



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

May 1, 2020

You are invited to review and respond to this modified Request for Proposal (RFP) Primary, entitled "Tree Removal Field Management for the Camp Fire" DRR19103. In submitting your proposal, you must comply with the instructions herein.

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

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

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

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

Luke Wainscott
Contract Administrator

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Section 1 Overview

General Information

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

Please note that CalRecycle is soliciting this contract under the authority of the Governor's Proclamation of a State of Emergency (11-8-2018) and Executive Order B-57-18 (11-14-2018) and many sections and requirements may differ from typical RFP documents. **Please Note: Time periods are shorter than typical RFPs in order to respond appropriately to the situation.**

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
Attn: Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6527
Fax: (916) 319-7345
E-Mail: contracts@calrecycle.ca.gov

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

Service Needed

This Contract requires the Contractor to provide professional hazard tree removal management services related to the tree removal in Butte County as well as assist CalRecycle in the coordination, documentation, and related efforts necessary to coordinate with county, state, and possibly federal agencies and document tree marking, removal, processing, and disposal. Services may include support services in other Northern California counties.

Readvertisement

This is a readvertisement of Tree Removal Management for the Camp Fire, DRR19055, with cost sheets opened on December 16, 2019 and no contract was awarded. In consultation with CalOES, CalRecycle divided the Assessment and Monitoring operation into two approaches because of operational efficiency and program management. The two contracting approaches are: 1) one Agreement for Field Work Assessment and

Monitoring, and 2) one Agreement for Finance and Administrative Services. Interested parties are advised that this RFP represents the Field Work Assessment and Monitoring operation. CalRecycle currently intends to publish a second RFP for Finance and Administrative Services shortly.

A Contractor may submit proposals for both RFPs. In the event that the same Contractor would be awarded both contracts, the Contractor will be awarded the Field Work Assessment and Monitoring Contract, with the Contractor (including the Contractor's subsidiaries, divisions, employees, progeny, subcontractors, and subconsultants) disqualified from the Finance and Administrative Services RFP. In the event that the awarded Contractor for the Field Work Assessment and Monitoring RFP submits the only responsive bid for the Finance and Administrative Services RFP, CalRecycle reserves the right to award both RFPs to the same Contractor, to re-solicit the Finance and Administrative Services RFP, or to award no Finance and Administrative Services contract.

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is an anticipated maximum budget of approximately \$46,500,000.00 (Forty-six million five hundred thousand dollars and no cents). CalRecycle reserves the right to amend the budget for this Agreement as needs arise.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC) section 10346.

Contract Term

The term of this Agreement will span approximately eighteen months and the anticipated start date is June 15, 2020, subject to CalRecycle's Notice to Proceed. The bulk of the field work is anticipated to take approximately 270 days to complete, with residual field work lasting another 90 days, and office support until the end of the Agreement term. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

Process Type

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

Process Schedule

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

Advertisement Date	May 1, 2020
Written Questions Due by 11:00 a.m.	May 7, 2020
Submittals Due by 2:00 pm	May 29, 2020
Cost Proposal Opening at 10:00 a.m.	June 5, 2020
Post Notice of Intent to Award	June 8, 2020
Anticipated Start Date	June 15, 2020

Section II Rules and Conditions

Introduction

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

Commitment

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

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

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

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

Antitrust Claims

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

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

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code section 4554.)

Contractor's Cost

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

Information

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

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

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

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

Written Questions

Proposers needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than **11:00 a.m. on May 7, 2020** regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

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

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

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

E-mails and/or faxes should be clearly marked “**Questions Relating to SOLICITATION DRR19103**”.

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

Addenda

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

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to CalRecycle.

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

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

Suspension and Debarment

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

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

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

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Electronic Waste Recycling

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

Use Tax

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

Subcