incident Title column are used throughout this Agreement for bid, evaluation, and identification purposes.

Single Incident Title	Branch Title
Incident Commander	Branch Director
Operations Section Chief	Debris Group Supervisor
Branch Director	Area Leader
Division Supervisor	Task Force Leader
Task Force Leader	Crew Leader
Environmental Group Supervisor	Environmental Task Force Leader
Planning Section Chief	Branch Planner
Deputy Planning Section Chief	Assistant Branch Planner

Single Incident Title	Branch Title
Finance Section Chief	Finance Unit Leader
Deputy Finance Section Chief	Assistant Finance Unit Leader

- c) Contractor shall provide staff, up to the maximum number of staff listed below, based on anticipated work availability for the operation.

Staff	Maximum Staff Number
Registered Professional Forester (RPF)	5
Arborist (TRAQ-certified)	20
Task Force Leader/ Debris Assessments or Removal Monitor	40
Task Force Leader / Hazard Tree Assessments or Tree Removal Monitor	20
Task Force Leader/ Materials Receiving Facilities	10

Contractor acknowledges that the specific positions may be adjusted upward or downward based on operational needs. Contractor shall be prepared to provide 50% (rounded up) of the maximum staff number within fourteen (14) calendar days of NTP and must provide additional staff upon two weeks' notice by CalRecycle to the maximum listed number. For positions not listed on the table, Contractor shall provide staff upon seven (7) calendar days' notice, as directed by CalRecycle.

2) TRAINING

Contractor shall provide and document the following training:

- Accredited forty (40) hours of Hazardous Waste Operations and Emergency Response (HAZWOPER) training to Contractor's field staff.
- ICS-100 and ICS-200 training courses for all Contractor Operational staff.
- ICS-300 training course for Contractor management staff.
- An operation specific training program, developed with CalRecycle, detailing the Operational goals and CalRecycle's expectations of how the operation will be managed and monitored by the Contractor staff, for all Contractor Operational staff.
- A debris assessment team training, for all Contractor assessment staff.
- An Arborist and RPF training, prepared and presented by the lead RPF, detailing the specific assessment methods to be used by all Arborists on the operation for consistency of assessment.
- Hazard tree assessment strike team training, detailing how they will mark trees and document hazard tree assessments, and how they coordinate when conducting and documenting the Hazard Tree assessments.
- International Society of Arboriculture (ISA) Tree Risk Assessment Qualification training for eligible personnel, if requested by CalRecycle.

- i) Any other necessary training as warranted for the specific operation, as directed by CalRecycle.

3) PROVIDE TEMPORARY WATER TRUCKS

Within seven (7) days of receiving the NTP, Contractor shall secure a water source and provide water trucks for use throughout the Operational Area, as specified by CalRecycle. Contractor's water trucks shall suppress dust from fire debris properties until the DDHTR contractor can mobilize water trucks to the Area.

The water trucks provided shall have up to a five thousand (5,000) gallon capacity and include the water truck, driver, and all requirements for operations. The daily rate is per truck per ten (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.

4) TRUCK INSPECTIONS, TRAFFIC MANAGEMENT PLAN, AND ROAD ASSESSMENTS

a) DOT TRUCK INSPECTIONS

- I. Contractor shall provide a DOT commercial truck inspector two (2) person crew.
 - 1. Contractor shall provide certifications and resumes indicating the crew's experience as truck inspectors to CalRecycle for approval.
 - 2. The inspectors shall have the necessary insurance, qualifications, and expertise to perform a Level One Inspection for all commercial trucks assigned to the operation.
 - 3. Contractor shall provide as many such two (2) person crews as is determined by CalRecycle to be necessary to confirm that all trucks pass safety inspections as required by the California Highway Patrol and applicable state and local regulations.
- II. Inspect all haul trucks, logging 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 on lots are not subject to inspection provided they are not carrying water loads on a public road; these water trucks are considered construction vehicles.
- III. Contractor shall placard each and every truck that has passed inspection with a unique placard and bar-coded identification number.
- IV. Contractor shall re-inspect ten (10) percent of all previously certified trucks every thirty (30) days.
- V. Contractor shall provide all inspection records, both pass and fail, to the IMT within twenty-four (24) hours of the inspection.
- VI. The DDHTR Contractor will provide a location(s) for the A&M Contractor to conduct DOT inspections. The Contractor shall coordinate closely with DDHTR Contractor in order to conduct these inspections prior to deployment of each applicable vehicle the operation. All necessary facilities, including portable offices, restrooms, and shade shelters shall be provided by the Contractor.

b) TRAFFIC MANAGEMENT PLANS

If directed by CalRecycle, Contractor shall prepare a traffic management plan. The plan shall include an assessment of likely travel routes from the Operational area to the anticipated end

use facilities, a summary of recent roadway traffic loadings on the anticipated routes, an assessment of the anticipated traffic impacts of the operation on those roadways, suggested temporary striping or roadway improvements, and temporary signalization or signage improvements that could minimize or reduce traffic impacts.

c) EXISTING ROADWAY ASSESSMENTS

Contractor shall conduct initial visual and video survey of roadways and infrastructure along those roads that could potentially be impacted by the debris and hazard tree removal Operations. Video recordings shall be of sufficient quality to assist in post-operation assessment of the impact of the operation on these roadways.

5) OFFICE AND LAYDOWN YARD IDENTIFICATION AND ASSESSMENTS

a) OFFICE AND STORAGE FACILITIES

Within seventy-two (72) hours, or as specified by CalRecycle, of receiving the NTP, Contractor shall secure local office and equipment storage space to be used to support the Contractor throughout the duration of the Operation. The facility(ies) shall provide the Contractor (and its Subcontractors) a place to manage its tasks separate from the State's Operations center. The facility(ies) shall also be used to provide storage of all field and monitoring equipment, support equipment, computers, tablets, PPE, and materials. This facility or other site shall be approved by the OSC as a suitable location for the Contractor to conduct required trainings and daily safety briefings. CalRecycle may direct that certain Contractor personnel work from State facilities and/or embed with State staff to ensure close coordination. Costs for these facilities shall not be reimbursable separately, and the Contractor's Exhibit B, Cost Breakdown shall be inclusive of these costs.

b) OTHER FACILITIES

Contractor shall develop and implement a soil sampling plan for facilities provided by the DDHTR contractor, including equipment laydown yards, temporary wood processing and storage yards, debris management facilities, workforce base camps, and any other DDHTR contractor selected and permitted facilities approved by the OSC in support the Operation. These plans shall be reviewed by the OSC prior to implementation.

Once approved by the IMT, the Contractor shall execute the plans and establish baseline soil assessments for each facility. These samples shall be analyzed for California Code of Regulations (CCR) Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), and benzene, toluene, ethylbenzene and xylene (BTEX) analysis by a California-certified laboratory.

Contractor shall collect and analyze additional soil samples upon demobilizing of these facility site(s) to ensure no residual material or hydrocarbon spill was left behind. The DDHTR contractor shall be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the Contractor, following appropriate predetermined soil sampling and analysis protocols.

Contractor shall also, if necessary, obtain all required local use permits for development and operation of these facilities. Such permits may also require environmental evaluation requiring

that the Contractor also conduct biological and archaeological assessments of proposed locations in accordance with the National Environmental Protection Act, the National Historical Preservation Act, California Environmental Quality Act (CEQA) and the Clean Water Act and report findings to CalRecycle.

6) COMMUNITY AIR MONITORING PLAN

Prior to commencement of debris removal, Contractor shall prepare a draft community air monitoring plan for CalRecycle review and approval. The plan shall consider:

- a) Where the debris removal Operations will take place.
- b) Where the sensitive receptors are located that could be impacted by dust emissions from the operation.
- c) Inclusion of an air monitoring program to measure air emissions upstream and downstream of active debris removal Operations for a representative one-third of the active debris removal crews.

Upon CalRecycle approval, Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from community and highly sensitive receptor areas as determined by the OSC, or designee, and Contractor. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos. Contractor shall follow the Department of Toxic Substances Control (DTSC) "[Community Air Monitoring Plan Guidance](https://dtsc.ca.gov/wp-content/uploads/sites/31/2020/10/2020-CAMP-Guide-FINAL-w-appendices-072020-A.pdf)" dated Jan 2020 or updated successor documents, as directed by the CalRecycle (<https://dtsc.ca.gov/wp-content/uploads/sites/31/2020/10/2020-CAMP-Guide-FINAL-w-appendices-072020-A.pdf>).

Once debris removal commences, Contractor shall implement the Air Monitoring Plan and perform ongoing air monitoring in the community and at the selected debris removal property, as outlined in the OSC-approved Air Monitoring Plan. The Contractor's Air Monitoring Plan shall include conducting debris removal property air monitoring at a rate specified by CalRecycle, typically one-third of the properties with active debris removal activities on a daily basis. Community and selected debris removal property air sampling shall take place during debris removal operation hours only.

7) BACKGROUND SOIL SAMPLING PLAN AND CLEANUP GOALS REPORT

Contractor shall identify regions with potentially differing soil types within the incident footprint. Soils in the vicinity but not in the ash impacted area shall be collected and sampled to establish the naturally or anthropogenic occurring metal concentrations around the Incident. These samples shall be analyzed for CCR Title 22 metals by a California Environmental Laboratory Accreditation Program. These samples shall also be analyzed for moisture content which the Contractor shall use to correct the metals concentration to determine dry metals concentrations from analytical results.

Contractor shall have a sufficient number of laboratories and Contractor staff available to support the number of air, soil, asbestos, and water samples anticipated throughout the operation to meet the required turn-around times. The turn-around time shall not exceed seven (7) days, unless otherwise directed or approved by CalRecycle.

Contractor shall:

- a) Utilize laboratories that are appropriately certified throughout the operation.
- b) Ensure that laboratories are geographically located to ensure reliable transportation of material samples.
- c) Verify that laboratories have sufficient testing capacity to meet the operation's needs.
- d) Ensure sufficient qualified staffing to review air, soil, asbestos, and water samples.

8) SIGNAGE

a) PARCEL ADDRESS

As part of the SA team activities (or by separate property scouting teams), Contractor shall install individual address signs for each property with a signed ROE. This new sign will assist in accountability and direct emergency services to the proper address. Contractor shall also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities.

b) TRUCK PLACARDS AND IDENTIFICATION NUMBERS

Contractor shall provide the DDHTR contractor debris removal trucks a placard or other visible means of identification as part of the Operation. Contractor shall also place a bar-coded external sticker to each truck in an easily accessed location on the truck's exterior. The bar-coded sticker shall assist the Contractor with identifying specific trucks as each truck enters and leaves a debris removal site and/or end use facility.

c) CREW SIGNS

Contractor shall ensure that the DDHTR contractor shall provide crew number signs for their Debris Removal Crews and for their Hazard Tree Removal Crews that meets specifications.

9) END USE FACILITY ASSISTANCE

Contractor shall coordinate with the DDHTR contractor-selected debris and tree materials end use facilities for locations at those facilities at which Contractor staff can conduct their tracking and monitoring of DDHTR contractor truck disposal weights/volumes received, so that completion tickets can be issued. Contractor shall be responsible for providing equipment required to conduct monitoring Operations at end use facilities, including scales, manlifts, portable offices, shade shelters, and portable restrooms.

10) ENVIRONMENTAL PROTECTION PLAN SUPPORT AND PRELIMINARY FIELD SERVICES

- a) At the direction of CalRecycle, Contractor shall review the Federal National Environmental Policy Act (NEPA – for Federally funded Operations or Operations located on federal lands) and CEQA requirements and their implementing resource agencies environmental regulations that protect the environment, including waters of the federal and state government, endangered species, and cultural resources, and prepare or assist in the preparation of an Environmental Protection Plan (EPP). The EPP lists the required Best Management Practices (BMPs) and Avoidance, Mitigation, And Minimization Measures (AMMs) to be implemented by the DDHTR contractor, and monitored and enforced by the Contractor, as part of the Operation.

- b) Contractor shall direct appropriate biological, archaeological, and other required specialist staff to review these documents to ensure Contractor's monitoring and enforcement of the DDHTR contractor's implementation of the required BMPs and AMMs throughout the operation.
- c) Contractor shall coordinate with Federal, State and regional resource agencies with respect to these requirements and the required BMPs and AMMs when preparing the EPP.
- d) Contractor shall review State and Federal endangered species and critical habitat maps and documentation, conduct a review of state and federal waters of the state, and map out the locations of potential endangered species habitats and protected waters. This information shall be developed as an overlay on the Operational area GIS mapping system.
- e) Based on the endangered species and waterways mapping and document search conducted in subsection d above, the Contractor shall provide the findings to CalRecycle.
- f) Once directed, Contractor shall send appropriately experienced and certified professional staff to conduct field surveys to confirm and document areas of environmental concern on the GIS mapping system.
- g) With this information, Contractor shall confirm with CalRecycle and involved Federal, State, and regional resource agencies whether any additional permitting requirements are necessary to proceed with the debris and hazard tree removal Operations.

11) DATA MANAGEMENT SYSTEM ESTABLISHMENT AND OPERATION

Contractor shall provide and perform the following information, data management services (GIS services), and tasks in support of State planning, environmental, and Operational needs prior to the Operational startup:

a) ESTABLISH GIS AND DATA MANAGEMENT SYSTEM

Contractor shall establish a system to manage all Disaster Debris Operations data and Hazard Tree Removal Operations data, including all project related data requirements as specified by the IMT, with Esri compatible software. The Contractor may be required to inventory, evaluate, and integrate GIS products or data from the State or third parties. Contractor may be required to investigate the integrity of this data and identify and resolve any discrepancies, with input from the State.

b) DEVELOP ROW MAP SEGMENTS

If directed by CalRecycle, Contractor shall identify all public roads within the Operational area. The Contractor shall then divide the road network "Right of Way Segments" within the GIS system, for the purposes of managing hazard tree assessments of the right of way. Each Right of Way Segment should include one quarter centerline mile, unless otherwise prescribed by CalRecycle. Certain segments may need to be shorter or longer in length, such as add the terminus of a road.

c) ADMS INTEGRATION

Ensure licensed Automated Data Monitoring System (ADMS) software and platforms integrate Operational, planning, and environmental needs information directly with data management system(s), as specified by CalRecycle, such that the data recorded through ADMS software integrates with the Contractor's GIS database (e.g., trees plotted according to their coordinates,

with all recorded information and photos included). Contractor's GIS responsibilities include the support, management, and maintenance of other Agency databases, as directed by CalRecycle (e.g. Cal OES or DTSC). If required, Contractor shall prepare a GIS transition plan.

- I. Investigate and highlight discrepancies between various agency datasets, including GIS errors and APN discrepancies to allow reconciliation of datasets.
- II. If necessary, repair coding scripts in data management system(s) as specified by CalRecycle.
- III. Connect the State's data management system(s) to the Contractor's ADMS, allowing for real time updating of the State's data management system(s) and any Public Facing Map (PFM).
- IV. Update parcel status after ROEs have been received and entered into the ROE collection tool. Contractor shall regularly update tracking of individual APN's as each parcel progresses through Operational steps, including the cross referencing of the Debris Removal and Hazard Tree Removal Functions identified in this SOW.

d) DATA RETENTION

Contractor shall retain all documents and data, including drafts, notes and summaries, for a period of seven (7) years from document creation, unless otherwise specified by CalRecycle.

e) STATE ACCESS AND SYSTEM COMPATIBILITY

Upon request of CalRecycle, Contractor shall allow immediate access to any and all records, including notes, drafts, summaries and all documents required to be prepared and submitted.

All data systems utilized by the Contractor shall be made available to CalRecycle, the IMT, and any additional State staff requiring access. Access shall be granted to these systems prior to the commencement of any other activities covered by this Agreement.

f) TIMELINESS

Completed work shall be properly documented and uploaded into the required data collection systems as dictated by CalRecycle, typically within twenty-four (24) hours unless otherwise specified.

g) OPERATIONAL AND PUBLIC-FACING NEEDS

I. OPERATIONAL

The data framework established by Contractor shall support the requirement of Operational, actionable, and real-time data by tracking all work performed by the State, Contractor, the DDHTR contractor, and other contractors in order to coordinate and schedule daily activities. Data may be collected automatically from the field through the Application Programming Interface (API) integration of software platforms (e.g., Survey123) to the primary data repository (e.g., Esri products). Planning staff may also populate data collected on physical forms in the field and transfer that data into the data system.

II. DOCUMENTATION

Documentation of complete work shall be provided to support the requirement for public-facing data. Public-facing data must be available to the State for any public-facing maps/dashboard, at the request of the IMT, and available to State call center staff.

III. DATA COLLECTION TOOLS

Contractor's data collection systems shall be able to operate both in areas with cellular service available and in areas without cellular service. All data systems shall be compatible with and able to rapidly integrate with the State data system. If CalRecycle deems it necessary, the Contractor data system shall be able to rapidly integrate with the State data systems via API integration. Data collection tools for monitoring hazard tree removal Operations must have the ability to scan the barcodes affixed to hazard trees to ensure efficient data capture.

12) RIGHT-OF-ENTRY FORM COLLECTION AND TRACKING

The Contractor shall receive and process ROE forms as follows:

- a) The County will receive and review ROE forms submitted by property owners that elect to have their properties cleaned up by the State's disaster debris and hazard tree removal program. Those ROEs that meet with County requirements will be delivered to the IMT for inclusion in the Operation. Contractor shall incorporate IMT-approved ROEs in its GIS database system and verify street addresses and locations to ensure unique and verifiable parcels are not duplicative. If there are duplicates or APNs that cannot be located, Contractor shall coordinate with the IC and the County to rectify the situation. Contractor shall also set up a system to acknowledge the withdrawal of an ROE parcel owner from the program and note what stage of the operation at which that property left the program, and to track properties deemed ineligible and reason for the ineligibility.
- b) Update parcel status after ROEs have been received and entered into the Contractor's data management system, and as each parcel progresses through Operational steps, including the cross referencing of the Debris Removal and Hazard Tree Removal Functions identified in this SOW.
- c) Update parcel status after the completion of a SA and required EPP assessments (biological, archaeological) in preparation for Disaster Debris or Hazard Tree Removal.
- d) Conduct and maintain an inventory of state provided surveys, dashboards, groups, and GIS layers.
- e) Manage data access to ensure CalRecycle, the IMT, Contractor, DDHTR contractors, and Tribal staff have proper access. CalRecycle shall have full access to data throughout the operation.
- f) Contact property owners to verify the ROE content.

13) HISTORICAL AND CULTURAL PRESERVATION MONITORING INITIAL TASKS

As specified by CalRecycle, consistent with applicable law, prior to Operation startup, and under the direction of the Contractor's Lead Archaeologist, the Contractor shall facilitate historical and cultural preservation monitoring. Contractor shall maintain confidentiality of Tribal resources upon request of Tribe(s) and shall perform the following tasks:

- a) The Contractor will conduct a historical records search for native and non-native past findings within the operation covered burn scar(s) within the region and determine most likely areas within each burn scar that historical artifacts have been or may be found. 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 Private Property Debris Removal (PPDR) Operation within a region.
- b) Based on the historical records search, Contractor shall provide the findings to CalRecycle. If Tribal Monitoring services are needed, CalRecycle approval is required before the Contractor can proceed.
- c) Set-up and convene an initial Tribal Consultation meeting with both federally and non-federally recognized Tribe(s) to provide an overview of Operations and ability to engage in mitigation, avoidance, minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring.
- d) Provide administrative, logistical and programmatic support staff for the CalRecycle's government-to-government consultations with federally and non-federally recognized Tribe(s). Consultations with individual Tribe(s) may be required as part of the government-to-government consultation process.
- e) Draft scope of work (SOW) for mitigation, avoidance, and minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring work, with the approval of CalRecycle.
- f) Document agreed-upon labor rates, contract budgets, and other contractual items with each Tribe that will be participating as Tribal Monitors in the Operational area.
- g) In cooperation with the Tribes that will be a part of this operation, develop and present a tribal/cultural sensitivity training to all the Contractor's Operations staff, State staff, DDHTR contractor's staff, and other field support staff participating in this Operation.

14) DEVELOPMENT OF A HAZARD TREE ASSESSMENT METHODOLOGY

Within seven (7) days of receiving the NTP, the Contractor shall develop and present to CalRecycle a technical methodology for identifying and assessing hazard trees. As described in Exhibits A and H, for the purposes of the Operation, hazard trees are trees that are so damaged by the declared incident that they pose an imminent or immediate threat of falling on public improved property or rights of way or pose a hazard to other targets as prescribed by CalRecycle. The technical methodology shall describe how the Contractor's RPFs and Arborists will determine which trees meet the State's definition of a hazard tree and that the tree is a hazard as a result of the declared incident.

This technical methodology must be based on:

- 1) Established standards, academic papers, or guidance from the California Department of Forestry and Fire Protection (CAL FIRE) and the United States Forest Service, and/or other reputable sources;
- 2) Standards and guidance set forth in Federal Emergency Management Agency (FEMA) policy including:

- a) the Public Assistance Program and Policy Guide, such as V3.1's (2018) page 49-50;
 - b) 44 CFR section 206.224 (a)(1)-(4);
 - c) 44 CFR section 206.221(c);
 - d) 44 CFR sections 206.220 – 206.228.
- 3) Any other relevant Federal standards.

The methodology shall describe the specific factors an Arborist or RPF will consider when assessing whether a tree poses a threat of falling on public rights of way or other improved property, for each species identified in the Operational area.

Upon approval by CalRecycle, the methodology should be implemented within the Contractor's electronic assessment tool for field use by Arborists.

If the Contractor elects to utilize a technical methodology and electronic assessment tool developed by a third party, the Contractor must submit to CalRecycle a proposal evidencing what reputable sources support the third party's methodology and tool. CalRecycle may accept or reject the proposed methodology or may direct that changes be made to the methodology or tool. Implementation of any CalRecycle-directed changes shall not be grounds for additional compensation.

C. DEBRIS REMOVAL FUNCTIONS

The following is a summary description of the tasks the Contractor shall perform in implementing the Debris Removal Operation. The actual interpretation in implementing the Operation is at the discretion of the IMT in accordance with this Agreement, including Exhibit H, Special Provisions. CalRecycle will direct the Contractor when and where these services are necessary.

1) INDIVIDUAL PROPERTY SITE ASSESSMENTS, ASBESTOS ASSESSMENTS, AND ENVIRONMENTAL AND HISTORICAL ASSESSMENTS

Contractor shall perform assessments as specified below and in accordance with Exhibit H, Special Provisions:

a) SITE ASSESSMENTS (SA)

- I. If no address signs are present, Contractor shall install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to proper address. Contractor shall also contact USA or other utility locator service to verify the location of the sign will not impact local utilities.
- II. If properties in the Operational area are on septic systems, Contractor shall identify septic tank and leach field locations on each property.
- III. Contractor shall identify water wells on properties not serviced by the local water agency.
- IV. Contractor shall photograph each site from all sides to document all aspects of the property both burned and non-burned items.
- V. Contractor shall sketch property boundaries including ash/structure footprints and any debris fields, delineate locations of visible septic tanks, leach fields, water sources, and imminent

threat hazards to the DDHTR contractor. Contractor shall describe the type of foundation(s) and sketch other hardscape and vehicles.

- VI. Contractor shall sketch and record ash footprints in addition to structures (e.g., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges).
- VII. Contractor shall identify and photograph other property-specific hazards (e.g., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks).
- VIII. Contractor shall also document any existing erosion control BMPs, such as wattles or compost socks and sediment collected on each property that may have or could catch structural ash and debris sediment.
- IX. Contractor shall conduct Mercury and Radiological site survey sweeps, using hand held equipment described in Exhibit H, Special Provisions, Sections 5.6 and 5.7.
- X. Identify and contact Owner of large partially damaged or undamaged propane tanks.
- XI. Contractor shall identify and document any household hazardous waste (HHW) that may remain on the property and notify CalRecycle of the need for its removal by others (such as DTSC).

b) ASBESTOS ASSESSMENTS AND ABATEMENT

- I. Contractor shall coordinate with the OSC and PSC in obtaining National Emission Standards for Hazardous Pollutants (NESHAPs) authorization from delegated regional air quality management districts, or the state Air Resources Board (ARB), whichever applies, to prepare, submit, and gain agency permit approval prior to knocking down any chimneys or walls. As part of the permit application, Contractor shall develop a submittal protocol for reporting properties requiring knocking down chimneys and/or partial walls.
- II. Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) shall conduct surveys to identify, sample, and analyze results for suspected gross asbestos containing materials, including concrete foundations and mortar. Asbestos sample analysis shall be completed within seven (7) working days, unless otherwise specified or approved by CalRecycle. If necessary, the DDHTR contractor will be directed by the IMT to knock down chimneys and/or partial walls for Contractor's CAC/CSST to safely assess and sample all of the ash and debris footprints for asbestos containing materials.
- III. Contractor shall notify the appropriate air agency, a minimum of 1 week prior to DDHTR Contractor knocking down chimneys or partial walls as part of NESHAP notification, or as otherwise directed by CalRecycle.
- IV. Contractor shall monitor and confirm the DDHTR contractor's removal of Asbestos Containing Materials (ACM) for those properties where asbestos is found or suspected, as identified by Contractor's CAC/CSST.
- V. Contractor shall document CAC clearance of abated parcels.

c) ENVIRONMENTAL ASSESSMENTS

- I. Contractor, through its Environmental Unit Manager/Senior Environmental Specialist or designee, shall confirm that the DDHTR contractor is properly installing the required

environmental BMPs and AMMs, as well as removing BMPs and AMMs if required. If not, Contractor shall immediately instruct the DDHTR contractor to do so.

- II. Contractor's Environmental Unit Leader shall notify the Environmental Unit Manager/Senior Environmental Specialist, the OSC, and the PSC if there are any unforeseen issues or concerns that the DDHTR contractor is not following the EPP as required.
- III. Throughout the whole debris removal Operation, Contractor, utilizing US Fish and Wildlife Service (USFWS) Qualified Biologists shall assess, monitor, and document identified endangered species, nesting birds (during season), water quality permits, and stormwater. Contractor shall report daily and prepare summary reports prior to each IMT planning meeting.
- IV. All EHP data and documentation shall be uploaded to the DDHTR contractor database for planning section review within twenty-four (24) hours of work.

d) HISTORICAL PRESERVATION ASSESSMENTS

- I. Contractor shall provide monthly (or as otherwise specified) status reports 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.
- II. Contractor shall develop contract(s) with the Tribe(s) to conduct Tribal Monitoring. Upon approval of CalRecycle, Contractor shall enter into contract(s) with Tribe(s) to implement Tribal Monitoring Program(s), consistent with applicable law.

2) DEBRIS REMOVAL PHASES

a) PREPARATION FOR DEBRIS REMOVAL

After an APN's pre-operation assessments have been completed, the APN has been listed on the debris crew planning runway and listed on the IAP as needing property owner notification, Contractor shall initiate contact with property owners twenty-four to forty-eight (24-48) hours prior to planned commencement of debris removal, or as otherwise specified by CalRecycle. Contractor shall notify the property owners of the estimated commencement of debris removal. This notification shall be documented and placed on the tracking system.

b) MONITORING

During debris removal, Contractor shall monitor the DDHTR contractor's activities, including:

I. AIR MONITORING

1. Once debris removal commences, Contractor shall conduct ongoing air monitoring in the community and at selected debris removal properties, as outlined in the OSC-approved Air Monitoring Plan.
2. Contractor shall conduct debris removal property air monitoring on approximately one-third of the properties that are actively having debris removed on a daily basis.
3. Community and debris removal property air sampling shall take place during debris removal Operational hours only.
4. Contractor shall provide all air monitoring equipment to be used for community air monitoring per the requirements in Exhibit H, Special Provisions.

5. Contractor's standard air monitoring stations shall perform real-time monitoring of airborne fine particulate matter concentrations (particulates with an aerodynamic diameter of 2.5 μm , PM_{2.5}) and air sampling for CAM-17 metals, excluding mercury and beryllium.
6. Contractor shall perform particulate monitoring and metals sampling at community locations during working hours for the duration of the Operation, or until such time the OSC determines that air monitoring may cease.
7. Contractor shall direct laboratory to run advance air sample analysis, including asbestos (NIOSH Method 7400 and NIOSH Method 7402), mercury, silica, and hexavalent chromium in air samples, as directed by CalRecycle.
8. Air monitoring equipment will be paid at a daily rate as identified in Exhibit B, Cost Breakdown, that includes all items required for the complete placement, maintenance, repair, operation of the air monitoring equipment. The daily rate is to include the rental of the equipment, generator, all laboratory costs, and fuel.

II. TRIBAL MONITORING

Contractor shall:

1. In cooperation with the Tribes that will be a part of this operation, develop and present a tribal/cultural sensitivity training to all the Contractor's Operations staff, State staff, DDHTR contractor's staff, and other field support staff participating in this Operation.
2. Draft scope of work for mitigation, avoidance, and minimization treatment measures to protect cultural and historical artifacts, which may include Tribal Monitoring work, with the approval of CalRecycle.
3. Coordinate with Tribe(s), under contract, to conduct daily Tribal Monitoring activities in accordance with the Incident Action Plan (IAP), to be issued twice a week, or as otherwise specified by CalRecycle. Provide logistical and programmatic support for CalRecycle's government-to-government consultations with federally and non-federally recognized Tribe(s). Consultations with individual Tribe(s) may be required as part of the government-to-government consultation process.
4. If requested by CalRecycle, Contractor shall coordinate a kickoff meeting via phone or in-person to discuss Tribal Monitoring compliance requirements. If an in-person meeting is required, CalRecycle will determine the location. CalRecycle will identify the parties or individuals that need to be included in the kickoff meeting. The parties or individuals may include the Tribe(s), the California Governor's Office of Emergency Services (Cal OES), Federal Emergency Management Agency (FEMA), CalRecycle, and any other parties specified by CalRecycle.
5. Provide bi-weekly, or as otherwise specified by CalRecycle, monitoring summary reports to ensure Tribal Monitoring requirements are fulfilled.
6. Review Tribe's daily Activity Log (ICS 214) forms documenting the properties monitored and hours worked that day.

7. Direct each Tribe to prepare a draft monitoring post-implementation summary report to be reviewed and finalized by the Lead Archeologist. Each Tribe's report shall supplement the Contractor's Monitoring Summary Report.
8. Contractor shall prepare a Monitoring Post Implementation Summary Report to be submitted to CalRecycle as a supplemental document to the State Historic Preservation Officer at the conclusion of the Operations. The monitoring report shall include:
 - i. Summary of monitoring activities performed in the field.
 - ii. Summary of observed impacts to sites of cultural or religious; significant to Tribe(s).
 - iii. Summary of mitigation, avoidance, minimization treatment measures applied.
 - iv. Summary of protocols followed during field Operations.
9. Document agreed-upon labor rates, contract budgets, and other contractual items with each Tribe that will be participating as Tribal Monitors in the Operational area.

III. DEBRIS REMOVAL MONITORING

Contractor, through its TFLs, shall monitor debris removal in accordance with the Special Provisions and as follows:

1. For each APN at which the TFL is providing monitoring services, the TFL shall have all documentation collected for the APN (including ROE, Site Assessment, other homeowner requests etc.) as hard copies or downloaded pdfs on a tablet or phone that are readable and usable.
2. Along with the TFL and DDHTR contractor's Crew Lead, the TFL shall review the property owner's ROE comments and requests, verify the extent of the property, review the SA Report, and point out locations of items to protect or stay away from (e.g., septic tanks, leach fields, water wells, drop offs, etc.) or that the property owner chooses to keep.
3. Conduct a comprehensive site walk of the full work area ("360 Degree Site Walk") with those present for the document review in "b" above. Confirm that DDHTR contractor's Crew Lead is aware of all marked septic systems and leach fields, is aware and will comply with requests from the Property Owner, and all other relevant details prior to commencing Operations.
4. The TFL shall also indicate to the DDHTR Contractor any existing erosion control BMPs, such as wattles or compost socks and sediment collected to be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint.
5. The TFL shall determine with the DDHTR contractor Crew Lead how the site debris will be cleared, order of debris piles, and where the operator intends to load the trucks. They will also agree upon the location(s) of the Exclusion Zone(s). The DDHTR contractor will be responsible for staking and taping off these areas.

6. The TFL shall document every truck that enters and exits the APN with a load of debris materials, note the type of debris (i.e., danger trees, ash and debris, metals, vehicles, concrete, contaminated soil, etc.), the truck identification number, and the time that the truck leaves for the disposal site or end use facility.
7. Contractor shall document any vehicle that is removed from an APN, whether taken directly to an end use facility or to an independent location set up by the DDHTR contractor specifically for the state or local government to safely verify VINs for vehicles included in the Operation.
8. Contractor shall provide TFLs to track vehicles taken to and from this VIN identification processing facility in "7." above.
9. Contractor shall check that the DDHTR contractor has removed approximately six (6) inches of soil from below each and every debris pile on the property.
10. Contractor shall verify that the DDHTR contractor crew has removed any previously placed stormwater BMPs, whether placed by the DDHTR contractor or others, and any structural debris sediment trapped upstream of them.
11. Once the DDHTR contractor Crew Lead has indicated that the debris has been sufficiently removed from the APN, the Contractor TFL shall alert the Contractor's DS and the CalRecycle OSC (or designee) with at least two (2) hours or more of lead time that they may be needed for an intermediate site walk.
12. The TFL, together with the DDHTR contractor's crew laborers, shall conduct a site walk to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Contractor shall confirm that, visually, all debris has been removed from the site and is ready for confirmation soil sampling.
13. If applicable, Contractor shall verify that the DDHTR contractor has identified any on-site trip and fall hazards and marked them with a brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary hazard fencing is installed around any fall hazards or holes.
14. The Contractor's DS (or designee) and the CalRecycle OSC (or designee) shall conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR Contractor's crew can be directed to mobilize to the next assigned site on the PSC's runway.
15. Contractor shall provide TFLs at all of the DDHTR contractor's designated disposal sites and end use/recycling facilities to document DDHTR contractor trucks by scanning their bar-codes. Contractor shall document arrival times, weights or load volumes, and, if possible, the time each truck leaves the facility.
16. TFLs shall issue a ticket for each DDHTR contractor's truck entering one of these facilities.

17. DAMAGE CLAIMS

- i. The TFL shall document any property damage occurring during the Operation, whether witnessed by the TFL or brought to the TFLs attention. Documentation shall include a written description of what happened, a description of the damage, who was present, date and time, witnesses (and contact information), photographs of the damage, and any other relevant information. This includes any damage, whether accidental, negligent, or intentional, including, but not limited to, damage to environmental BMPs, private property (whether in or out of the Program), roadways, or bridges, that has occurred on-site or due to the DDHTR contractor's Operations or other source. Any such damages shall be reported to the Contractor's DS and to CalRecycle, following damage claim protocols specified by CalRecycle. CalRecycle may direct that specific forms, such as Incident Report Forms, are utilized for the completion of this task.
- ii. After CalRecycle and IMT review of the documentation, CalRecycle and the IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR contractor and/or the Contractor may be liable to repair such damages as directed by the IMT.

c) SOIL SAMPLING AND RESCRAPE

Upon satisfactory completion and approval of the Interim Site Walk inspection by the CalRecycle OSC, Contractor shall perform soil sampling at each property. Contractor shall:

- I. Sample and analyze soil, as described in the CalRecycle-approved Contractor Soil Sampling Plan.
- II. Samples must be collected within five (5) working days of the DDHTR contractor completion debris removal, unless otherwise directed or approved by CalRecycle.
- III. Compare soil results to cleanup goals, developed in the Soil Sampling Plan. Contractor must ensure the laboratory turnaround time for soil confirmation samples does not exceed seven (7) working days from time of sample collection, unless otherwise directed or approved by CalRecycle.
- IV. If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals (by the DDHTR contractor, while monitored by a Contractor TFL), as directed by the OSC or designee. The decision unit(s) (DUs) will then be re-sampled under the direction of CalRecycle.
- V. If CalRecycle determines that there is an indication of higher background concentrations of local metals, the Contractor shall collect soil borings outside of the debris footprint but in proximity to the DUs in question, at the direction and discretion of CalRecycle.
- VI. If CalRecycle determines that contamination on the property results from a source other than the structural fire, the property may be returned to the County without meeting the Operational Cleanup Goals, at the discretion of CalRecycle.
- VII. Once the samples pass the cleanup goals or site-specific goals, at the direction of CalRecycle, Contractor shall document that the APN is ready for the DDHTR contractor to place erosion control.
- VIII. As necessary, when determined by the Contractor and approved by CalRecycle, the Contractor shall provide and operate X-Ray Fluorescence (XRF) and or soil boring

equipment to assist in assessing if the property has been sufficiently cleaned, prior to sending samples to the laboratory.

d) EROSION CONTROL

- I. Contractor shall notify the DDHTR contractor within twenty-four (24) hours when APNs are approved for erosion control to be implemented.
- II. Contractor's Water Quality Environmental Unit Leader will direct the Environmental TFLs to oversee and inspect, direct, and document the DDHTR contractor's erosion control crew during erosion control installation on each APN.

e) FINAL SITE WALK

- I. Contractor shall prepare a final site walk checklist/report for CalRecycle to review and use for conducting final sign-off inspections and reporting.
- II. Following placement of erosion control, CalRecycle or designees will conduct final site walks of each APN. The site walk will consist of a review of the ROE, SA Report, debris removal information, and other relevant information, and a site visit to verify all work has been completed to the specifications outlined in this Agreement and in the Special Provisions.
- III. If CalRecycle is not satisfied that the APN is ready to return to the County, Contractor shall notify the DDHTR contractor of the deficiencies.
- IV. Once the deficiencies are addressed by the DDHTR contractor (under the monitoring of a Contractor TFL), Contractor shall notify CalRecycle that a subsequent site walk can be conducted.
- V. Upon conclusion of a satisfactory site walk, CalRecycle will note any significant findings and provide a signature. Contractor shall then submit each final sign-off report to the County for the County representative's signature.
- VI. Should CalRecycle determine that the cleanup is not complete, the Contractor shall notify the DDHTR Contractor and provide supporting documentation of findings and further direction within twenty-four (24) hours of completed site walk.
- VII. Contractor shall place a copy of the fully executed document in the Operation's document files.

f) SPECIAL CONSIDERATIONS

I. COMMERCIAL AND PUBLIC AGENCY PARCEL ASSESSMENTS

Commercial and public agency parcels, including businesses and industrial sites, and facilities owned by public agencies, are expected to be included in the Program. Contractor shall provide the following services for each commercial property:

1. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.
2. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.

3. If the presence of hazardous materials is still unclear, Contractor shall conduct a commercial property ESA prior to conducting an individual parcel SA by soliciting historical parcel data from EDR.
4. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a debris sampling plan for the purposes of determining whether materials should be designated as hazardous waste, similar to the one in the Special Provisions Section 7.1. Contractor should be prepared to provide all services described herein on commercial, industrial, public, or other properties where materials have been designated as hazardous waste. Contractor shall provide all appropriate monitoring and screening services, PPE, laboratory analysis necessarily to complete debris removal operations on sites where materials have been designated as hazardous waste in full compliance with all applicable laws and regulations. The debris sampling plan shall include:
 - i. CAM 17 Metals
 - ii. Mercury
 - iii. DRO/MRO (diesel and motor oil range organics)
 - iv. GRO (gasoline range organics)
 - v. BTEX/MTBE
 - vi. SVOCs
 - vii. PCBs
 - viii. Pesticides
 - ix. Herbicides
 - x. Dioxins (as necessary)
 - xi. TCLP/WET (as necessary)

II. ABATEMENTS

Contractor shall provide assessment and monitoring for properties entering the Program through a local abatement process. Abatement properties will require the same set of tasks as required for properties for which ROEs have been submitted, under substantially shorter timeframes. The process, including SAs, AAs and removal, debris removal, soil sampling and analysis, and erosion control placement may be required to be conducted within two (2) weeks. Contractor shall expedite all aspects of the operation, as directed by CalRecycle, to complete the property in the timeframe reflected on the abatement warrant.

D. HAZARD TREE REMOVAL FUNCTIONS

The Hazard Tree Removal Functions shall be conducted when there is no ash and debris in the area within which trees could be felled. The Hazard Tree Removal Functions are likely to follow the Disaster Debris Removal functions in most circumstances. The debris removal crews and hazard tree removal crews should not impede each other's efficient Operations.

Contractor shall provide IMT staff and equipment required to support the IMT in implementing Exhibit H, Special Provisions, at the discretion of CalRecycle, as follows:

1) INITIAL HAZARD TREE REMOVAL OPERATION TRAINING

Contractor shall develop a training program for operation specific requirements. Contractor shall certify 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.

In support of Operational specific activities identified in the field, Contractor shall provide additional services, which may include, but are not limited to, providing a trainer and training for Arborist TRAQ Certification.

2) HAZARD TREE ASSESSMENTS

Contractor shall perform hazard tree assessment on individual properties and county road right-of-way segments. The following tasks may be completed concurrently with Disaster Debris Removal SA tasks. However, hazard tree assessments shall be conducted to not interfere with the DDHTR contractors. Contractor's Arborists, if not HAZWOPER trained, cannot access hazard trees through debris fields.

- a) Contractor's RPFs and Arborists shall delineate those trees that are determined to be hazard trees and mark those hazard trees in a manner directed by CalRecycle on each property or segment of ROW.
- b) Under no circumstances shall Contractor mark a tree for removal that does not meet the State's definition of hazard tree, unless otherwise directed and approved by CalRecycle Contractor shall be responsible for any fines or penalties incurred by CalRecycle for removal of improperly marked trees, in addition to any other remedy pursuant to this Agreement.
- c) At least one Contractor TFL shall be paired with each Contractor Arborist on each property. Together, they will be called a Strike Team.
- d) As part of the Strike Team, the Contractor TFL shall:
 - I. Review the ROE and/or ROW documentation for the property before any staff enter the property. The TFL shall communicate any hazards, unusual conditions, or other relevant information reported on the ROE/ROW to any other staff entering the property.
 - II. Confirm that each property, upon arrival, has an address sign installed.
 - III. If no address sign is installed, the TFL will install such a sign prior to proceeding onto the property.
 - IV. Observe any overhead utilities and record in the TFL's documentation. This documentation shall be included in the database pursuant to GIS Management Services, Exhibit A, section 2.B.11, with all other property specific information.
 - V. Identify and document other property-specific hazards (e.g., animals, swimming pools, steep hillsides, large vehicles).
- e) As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with CalRecycle-approved Esri-compatible data collection software. The CalRecycle-approved Esri-

compatible data collection software shall be accessible and viewable by CalRecycle and the IMT at all times during the operation.

I. Data collected shall include:

1. Unique identification numbers for all trees (Tree Unique ID).
2. The number of trees (on the parcel or county road segment) on a SA map.
3. Each tree's species (as determined by the Arborist).
4. Tree height.
5. Tree diameter (at 4.5 feet above ground level).
6. The relative height of the tree.
7. Tree GPS coordinates.
8. Distance of tree to eligible target measured by hypsometer or measuring tape.
9. Photographs of each tree before removal showing all of the following unless directed and approved by CalRecycle:
 - i. The unique identification number on the tree trunk prior to felling.
 - ii. The diameter on the measuring tape.
 - iii. The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).
 - iv. The threatened public improved property or right of way from the perspective of the hazard tree.

II. Contractor shall place all data and photographs collected (including the map prepared in "e)" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Exhibit A, section 2.B.11). Information shall be uploaded to the Contractor's database and accessible by CalRecycle and the IMT within twenty-four (24) hours of the day the tree was assessed.

III. Contractor shall mark each hazard tree in accordance with the specifications provided below, unless otherwise directed or approved by CalRecycle:

1. Three blue dots shall be painted with marking paint on the bole of tree at breast height, in a manner such that the dots will be visible from multiple angles.
2. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

The Contractor may propose alternative marking specifications if the alternative marking specifications will provide significant efficiencies.

- f) Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle and tagged with a tree identification number. As necessary, Contractor shall utilize Licensed Land Surveyor(s) (with all required

survey equipment) as part of a two-person survey team(s) to delineate hazard tree locations with respect to property lines.

g) When necessary, the Strike Team shall:

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 felled. Mark this possibility on the site map.

h) CalRecycle anticipates a production rate of 50 hazard tree assessments per Arborist per work day. Contractor shall maintain this production rate unless otherwise approved or directed by CalRecycle.

3) MONITORING AND OVERSIGHT OF FELLING AND REMOVAL OF HAZARD TREES

a) The TFL shall document in the GIS data management system all hazard trees felled, to include the following items:

I. Photograph of each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing, and has not been felled by others.

II. Photograph of the stump after felling showing the identification number on the remaining stump.

III. Date of felling.

IV. Truck number on which each tree was placed and transported to the log storage and processing yard or end use facility.

V. Other documentation as specified by CalRecycle and IMT.

VI. All Data collected on each felled tree, and listed above, must be uploaded to the Contractor's database and accessible by CalRecycle and the IMT within twenty-four (24) hours of the day the tree was felled.

VII. To ensure efficient hazard tree removal operations, Contractor's data collection system must allow TFLs to scan barcodes affixed to hazard trees when collecting data prior to or after hazard tree felling/removal. Processes that rely on manual entry are not permitted.

b) Contractor shall also document the removal of any incidental tree (a non-hazard tree that must be removed to safely fell and remove a marked hazard tree) as approved by CalRecycle, including identification of personnel responsible for the approval.

c) Once the marked trees are felled, limbs and tops processed as necessary, and either chipped and left for erosion control or otherwise removed from each property, the TFL shall document, and ensure tree stumps are marked with the Tree Unique ID number, take a photo of the stump, with the UIN visible and record the GPS coordinates of the stump location. This information shall be logged into the Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day.

d) Contractor shall inspect each DDHTR contractor truck supporting work on each property or segment of ROW to ensure that each has a safety check placard, issued by the Contractor's DOT commercial truck inspector teams.

- e) Contractor shall monitor the tree removal crew's activities for compliance with any health and safety or environmental controls and/or activities (i.e. controlling dust, traffic control, water run-off of burn ash, etc.) which should be addressed during the hazard tree felling, processing, removal, and transport Operations. Upon determination of a safety or environmental violation, the Contractor shall direct crew to stop work immediately and report to CalRecycle. If hazard tree removal Operations are being conducted prior to structural debris removal or the completion of the soil confirmation process, Contractor will advise the DDHTR contractor's hazard tree removal personnel and equipment on how to avoid disturbance to structural debris footprints. The Contractor will report any disturbance to structural debris removal footprints to the OSC.
 - f) Contractor shall monitor and advise the DDHTR contractor about minimizing the release of dust and sawdust from their work Contractor shall verify installed, on-property storm water BMPs, such as chipped slash, wattles, erosion control matts (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, ensure that they are not disturbed by the Tree Removal Operation.
 - g) After tree felling and removal, Contractor shall document and ensure the DDHTR contractor's installation of new stormwater BMPs necessary to meet Operational permits enforced by California Department of Forestry and Fire Protection (CAL FIRE) and Operationally required BMPs to minimize both soil erosion and generated sawdust from being carried down to local waterways and streambeds.
 - h) Contractor shall confirm that environmental and/or archaeological BMPs or AMMs required are in place and noted to the DDHTR contractor prior to commencing Tree Removal Operations. The DDHTR contractor will not be allowed to work on any property that is not appropriately protected per the Operational permits enforced by CalFire. If the necessary measures are not in place, the Contractor shall direct the crew to stop work immediately and report to the OSC.
 - i) Contractor shall complete and submit daily activity logs per property documenting Contractor and DDHTR contractor field labor staff and hours, equipment used, trucks that hauled materials from the property, and log storage and processing yards or timber end use locations.
 - j) Contractor shall inspect traffic control devices and procedures for compliance with the operation-specific traffic control plan.
 - k) Contractor shall obtain site completion approval from OSC once all designated hazard trees have been removed from the property to allow for a final walk through by the OSC or designee.
- 4) MONITORING AND OVERSIGHT RELATING TO HAULING, PROCESSING, AND END USE OF HAZARD TREES

Contractor shall perform the following monitoring and oversight tasks related to the hauling, processing, and end use of hazard trees:

- a) Document instances where CalRecycle has directed DDHTR Contractor to leave felled trees in place.
- b) Track each truck and weigh-in the tonnage of vegetative debris entering and leaving the log storage and processing yards.
- c) Track each truck and weigh-in the tonnage of vegetative debris entering end use facilities.

- d) Track each tree log that is brought to an end use facility.
- e) Photograph each truck, including identifying information and load contents, delivering vegetative debris and/or wood materials to each end use facility.
- f) Verify and document: 1) source of wood materials (i.e., ROWs or private properties) that are in the truck payloads, 2) quantity of materials delivered by each truck, 3) safety and inspection stickers on the transportation trucks.
- g) Weigh and document truck weights or trucks taken from the tree removal locations directly to end use facilities with temporary scales provided by the DDHTR contractor.

E. OVERALL PROJECT-WIDE DATA MANAGEMENT REQUIREMENTS

Contractor shall provide and perform the following information and data management services and tasks in support of State planning, environmental, and Operational needs:

1) GIS SERVICES

- a) GIS and Data Management: Manage all Disaster Debris Operations data and Hazard Tree Removal Operations data, including all project related data requirements as specified by the IMT, with software approved by CalRecycle.
- b) Conduct and maintain an inventory of State-provided surveys, dashboards, groups, and GIS layers.
- c) Enter and track all parcels enrolled in the State's debris removal program. Update enrolled parcels that either withdraw or are deemed ineligible.
- d) Reconcile County eligible parcel data with the State parcel layer.
- e) ROW Map Segments: Provide dynamic area maps in a standardized, geographically based, GIS-produced system.
- f) Develop a ROW map segment system, breaking eligible ROWs into discrete static segments, as necessary.
- g) Update parcel status after the completion of each disaster debris or, hazard tree removal step or function, from initial SA to final sign off.
- h) Conduct and maintain an inventory of CalRecycle and other agency incident provided surveys, dashboards, groups, and GIS layers.
- i) Manage data access to ensure CalRecycle, the IMT, Contractor, DDHTR contractor, and Tribal staff have proper access.
- j) Ensure Automated Data Monitoring System (ADMS) software and platforms integrate Operational, planning, and environmental needs information directly with data management system(s), as specified by CalRecycle, such that the data recorded through ADMS software integrates with the Contractor's GIS database (e.g., trees plotted according to their coordinates, with all recorded information and photos included). Contractor's GIS responsibilities include the support, management and maintenance of other Agency databases as directed by CalRecycle (e.g., Cal OES, DTSC, or other). If required, Contractor shall prepare a GIS transition plan.
- k) Investigate and highlight discrepancies between various agency datasets, including GIS errors and APN discrepancies, to allow reconciliation of datasets.

- l) If necessary, repair coding scripts in data management system(s), as specified by CalRecycle.
- m) Update, maintain, and provide developed data, web maps, applications, and dashboards.
- n) Assess and repair scripting routines developed by CalRecycle and other agencies, related to the State data management system(s) data access.
- o) Connect the State's data management system(s) to the Contractor's ADMS, allowing for real time updating of the State's data management system(s) and any Public Facing Map (PFM).
- p) Manually update the PFM, as requested by CalRecycle.
- q) Automate PFM updates and the Incident Action Plan (IAP) and Schedulers for crew dispatching and property scheduling. This may require the development of Microsoft Structured Query Language (SQL) Server Integration Services (SSIS) routines or other specified software by CalRecycle, which will take information from the State and Private Program ROE Trackers and populate a database linked to the parcel data powering the PFM.
- r) Develop individual property maps for viewing by field staff to assist in locating property 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.
- s) Create collector maps, as requested by CalRecycle, for the field staff.
- t) Complete requests from CalRecycle for data and application updates.
- u) Update datasets and maps of eligible roads, as applicable to the Operation.
- v) Incorporate information related to road closures and related detours as notified by other agencies (e.g. a public works department, public safety officials, or utility companies).
- w) Develop automated workflow to share deliverables with CalRecycle using SharePoint, Box, or similar platform.
- x) Provide for an electronic Final Sign Off (FSO) survey form and tablets (to download the form) for use by CalRecycle. FSO Surveys shall include the ability to generate reports, including documentation to be determined by the IMT.
- y) Provide a system for intaking, tracking, and addressing damage claim forms from TFLs, property owners, or other Operations staff. Provide for electronic tracking and sharing of damage claim information.
- z) Perform frequent and thorough quality control reviews, as determined by CalRecycle, on the State-approved ROW data and attach available photographs.
- aa) Ensure that personnel are identified for data review and correction. All data shall be continuously reviewed, and quality checked and updated in a timely manner when discrepancies are identified.
- bb) Publish all data twenty-four (24) hours of daily completed work. This includes, but is not limited to, data that populates the PFM, scheduling systems, and invoice documents.

2) PROJECT COMPLETION DOCUMENTATION

- a) Prepare Final Site Reports for each property and segment of ROW, summarizing all work performed, including pre-debris removal, pre-tree removal, post-debris, and post-tree removal

conditions as well as work performed during debris and tree removal. Documentation shall include, but is not limited to, 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 BMPs conducted on the property, and an indication of any unique or unexpected circumstances that occurred during the Disaster Debris and Hazard Tree Removal Operations, or any other documentation determined to be needed by the IMT. Each report shall include photos from throughout the Operation including both pre- and post-Operations for both functions. The Final Site Report format and content is subject to CalRecycle approval.

- b) Conduct an after-action meeting summarizing the Operation with CalRecycle, the IMT, and other consultants, contractors, and stakeholders to evaluate the overall operation and recommend improvement to the means and methods of the operation. 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 for CalRecycle to track improvement action items. The final report shall include an evaluation of BMPs instituted for this operation. The report shall include a comparison to historical similar or comparable Operations to recommend to CalRecycle enhancements to the effectiveness and efficiencies of its emergency recovery Operations. Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.
- c) Provide cost summary information as part of the close out process. Such information is required prior to release of payment withholding as specified in this Agreement. Refer to the ICS 214 and Attachment C of RFP DRR210248, Cost Summary Template, for a sample. Contractor shall provide electronic versions in the format specified by CalRecycle.
- d) Incorporate CalRecycle edits to the final report and provide the final version electronically in the format specified by CalRecycle.

3) SUPPORTING DOCUMENTATION

Collect, develop, draft, edit, circulate for signatory authorization, manage, organize, maintain, and store all DDHTR contractor contracts, invoices, reports (including if applicable, Tribal reports that include collecting, organizing, and maintaining accurate records of Tribal Monitoring activities documented during the operation), and other pertinent documentation, which may be required by applicable state or federal requirements in support of operation expense reimbursement (Project Documentation). Examples of Project Documentation include, but are not limited to, work orders, change orders, Activity Log (ICS 214) form, invoices and related supporting information, operation reports, damage claims, electronic mail, meeting minutes, project descriptions, data, photographs, videos, road surveys, tickets, and all other media documenting contract-related decisions. Contractor may also be required to similarly collect and manage ICS 214 forms generated by CalRecycle and other agencies and/or contractors. All documentation must be finalized and submitted within two (2) months of receiving the final invoice from the DDHTR contractor, unless otherwise specified by CalRecycle.

4) DOCUMENT RETENTION AND CONTROL

Establish, organize, maintain, and provide, according to applicable State or Federal law, an information management system for ultimate use and ownership by CalRecycle to manage and maintain all Project Documents and data between the DDHTR contractor, the Tribe(s), CalRecycle, and any other designated state agency, for CalRecycle's record.

5) COST VALIDATION

Provide validation and verification of all costs claimed on all invoices submitted to CalRecycle by the DDHTR contractor and Tribe(s). 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, the DDHTR contractor, and other supporting documentation. Also validate and verify the Tribal Monitor time invoiced versus reported on the Activity Log (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, the Contractor shall complete its review of the Tribal Monitoring invoice and issue a Payment Recommendation Report, or in case of a discrepancy, shall provide written notice of dispute to CalRecycle.

Provide quality assurance and examination services for all of the DDHTR 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. Contractor shall verify that all DDHTR contractor and Tribal Monitor invoices comply with the invoicing standards listed in Exhibit B, Section 1.C.

6) BUDGET TRACKING AND REPORTING

Collect, manage and track invoice payment amounts, payments made by the State Controller's Office, work order numbers, amendments, retention amounts, projected remaining budget amounts, other relevant invoice information, and maintain all invoice documentation, cost tracking, budget analyses, and budget projections. Contractor shall provide the following items:

- a) Daily Dispatch Reports for the Contractor, at a minimum shall include a tally of predicted staff deployment and other resources or metrics, as directed by the IMT. The Daily Dispatch shall be provided to the IMT by 6:00PM PT, or as otherwise specified by CalRecycle, on the day prior to the date of expected work.
- b) Daily Budget Status Reports for the Contractor, the DDHTR contractors, and any Tribe(s). The daily budget status reports shall include tallies (including debris stream tonnages), costs, projections, invoice progress reports, and evaluation of integrity controls and recommendations for each respective contractor and Tribe(s).
- c) Monthly Budget Project Completion Status Reports, due at the first of each month, or as specified in the User Agreement, shall summarize the previous months' daily budget status reports and make budget projections through the end of the DDHTR contractor contract term, including a projection of project completion status.
- d) Create on-demand budget reports based upon data collected by the Contractor as specified by CalRecycle or designee(s).

7) DOCUMENTATION DELIVERABLES

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. 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 invoice from the DDHTR contractor, unless otherwise specified by CalRecycle.

8) INTEGRITY CONTROLS

Develop and implement recommended integrity controls, including fraud prevention and detection measures and protocols and identification of potential conflicts of interests, as directed by CalRecycle.

9) ADMINISTRATIVE RECORD

Compile, organize, maintain, and provide a complete administrative record of the Operation that shall be the ultimate property of CalRecycle.

10) FINANCIAL REPORT

Prepare a financial report that includes total costs incurred in the Operation and information for each individual property within the counties served, by county, and segments of rights of way also separating those segments by counties served in a manner and level of detail acceptable to CalRecycle. 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 ROW and private property (APN) separated by county (if applicable). 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, Cal OES, FEMA (if applicable), and insurers for use in insurance cost reconciliation. A preliminary draft financial report shall be provided to CalRecycle no later than two months from receiving the notice to proceed or one-third of the way through the IMT anticipated field operation length (whichever comes first), for purposes of approving the report format and supporting level of supporting documentation. The draft financial report shall be provided to CalRecycle within two (2) months of receipt of the final Contractor invoice, unless otherwise specified by CalRecycle, for final review and comment. The final financial report shall be due within one (1) month of receiving CalRecycle comments on the draft, but no later than the end date of this Agreement. Reports shall follow digital ADA compliance standards to ensure accessibility, as specified by CalRecycle.

3. STAFF MINIMUM REQUIREMENTS

Contractor shall provide staff to perform services meeting the minimum requirements for each classification identified in this Agreement. Contractor's failure to provide staff meeting the minimum requirements shall be cause for termination of a classification or, at CalRecycle's discretion, the contract in its entirety.

Contractor's staff shall perform the tasks required to provide services to CalRecycle's satisfaction under the terms and conditions of this Agreement, consistent with required experience, certification, license, and/or education required herein. Contractor shall render services as stated and as required by applicable law. Staff shall perform services in accordance with federal, state laws and regulations, and CalRecycle policies and procedures. Staff shall at all times comply with safety precautions and maintain CalRecycle defined security measures to ensure a safe work environment.

CalRecycle reserves the right to reject any recommended staff at any time.

A. ROLES

The following are CalRecycle's requirements for the specific roles and responsibilities of Contractor's staff in the performance of this Agreement. All staff conducting work in and around the Debris Removal and Hazard Tree Removal Operations shall be trained in industry and Operational specific safety training prior to commencing work. Contractor's staff will work collaboratively with the State IMT to meet Operation objectives, facilitate effective field supervision, resolve issues as they arise, and ensure Operational efficiency. If required, Contractor shall integrate staff into the State's overall operation management structure, as directed by CalRecycle.

All staff must be persons with training provided by Contractor that is applicable to their duties and satisfies the minimum qualifications set forth herein.

1) PROGRAM MANAGER

The Program Manager is responsible for overseeing the Operations of Contractor's staff deployed as part of the Contractor Incident Management Team. This position is dedicated to making sure that the Operation has sufficient staff, equipment and materials to complete the work defined by the State's Incident Commander, Operations Section Chief, Planning Section Chief, Logistics Unit Leader, and the State's Finance Section Chief/Contract Manager (FSC or CM) Manager.

Experience

This classification must have a minimum of five (5) years experience in managing or overseeing one or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

Must also have experience managing multi-disciplined professionals and overseeing debris and tree monitoring and removal contracts or other similar environmental remediation project.

And

Education

This classification requires the possession of a Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

2) INCIDENT COMMANDER

The Incident Commander (IC) shall be responsible for overseeing the on-site Contractor ICS staff and be full-time in the field.

Experience

This classification must have a minimum of five (5) years' experience managing or overseeing one or more of the following; construction Operations, demolition Operations, debris removal

Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

Must also have experience managing multi-disciplined professionals and overseeing debris and tree monitoring and removal contracts or other similar environmental remediation project.

And

Education

This classification requires the possession of a Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

3) HEALTH AND SAFETY OFFICER

The Health and Safety Officer shall prepare the Safe Work Plan that is reviewed and signed by a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH). The Health and Safety Officer shall be responsible for implementing a Safe Work Plan covering all Contractor Activities, listed in this SOW, for Contractor's staff and/or Contractor's Subcontractors, and State staff at all the hazard tree removal and processing sites. The Health and Safety Officer shall coordinate with the other Safety Officers provided by the State and the DDHTR contractor.

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

Experience

This classification must have a minimum of two (2) years field experience with debris Operations, environmental remediation Operations or comparable experience to oversee and/or perform the tasks outlined in the Scope of Services.

And

Education

This classification requires the possession of a Bachelor's Degree and must be a registered safety professional (CIH or CSP).

In addition, the Health and Safety Officer must have a HAZWOPER Certification.

4) OPERATIONS SECTION CHIEF

The Operations Section Chief (OSC) will be responsible for developing and implementing strategy and tactics to accomplish the operation objectives by directing and/or supervising all aspects of the Disaster Debris and Hazard Tree Removal Operation, including assessments, monitoring, and removal Operations. The OSC will coordinate closely with the CalRecycle OSC to support overall field Operations management. The OSC's duties include but are not limited to:

- a) Direct management of all operation -related Operational activities.

- b) Support the IC, the PSC, Branch Directors, Division Supervisors, and the RPF (in formulating and updating the Operational permits enforced by CalFire).
- c) Establish and direct all tactical objectives for each Operational period.
- d) Organize, assign, and supervise all the field operation resources assigned to the operation.
- e) Direct the Operations Team
- f) Record, maintain documentation, and track all damage claims submitted to the IMT, the counties, the Task Force Leaders, and Contractor's IMT.

Experience

This classification must have a minimum of five (5) years experience managing or overseeing one or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

And

Education

This classification requires the possession of a Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or management.

Must have current HAZWOPER Certification and fit testing as well as a HAZWOPER Certification for supervisors.

5) REGISTERED PROFESSIONAL FORESTER

The Registered Professional Foresters (RPFs) shall help the State and the IMT manage the DDHTR contractor and Subcontractors to ensure the proper implementation of the California Forest Practice Rules for Operational permits enforced by CalFire. The RPFs duties include but are not limited to:

- a) Assist the hazard tree removal contractor's LTO in obtaining Timber Harvest Plans/ Conversion Exemptions (THPs/CEs) for each subarea.
- b) 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.
- c) Train all Arborists as to how trees will be assessed as part of the specific Operations, for consistency of assessments.
- d) 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.

Experience

This classification must have a minimum of seven (7) years experience, at least three (3) years must be the lead of forestry work, or forestry work under the supervision of a person registered.

And

Education

This classification requires the possession of a Bachelor's Degree in forestry. Must be a RPF pursuant to California Forest Practice Rules, Public Resources Code (PRC), Division 1, Chapter 2.5, and Article 3.

6) ARBORIST (TRAQ)

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. The Arborists shall all be trained by the RPF as to how the hazard trees will be assessed for consistency of assessments during the operation.

At least 75% of Arborists provided under this Agreement shall have a minimum of three (3) years experience performing the duties of an Arborist.

Experience

This classification must have a minimum of two (2) years experience as a Certified Arborist.

And

Education

This classification requires a Certified Arborist (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).

7) BRANCH DIRECTOR

The Branch Director (BD) is responsible to supervise and support all Division Supervisors (responsible for both overseeing their Division Supervisors and supporting their tasks as well as coordinating with the DDHTR contractor to address field activities concerns/issues) and to report back to the OSC and IC about status or issues/concerns with Operations in their purview. The duties for this position include:

- a) Comply with and perform the requirements included in the DDHTR contractor's contract, the Special Provisions, and the Operational permits enforced by CAL FIRE (that covers their logistical area, provided by the PSC and the Lead RPF).
- b) Provide and/or verify that the Division Supervisors are properly trained to conduct the work assigned.
- c) Provide direct supervision of and direction to the Division Supervisor and the work they are conducting.
- d) Inform the OSC of issues and concerns learned from within the Branch from the DS's and TFLs. The BD shall provide suggestions on more efficient and effective improvements to the operation.
- e) Provide the necessary health and safety equipment and materials required for the Division Supervisors for the work they are conducting.
- f) Provide the forms, tools, and communication equipment to keep in contact with the Division Supervisor at all times.

- g) Report directly to the OSC and be the line of contact between the OSC and the Division Supervisors in fulfilling the responsibilities of the Branch as assigned by the OSC.

Experience

This classification must have a minimum of three (3) years' experience managing or overseeing one or more of the following; construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations. Works directly with the OSC and/or the DOSC.

And

Education

Must have current HAZWOPER Certification and fit testing.

8) DIVISION SUPERVISOR

The Division Supervisors (DSs) are responsible to supervise and support all Task Force Leaders (both responsible for overseeing the DDHTR contractor's Field Activities including documenting the trees removed from each property within their logistical area of supervision and working with the DDHTR contractor's Superintendents addressing Operational issues) and other staff/resources assigned to their Division, and reporting their status to the BD. The duties for this position include:

- a) Comply and perform the requirements included in the DDHTR contractor's contract, the Special Provisions, and the Operational permits enforced by CAL FIRE (that covers their logistical area, provided by the PSC and the Lead Forester).
- b) Provide and/or verify that the Task Force Leaders are properly trained to conduct the work assigned.
- c) Provide direct supervision of and direction to the Task Force Leaders and the work they are conducting.
- d) Inform the BD of issues or suggestions on how to conduct the Operation more efficiently and effectively.
- e) Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting.
- f) Provide the forms, tools, and communication equipment to keep in contact with the Task Force Leaders at all times.
- g) Report directly to the BD and be the line of contact between the BD and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OSC.

Experience

This classification must have a minimum of (3) years experience managing or overseeing one or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or fixed works Operations.

And

Education

Must have current HAZWOPER Certification and fit testing.

9) TASK FORCE LEADER

Task Force Leaders include:

- a) Task Force Leader – Debris Assessments or Removal Monitor
- b) Task Force Leader – Hazard Tree Assessments or Tree Removal Monitors
- c) Task Force Leader – Materials Receiving Facilities

Task Force Leaders (TFLs) shall be selected and assigned by Contractor's Program Manager and report directly to and work for the DS, the BD, and ultimately the OSC. The TFLs are responsible for conducting Site Assessments, working with the disaster 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 CM, in support of the IMT. The TFL will ensure Operations are conducted in accordance with the terms of this agreement, including the Special Provisions. Additionally, the TFLs shall:

- a) Bring to each property, 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.
- b) Attend all OSC and/or DDHTR contractor initiated safety meetings to discuss possible personal and community hazards.
- c) Carry out, under the direction of the OSC, the BD, and the DS, the Operational permits enforced by CAL FIRE requirements for each individual property assigned, and to read and follow the property owners' directions, listed on the signed and county approved ROE forms or within the town or county ROWs.
- d) 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.
- e) Complete and submit to PSC and/or any additional governmental agency all documentation that is required for CalRecycle to validate work for all covered trees removed and related costs.
- f) Provide daily oral status reports to the DS, the BD, and the OSC, or designees, at the end of each day.
- g) Coordinate and work cooperatively with the DDHTR contractor, air sampling consultants, the State Health and Safety Officer, and the DDHTR contractor's Health and Safety Officers, and other Operations officials, as determined by the IMT.
- h) Coordinate and communicate with the State OSC and PSC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the DDHTR contractor.
- i) Be present during any disaster debris removal or hazard tree related activities, and related on-site management, during Operational hours unless otherwise stated by the OSC.
- j) Perform other requests as directed by CalRecycle, in consultation with the OSC and/or the PSC, the CM, and/or the IMT.
- k) Document each tree that is chipped and taken to the end use facilities.

Experience

This classification must have a minimum of two (2) years experience as TFL overseeing contractors on debris removal and hazard tree removal Operations and/or with performing environmental field services in support of environmental remediation or other environmental or construction inspection projects.

And

Education

This classification requires the possession of a Bachelor's Degree from an accredited college or university. Alternatively, this classification can have a two (2) year degree from a community college and two (2) years of construction inspection experience.

Must have current HAZWOPER Certification and fit testing.

10) CERTIFIED ASBESTOS CONSULTANT

This classification serves as a Certified Asbestos Consultant (CAC), per CalOSHA requirements and per the California Department of Industrial Relations (DIR). Per Title 8, CCR, Article 2.6, Section 341.15 f. This position requires current CAC Certification.

Based on the general age of the homes that were impacted by the fire Operation, 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 DTSC Report summarizing their initial findings based on their preliminary hazardous waste assessment for Asbestos Containing Material (ACM) for these properties.

- a) 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.
- b) 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 BMPs 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.
- c) As determined by the PSC and/or OSC and/or it is a stated requirement in the Special Provisions air monitoring 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 TFLs staff shall also be required to prepare an Air Monitoring Plan, to be approved by both an appropriately certified professional and CalRecycle.
- d) Pursuant to the approved Air Monitoring Plan, the Environmental TFL shall implement such plan, at the direction of the certified professional that approved the plan. The Environmental

TFL 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.

Experience

This classification must have a minimum of five (5) years of field experience, in assessing asbestos post-fire conditions.

And

Education

This classification requires the possession of a Bachelor's Degree. This position requires current CAC Certification.

11) CERTIFIED SITE SURVEILLANCE TECHNICIAN

This classification serves as a Certified Site Surveillance Technician (CSSTs) per Cal OSHA requirements and per DIR. Per Title 8, CCR, Article 2.6, Section 341.15 f. This position requires a current CSST Certification. The CSST works under the direction of a CAC.

Based on the general age of the homes that were impacted by the fire Operation, 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 DTSC Report summarizing their initial findings based on their preliminary hazardous waste assessment for Asbestos Containing Material (ACM) for these properties.

- a) 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.
- b) 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 BMPs 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.
- c) If 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 TFLs staff shall prepare an Air Monitoring Plan, approved by both an appropriately certified professional and CalRecycle.
- d) If an Air Monitoring Plan is prepared, the Environmental TFL shall implement such plan, at the direction of the certified professional that approved the plan. The Environmental TFL 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.

Experience

This classification must have a minimum of two (2) years of field experience, in assessing asbestos post-fire conditions.

And

Education

This classification requires the possession of a Bachelor's Degree. This position requires a current CSST Certification.

12) ENVIRONMENTAL UNIT LEADER

Environmental Unit Leaders include:

- a) Environmental Unit Leader/ Water Quality BMPs
- b) Environmental Unit Leader/ Site Assessment/Soil Sampling
- c) Environmental Unit Leader/ Air Quality

The Environmental Unit Leaders (EULs), under the direction of their respective EUL Supervisors, will be responsible for overseeing and supporting the field work conducted by the water quality professionals, Biologists and Archaeologists in addressing the environmental requirements of the disaster debris removal and hazard tree EPP and ECC requirements, inclusive of meeting the Forest Practice Rules environmental protection measures (as appropriate).

The Site Assessment/Soil Sampling EUL shall also be qualified to use XRF equipment.

Experience

This classification must have a minimum of two (2) years experience as EUL overseeing Biologists and Archaeologists on debris removal and hazard tree removal Operations or similar projects.

And

Education

The EUL classification requires the possession of a Bachelor of Science in a biology, chemistry or related scientific field from an accredited college or university.

13) ENVIRONMENTAL GROUP SUPERVISOR /WATER QUALITY

The Water Quality Group Supervisor (WQ-EGS) will be responsible for training and directing the Water Quality EULs in assessing parcels for the appropriate BMPs to be used to meet the federal, state, regional and local water quality protection requirements. The EULs, under the WQ-EGS's supervision will also inspect the BMPs installed by the DDHTR contractor. The WQ-EGS must hold a Construction General Permit Qualified SWPPP Practitioner (QSP) and/or a Qualified SWPPP Developer (QSD) as certified.

Experience

This classification must have a minimum of five (5) years of field experience conducting stormwater bmp systems design, construction and/or bmp systems monitoring or other comparable background.

And

Education

This classification requires the possession of a Bachelor's Degree in civil engineering, geology, engineering geology or similar technical field. Must have one of the three professional licenses with the California Board of Professional Engineers, Land Surveyors or Geologists at the Department of Consumer Affairs in the state of California. The classification must also be trained and certified as a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and/or a Qualified SWPPP Practitioner (QSP) by the State Water Resources Control Board (SWRCB) or SWRCB approved program. Must have received training by degreed professionals experienced in stormwater BMP systems design and/or construction.

14) ENVIRONMENTAL GROUP SUPERVISOR – ENVIRONMENTAL PERMITTING

Provide an Environmental Group Supervisor (EP-EGS) to assist the RPFs and CalRecycle in preparing and overseeing the appropriate implementation of each of the water quality BMPs required in the Operational permits enforced by CAL FIRE with respect to CEQA and NEPA environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency Operations, summarized in the EPP.

Experience

This classification must have a minimum of five (5) years of environmental protection permit preparation including experience in preparing California Environmental Impact Reports (EIRs) and/or monitoring the implementation of required environmental impact mitigation measures. This classification must also have experience in preparing environmental permit documents, coordinating with federal, state and regional resource agencies in obtaining such permits and overseeing the implementation of the environmental protective permit requirements.

And

Education

This classification requires the possession of a minimum of a Bachelor's Degree in environmental science, geography, environmental engineering field or other applicable field of science.

15) ENVIRONMENTAL GROUP SUPERVISOR – SITE ASSESSMENT/SOIL SAMPLING

The Site Assessment/Soil Sampling Group Supervisor (SA-EGS/ SS-EGS) shall oversee the environmental assessment EUL staff assessing and documenting the disaster debris on program properties. The SA/SS US shall also ensure that the data collected but he EULs are uploaded to

the Contractor's database system by the end of the day and that the data is reviewed for quality assurance by noon the following work day.

The SA/SS US shall also direct and supervise the soil sampling EULs, once directed by CalRecycle, as to the sites ready for soil sampling. The SA/SS EU shall also be responsible to determine the decision units for each APN based on the requirements of the Special Provisions.

Experience

This classification must have a minimum of five (5) years of environmental site assessments for disaster debris removal Operations and/or environmental remediation or environmental assessment soil sampling experience. Also, have experience conducting environmental field monitoring programs or other comparable background.

And

Education

This classification requires the possession of a Bachelor's Degree in a field of geology or similar field and shall have a professional geologist or engineering geologist license.

16) ENVIRONMENTAL GROUP SUPERVISOR/ AIR QUALITY

The Air Quality Group Supervisor (AQ-EGS) 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 DSs /Air Quality is responsible for providing and implementing an air monitoring and sampling plan.

Experience

This classification must have a minimum of five (5) years of environmental permitting experience. Experience shall include understanding and preparation of documents meeting CEQA and NEPA environmental review requirements as well as the implementation of such requirements. Also, have experience conducting environmental field monitoring programs or other comparable background.

And

Education

This classification requires the possession of a minimum of a Bachelor's Degree in a field of science or environmental engineering, or other applicable area of science.

17) ENVIRONMENTAL GROUP MANAGER/SENIOR ENVIRONMENTAL SPECIALIST

Provide an Environmental Group Manager/Senior Environmental Specialist will act as the overall environmental services manager, directly supervising the EGSs listed above, coordinate with the RPFs and the OSC and the PSC to make sure that the environmental services are properly staffed and supported with field equipment, enough analytical laboratories, and other requirements to ensure an efficient and timely environmental services in support of the operation.

Experience

This classification must have a minimum of seven (7) years of supervising or managing environmental aspects of disaster debris removal Operations, environmental protective mitigation measure implementation, environmental permit bmp installation and/or environmental remediation field programs environmental support experience. Also, have experience directing/managing environmental field monitoring programs or other comparable background.

And

Education

This classification requires the possession of a minimum of a Bachelor's Degree in a field of science or environmental engineering.

18)DATA/PACKET MANAGER

The Data Packet manager shall electronically manage and track all the site documentation including, but not limited to the following: ROEs (or source ROW segment), all site documentation, and daily activity documentation, trucking documentation, damage claim records, and site data reconciliation with the DDHTR contractor. The Data/Package Manager shall compile documentation for cost tracking and reconciliation.

The Data/Package 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.

Experience

This classification must have a minimum of two (2) years experience electronically managing and tracking site documentation on debris removal and hazard tree removal Operations.

And

Education

This classification requires the possession of a Bachelor's Degree in Information Technology (IT) database, finance or applicable field.

19)PLANNING SECTION CHIEF

Planning Section Chief (PSC) responsible for either the Disaster Debris Removal Operation or the Hazard Tree Removal Operation, shall oversee the collection, evaluation, and dissemination of Operational information related to the operation. The PSC's responsibility shall prepare and assist the OSC in implementing the Disaster Debris and Hazard Tree Removal Operations, as well as track the status of all operation resources and all the preparations of the data management form, and the final dispositions of each property that has entered into the tree removal program. The PSC may work in tandem with the State PSC in planning field Operations (developing work assignments for all operation resources, tracking status of those assignments, redirecting resources as needed, and other duties), or may be solely responsible for coordinating planning field Operations.

Experience

This classification must have a minimum of five (5) years experience managing or overseeing or supporting one or more of the following: construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or other similar size staff management Operations.

And

Education

This classification requires the possession of an Associate's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

20)DEPUTY PLANNING SECTION CHIEF

Deputy Planning Section Chiefs (DPSCs) support the PSC overseeing either the Disaster Debris Removal Operation or the Hazard Tree Removal Operation. DPSCs assist the PSC in overseeing the collection, evaluation, and dissemination of Operational information related to the operation. It is the DPSCs responsibility to prepare and assist the PSC in implementing the Disaster Debris and Hazard Tree Removal Operations Planning, as well as track the status of all operation 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 Deputy Planning Section Chief shall be prepared and qualified to fulfill the requirements of the Planning Section Chief role.

Experience

This classification must have a minimum of five (5) years' experience managing or overseeing or supporting one or more of the following; construction Operations, demolition Operations, debris removal Operations, environmental remediation teams, hazard tree removal Operations or other similar size staff management Operations.

And

Education

This classification requires the possession of an Associates' Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, environmental engineering, environmental science, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

21)GIS PROFESSIONAL

GIS professional shall be responsible for taking all local fire Operation 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 PSC, OSC, and the FSC/CM 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-compatible system with the State's GIS systems and standards.

Experience

This classification must have a minimum of three (3) years experience in GIS and other database management systems. The GIS Professional must be able to implement principles of data management, perform geospatial analysis, and demonstrate proficiency in mapping, visualization, sharing content. Experience should include the installation, configuration, and support of ArcGIS Enterprise.

And

Education

This classification requires the possession of a Bachelor's Degree or professional certification in geographic information science, computer science, or a related field.

22) FINANCE SECTION CHIEF

Finance Section Chiefs (FSCs) are responsible for the Contractor's financial and cost analysis and cost efficiency aspects of the Disaster Debris Removal Operation and for the Hazard Tree Removal Operation. These include the DDHTR contractor's' Agreement negotiations (if appropriate), recording or auditing staff and equipment time, documenting and processing claims for accidents and injuries occurring at the operation, and keeping a running tally of the quantities and costs associated with the operation. The FSC will work cooperatively in support of the IC and the operation requirements as defined by the IC, Cal OES and CalRecycle, with concurrence of CalRecycle's Chief Accounting Officer. CalRecycle will likely use the Contractor's FSC as support to CalRecycle's own FSC/CM but requires the Contractor's FSC to be fully qualified to assist and even take over the role on as as-needed basis.

The FSC is responsible for the following:

- a) Assist CalRecycle in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.
- b) Assist the CalRecycle FSC in continuously monitoring the DDHTR 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.
- c) Prepare or support CalRecycle staff in the implementation of the DDHTR contractor(s) contract.
- d) Support CalRecycle staff in the oversight and implementation of the DDHTR contractors(s) contract.
- e) Assist CalRecycle staff in setting up the DDHTR 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 the needs of CalRecycle and Cal OES for ease of state and/or Federal (if applicable) reimbursement.

- f) Establish a detailed database collection and management system to enhance the Contractor invoicing, invoice review process, and audit capabilities, at the CalRecycle FSC/CM's direction with concurrence of CalRecycle's Chief Accounting Officer. 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 (if applicable), ineligible, and community costs by invoice number and payment amount, as directed by the CalRecycle FSC, with concurrence of CalRecycle's Chief Accounting Officer.
- g) Implement Changes to the tickets issued by TFLs to include Change Orders, as directed by the FSC.
- h) Under the direction of CalRecycle's Chief Accounting Officer, 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. At a minimum, the detailed review shall ensure that:
 - I. 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.
 - II. Invoices are itemized and presented in accordance with contract provisions, and that charges are broken out as appropriate, such as by task, project, subcontractor amounts and services. Invoices must contain supporting documentation as defined by CalRecycle's Chief Accounting Officer.
 - III. 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.
 - IV. Document the authority to obtain the goods or services.
 - V. Invoices are not duplicate, and payment has not been previously been made.
- i) 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.

Experience

This classification must have a minimum of five (5) years experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

And

Education

This classification requires the possession of a Bachelor's Degree from an accredited institution in accounting, finance, business, or related disciplines. The FSC, or DFSC, shall also be a certified public accountant (CPA).

23)DEPUTY FINANCE SECTION CHIEF

Deputy Finance Section Chiefs (DFSCs) are responsible for supporting the FSC and in managing the Contractor's financial and cost analysis and cost efficiency aspects of the Disaster

Debris Removal Operation and for the Hazard Tree Removal Operation. These include the DDHTR contractor's contract negotiations (if appropriate), recording or auditing staff and equipment time, documenting and processing claims for accidents and injuries occurring at the operation, and keeping a running tally of the quantities and costs associated with the operation.

The Deputy Finance Section Chief shall fulfill the minimum qualifications of the Finance Section Chief role if and as necessary.

Experience

This classification must have a minimum of five (5) years experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

And

Education

This classification requires the possession of a Bachelor's Degree from an accredited institution in accounting, finance, business, or related disciplines. The FSC, or DFSC, shall also be a certified public accountant (CPA).

24)ADMINISTRATIVE STAFF RESPONSIBILITIES

Administrative Staff include:

- a) Field Accounting and Administrative Staff
- b) Accounting and Administrative Staff
- c) Office Accounting and Administrative Staff

Administrative staff shall be selected by Contractor's Program Manager and report directly to the State PSC supporting the disaster debris and hazard tree removal functions. The services to be provided include:

- a) Develop with the DDHTR contractor and CalRecycle 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.
- b) Track disaster debris and hazard trees removed, hauled, and deposited at final destinations by managing daily work sheets prepared by the TFLs, and collecting and collating truck tickets and destination (landfill, recycle facility, end use facility, etc.) tickets from each cleanup property on a daily basis.
- c) Tabulate and reporting daily and total project quantities for the disaster debris and hazard tree removal functions.
- d) Receive, review, and compare Contractor invoices with the daily logs and materials disposal tickets for costs expended.
- e) Evaluate invoices to verify that all costs have been charged per the Agreement approved unit rates.
- f) Report to the Finance Lead any discrepancies between the daily logs, other per lot documentation, and the invoices.
- g) Other administrative requests made by either the PSC or the FSC/CM.

Experience

This classification must have a minimum of two (2) years experience providing accounting, bookkeeping, finance, administration and capable of supporting the FSC and DFSC required duties for Disaster Debris Removal or Hazard Tree Removal Operations.

And

Education

This classification requires the possession of a Bachelor's Degree.

25) SENIOR BIOLOGIST

The Senior Biologist shall help to direct and oversee the Biologists interpret and implement the EPP, the ECP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

The Senior Biologist shall train the Biologists so that they can conduct required environmental assessments and monitor the DDHTR contractor's debris removal and tree felling/removal crews to ensure they are implementing the ECP and operational permits enforced by EPP and/or ECP required BMPs and AMMs.

The Senior Biologist is responsible for directing and supervising the Biologists in California and Federal Endangered Species Act Section 7 and Clean Water Act compliance.

Experience

These classifications must have a minimum of five (5) years of field experience, in their respective fields.

And

Education

This classification requires the possession of a minimum of a Bachelor's Degree in biological science.

26) SENIOR ARCHAEOLOGISTS

The Senior Archaeologist shall help to direct and oversee the Archaeologists interpret and implement the EPP, the ECP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

The Senior Archeologist shall train the Archaeologists so that they can conduct required archaeological assessments and monitor the DDHTR contractor's debris removal and tree

falling/removal crews to ensure they are implementing the ECP and operational permits enforced by EPP and/or ECP required BMPs and AMMs.

The Senior Archaeologist will be responsible for directing, supervising, and/or carrying out actions required for compliance with Section 106 of the National Historic Preservation Act as directed by the IMT. These actions shall be conducted in coordination with Tribal Partners. The Senior Archaeologist who will need to meet the Secretary of the Interior's Professional Qualifications Standards for archaeology (36 CFR 61).

Experience

These classifications must have a minimum of five (5) years of field experience, in their respective fields.

And

Education

This classification requires the possession of a minimum of a Bachelor's Degree in archaeology.

27) ARCHAEOLOGISTS

The Archaeologists shall help to interpret and implement the EPP, the ECP and the operational permits enforced by the applicable resource agencies for environmental protection supporting documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

Archaeologists, trained by the Senior Archeologist, will conduct required archaeological assessments and monitor both of the DDHTR contractor's debris removal and tree felling/removal crews to ensure they are implementing the ECP and operational permits enforced by CalFire required BMPs and AMMs.

Contractor shall assign at least one Archaeologist (or Senior Archaeologist, if necessary) to be responsible for carrying out actions required for compliance with Section 106 of the National Historic Preservation Act as directed by the IMT. 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). The Senior Archaeology may also be tasked with developing relevant final reports for the Operation, at the request of CalRecycle.

Experience

This classification must have a minimum of three (3) years of field experience.

And

Education

These classifications requires the possession of a minimum of a Bachelor's Degree in archaeology

28) BIOLOGISTS

The Biologists shall help to interpret and implement the EPP, the ECP and the operational permits enforced by the applicable resource agencies for environmental protection supporting

documentation assessments as well as recommended environmental/historical BMPs and AMMs to protect these areas from negative impacts from the Operation.

Biologists, trained by the Senior Biologist, will conduct required environmental assessments and monitor both of the DDHTR contractor's debris removal and tree felling/removal crews to ensure they are implementing the ECP and operational permits enforced by CalFire required BMPs and AMMs. 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 Biologists are responsible for meeting the requirements, of the California and Federal Endangered Species Act Section 7 and Clean Water Act compliance.

Experience

This classification must have a minimum of three (3) years of field experience. At least one Biologist shall be required to have training in aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise). More may be necessary.

And

Education

These classifications requires the possession of a minimum of a Bachelor's Degree in biological science or archaeology, respectively.

29) PROFESSIONAL LAND SURVEYOR CREW

This classification serves as a two (2) member crew of a California Department of Consumer Affairs Certified Land Surveyor (Lead) and a Land Surveyor-in-Training (LSIT). The LSIT is under the direction of the Lead. The Survey Crew will include all required survey equipment to perform the services described in the SOW tasks above.

Experience

This Licensed Land Surveyor must have a minimum of fifteen (15) years of field experience (Lead) or one (1) year of experience (LSIT).

And

Education

This classification requires the possession of a Bachelor's Degree.

30) TRUCK INSPECTION CREWS (DOT LEVEL 1)

This classification serves as a two (2) member crew of DOT commercial truck inspectors. 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 operation. All

inspection records, both pass and fail, shall be submitted to the IMT within twenty-four (24) hours of the inspection.

- b) Provide two (2) person crews, as directed and determined by CalRecycle 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.
- 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 ten (10) percent of all previously certified trucks every thirty (30) days.

Experience

This classification must have a minimum of three (3) years experience performing a level one inspection for commercial trucks and conducting inspections for the California Highway Patrol (CHP) or under a contract for the CHP.

And

Education

This classification requires the possession of a two (2) year Community College Degree.

31) BRIDGE ENGINEER

The Bridge engineer shall have knowledge of methods, tools and equipment used in structure design, construction and maintenance; methods of stress analysis for both statically determinate and indeterminate structures, of the determination and influence of deflection on the stresses in structures and of design practices and bridge or structure engineering as applied to transportation related structures that can be applied to fire damaged/impacted bridges and other water crossings.

Shall have the skills and abilities to inspect all types of fire damaged and non-damaged bridges, major structures or transportation related buildings, including bridge foundations; analyze situations and adopt an effective course of action; prepare correspondence and reports to be submitted to the IMT.

Experience

Two years of engineering experience in the design, construction, and/or inspection of bridges, major structures, or transportation related buildings.

Experience shall include the preparation and/or reviewing of preliminary design studies, calculations detailed designs, construction drawings and specifications for bridges, major structures, or transportation related buildings.

And

Education

This classification requires the possession of a minimum of a bachelor's degree in Civil or Transportation Engineering. Possession of a valid certificate of registration as a civil engineer issued by the California State Board of Registration for Professional Engineers.

B. SUBSTITUTION OF KEY STAFF

Contractor shall obtain written approval prior to making any substitutions or alterations to the Contractor's originally proposed key staff in this Agreement, Subcontractors, and project organization. The Contractor shall petition CalRecycle to add or remove Contractor key staff or Subcontractors at any time during the life of this Agreement by providing the following information to CalRecycle in writing:

- 1) 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 perform in accordance with this Agreement.
- 2) A resume for the individual proposed to be added to the Contractor's staff.
- 3) A revised organizational chart for the Contractor's team depicting all Subcontractors and key staff.

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

4. MISCELLANEOUS SERVICES

A. TRIBAL MONITORING

Tribal Monitoring is incorporated as part of this Agreement as it relates to payment of Tribal Monitors as subcontractors to the Contractor. Rates established by the tribe(s) will be the basis for the rates paid to the tribal monitors and is outside of the control of the Contractor. The Contractor is limited to a five (5) percent markup on that subcontract. The Contractor should anticipate and may be required to make advanced payment to the Tribes, prior to receiving payment from CalRecycle.

Under the direction of CalRecycle, Contractor shall provide the following services for the oversight of Tribal Monitoring Operations, including but not limited to:

- 1) Administrative staff to assist CalRecycle's government-to-government consultations with Tribe(s).
- 2) Administrative staff to assist Contractor's execution of a negotiated SOW with the Tribe(s) for Tribal Monitoring services, with the approval of CalRecycle.
- 3) Field staff to ensure Tribal Partners providing services under the Contractor perform all aspects of the SOW consistent with Tribal cultural norms and expectations, submit documentation as required in the SOW, and verify costs are reasonable and appropriate.

B. GPS TRACKING OF COMMERCIAL FLEET

The Contractor shall be responsible for installing and monitoring GPS tracking on all DDHTR contractor haul trucks, street sweepers, and community water tenders. The Contractor shall provide access to the tracking software to the IMT and DDHTR contractor.

C. LABORATORY ANALYSES

The Contractor shall 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 (assuming the standard laboratory chain of custody form includes a minimum of ten (10) separate samples). The laboratory chain of custody 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.

D. ADDITIONAL EQUIPMENT AND ASSOCIATED SERVICES

The Contractor shall provide the additional equipment and services which may include but are not limited to:

- 1) All laboratory sample containers, packaging, sample preservation, shipping, handling, preparation, processing, reporting of results.
- 2) The Contractor shall ensure laboratory sample analysis reporting turn-around-times do not exceed seven (7) days from the date of sample collection.
- 3) The Contractor shall provide notification of pre-planned shutdowns, non-working days and holidays, straight time, overtime, overhead and double time labor per day.
- 4) Health & Safety equipment, PPE, personal air monitoring equipment and analysis, cameras, computers, cell phones, navigation devices, tablets and vehicle.
- 5) Operation office and/or equipment storage facilities, administrative support.
- 6) Contractor shall provide rental equipment, generators, and fuel as specified by CalRecycle as part of the air monitoring equipment.
- 7) Contractor shall provide an adequate quantity of XRF equipment to support the operational requirements of CalRecycle.
- 8) A&M Contractor's Arborists and other field staff that are directed by the IMT to be working in the field during days of poor air quality and are not HAZWOPER trained shall be required to where respirator protection. This bid line item includes providing such staff with medical spirometry testing, respirator fit testing, respirator training, and personal respirators and appropriate filter cartridges.

Contractor shall perform work in accordance with this Agreement during days when AQI is less than 500. For days when CalRecycle directs Contractor to continue work under this Agreement when AQI is greater than 500, Contractor shall supply staff with Respirators complying with 8 CCR 5144. For days when Contractor performs work on days with AQI above 500, Contractor shall be eligible for compensation pursuant to [insert line item].

- 9) Contractor shall provide housing for all of its personnel outside of the "operational exclusion area", which shall be defined as a fifty (50) mile radius in all directions from the borders of Greenville, California, including but not limited to the communities of Greenville, Chester, Quincy, East Quincy, and Susanville, unless the Contractor elects to deploy temporary housing. Any deployed temporary housing must comply with the environmental requirements described in the Special Provisions. Contractor shall not house its personnel in hotels, motels, existing houses, or other existing housing stock within the exclusion area.

5. BREACH/REMEDY FOR DEFAULT

A. Contractor shall perform all work pursuant to this Agreement in a safe, workmanlike, professional, efficient, and expeditious manner to the satisfaction of CalRecycle. Contractor shall provide CalRecycle safe access to each parcel to inspect and audit work conducted, documentation provided, and data required under this Agreement.

B. STOP WORK NOTICE

Immediately upon receiving a written notice from CalRecycle to stop work, Contractor shall cease all work under this Agreement.

C. CalRecycle shall not compensate Contractor for any rework or deficient work.

D. DELAY

In the event that CalRecycle determines the Contractor is responsible for any unapproved delay or damages caused by the Contractor's delay, the Contractor shall immediately implement all measures directed by CalRecycle 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 or damages caused by the Contractor's delay. Such remedy may include, but is not limited to, reimbursement of CalRecycle for any non-working day costs incurred by the DDHTR Contractor.

E. BREACH

In the event of Contractor's breach of any condition or term of this Agreement, CalRecycle will provide Contractor written notice describing the breach. If Contractor does not, within three (3) days after notice is provided, 1) cure the breach described in CalRecycle's Notice or 2) if CalRecycle agrees the breach is not curable within three (3) days, cure the breach within the number of days specified by CalRecycle, Contractor shall be in default under this Agreement.

F. In the event of Contractor's default under this Agreement, CalRecycle shall be entitled to all remedies available at law including, but not limited to, termination of this Agreement, withholding of any amount billed, and/or recovery of funds disbursed.

6. ANNUAL EXPERIENCE MODIFICATION RATE SUBMITTAL

The Contractor shall provide their OSHA lost time injury/illness incidence, OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR) annually to the Contract Administrator. The EMR number must be less than one (1.0) for the entire term of the Agreement. If EMR number exceeds one (1.0) at any time, the Agreement may remain in effect or be terminated at the sole discretion of CalRecycle.

7. HOURS AND LOCATION OF SERVICES

- A. All work will be conducted on Pacific Time; Pacific Standard Time (early November to mid-March) and Pacific Daylight Time (mid-March to early November).
- B. Services shall be provided in the county(ies) identified, unless remote work is authorized by CalRecycle.

C. STAND DOWN DAY(S) CalRecycle may order Contractor personnel, as specified, to stand down from the operation for a duration specified by CalRecycle. 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 CalRecycle. Contractor shall not receive compensation for the duration of the stand down.

D. CalRecycle shall endeavor to provide notice of stand down day(s) twelve (12) or more hours in advance.

8. SERVICE AREA

A. Contractor shall provide services in the following California counties:

- a. Alpine County
- b. Butte County
- c. El Dorado County
- d. Lassen County
- e. Nevada County
- f. Placer County
- g. Plumas County
- h. Siskiyou County
- i. Tehama County
- j. Trinity County

9. 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.

10. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subcontractors, and no Subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of the Subcontractors 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 the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

Contractor must ensure that the Subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a Subcontractor(s) to have the proper

licenses, permits, and/or certifications, may be cause for rejection of the Subcontractor and/or termination of the agreement.

11. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation, which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information, as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required, under the provisions of this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

12. TERMINATION FOR CONVENIENCE

CalRecycle shall have the right to terminate this Agreement at the sole discretion of CalRecycle at any time upon thirty (30) days written notice to Contractor. In the case of early or discretionary termination, defined as termination pursuant to this clause occurring before full performance of all objectives and activities described and authorized herein, final payment will be made to Contractor, if due, upon receipt of a financial report and invoices covering costs incurred and work performed to date of termination and a written report describing all work performed by Contractor to date of termination.

13. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to CalRecycle in writing.

14. SPECIFIC STATUTORY REFERENCE

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service furnished thereunder.

15. EMPLOYMENT OF UNDOCUMENTED WORKERS

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

16. FEDERAL DEBARMENT

The Federal Department of Labor requires that State Agencies which are expending Federal funds of twenty-five thousand dollars (\$25,000) or more, have in the contract file, a certification by the Contractor that it has not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

17. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

18. FOLLOW ON CONTRACT 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.

Any person, firm, affiliate or subsidiary thereof providing Disaster Debris and Hazard Tree Removal Assessment and Monitoring Services shall not provide DDHTR services.

19. FORCE MAJEURE

Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- 1) Acts of God or of the public enemy, and

2) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

20. 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.

21. COPYRIGHTS AND TRADEMARKS

The Contractor shall assign to the State 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 the State. Such title will include exclusive copyrights and trademarks in the name of the State.

22. 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 of California. (Government Code Section 65040.12(e)).

23. 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.

24. 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. The State 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.

25. PATENTS

The Contractor assigns to the State 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.

26. 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.

27. 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, CCR, Natural Resources, Division 7, have occurred with respect to the Subcontractor(s).

Placement of Contractor on [CalRecycle's Unreliable Contractor List](https://www.calrecycle.ca.gov/funding/unreliability)

(<https://www.calrecycle.ca.gov/funding/unreliability>) any time after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle's Unreliable Contractor List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

28. 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.

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 bi-weekly 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. 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 (must be within the service period of contract)
 - 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) Description of contract line item
 - 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 which shall not exceed the rates listed in Exhibit B. Item 5 – Cost Breakdown
 - 14) Overall total of contract line item (for services billed within invoice period)
 - 15) Support Documentation – Legible, scanned copies of all ICS 214 Forms if applicable. Tickets and other supporting documents relating to costs billed. Each ICS 214 Form shall include detailed information to support the invoiced costs. 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 (only applicable for the DDHTR contractor invoices)
- 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 remedy the loss as directed by CalRecycle 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.

The provisions for payment under this contract may be subject to a ten thousand dollars (\$10,000) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

8) **DELAYS**

- A. CalRecycle, in support of 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. This decision is at the sole discretion of CalRecycle.
- B. In the event CalRecycle, in support of 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 CalRecycle provides fewer than twelve (12) hours of notice, the Contractor shall be compensated for idle staff based on the hourly rates established in Exhibit B, Item 5 Cost Breakdown in accordance with the chart shown below.
- C. For the purposes of this chart, more than or equal to thirty (30) minutes of work shall be considered a full hour of work. Less than thirty (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

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, funding, or any changes to the Scope of Work deemed necessary by CalRecycle, including the addition of counties to the Operation.
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 therefore 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 DRR[Insert}, 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:

General Liability:	\$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.
<i>(Including operations, products & completed operations, as applicable.)</i>	
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

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 H – Special 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. The Director or his/her designee shall issue a final written decision on a Notice of 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.

A. SUBCONTRACTING WITH LOCAL BUSINESSES:

- 1) 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.
- 2) For the purposes of this section local business means a business which has its headquarters within an impacted counties.
- 3) 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:
 - a) Place qualified local businesses on solicitation lists.
 - b) Assure local businesses are solicited whenever they are potential resources.
 - c) 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. 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.

30. 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.

31. 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 Manager 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.

STATE OF CALIFORNIA
Department of Resources Recycling and
Recovery (CalRecycle)
CalRecycle 74C (Rev. 06/10 for
Contracts)
Recycled-Content Certification

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to the CalRecycle Contract Manager.

This form to be completed by Contractor. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information. Add additional rows as needed.

Contractor's Name _____ **Date** _____
Address _____ **Phone** _____
Fax _____ **E-mail** _____ **Web site** _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	SABRC Meets

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC Section 12205.

Print name Signature Company Date
(See footnotes on the back of this page)

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.
2. Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit www.calrecycle.ca.gov/BuyRecycled/

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

EXHIBIT G

REQUIRED CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE PROGRAM CONTRACTS

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

A. EQUAL EMPLOYMENT OPPORTUNITY

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 (1) 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.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) 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 twenty-seven dollars (\$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.

C. CLEAN AIR ACT

1. 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.
2. 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.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by FEMA.

D. THE FEDERAL WATER POLLUTION CONTROL ACT

1. 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.
2. 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.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars (\$150,000) financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION CLAUSE

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. 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.
3. 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.

4. 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 CLAUSE

Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of one-hundred thousand dollars (\$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

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

1. 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.
2. 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.
3. 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 ten thousand dollars (\$10,000) and not more than one-hundred thousand dollars (\$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

Date

Name and Title of Contractor's Authorized Official

G. PROCUREMENT OF RECOVERED MATERIAL

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, \(https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program\)](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.

H. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

2. Prohibitions

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions

- a. This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 1. Are not used as a substantial or essential component of any system; and
 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement

- a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

J. 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 Comptroller 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 of 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.

K. 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.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. 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.

N. 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 pertaining to this contract.

O. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Department of Resources, Recycling, and Recovery a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Department of Resources, Recycling and Recovery or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Department of Resources, Recycling, and Recovery data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Department of Resources, Recycling, and Recovery

EXHIBIT H

SPECIAL PROVISIONS

File Name: "DRR21048 Exhibit H Special Provisions"

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

ATTACHMENT C – COST SUMMARY TEMPLATE

Attachment C

Cost Summary Template

File Name: "DRR21048 Attachment C Cost Summary Template"

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

ATTACHMENT D – STANDARD INVOICE TEMPLATE

Attachment D

Standard Invoice Template

File Name: "DRR21048 Attachment D Standard Invoice Template"

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

ATTACHMENT E – SB/DVBE PAYMENT CERT

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*

State Department Name	Department of Resources Recycling and Recovery 1001 I Street, Sacramento, CA 95814		
Dept. Contact Name, Phone#			
Prime Contractor Name			FEIN Number:
Prime Contractor Contact (Address, Phone #, Email)			
Date Contract Entered:		Date Contract Completed:	
Total Amount Received Under this Contract	\$	Date Final Payment Received:	

List all Certified Small Business Subcontractor firms involved with this contract.

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

List all Disabled Veteran Business Enterprise Subcontractor firms involved with this contract.

DVBE Subcontractor	Address	Cert. #	% Committed	Total \$ Committed	Total Payment Amount	Difference in Amount Paid	Difference between % and Amount Paid
			%	\$	\$	\$	
			%	\$	\$	\$	
			%	\$	\$	\$	
			%	\$	\$	\$	
			%	\$	\$	\$	
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Comments/ Explanations							

Printed Name		Signature:	
Title:		Report Date:	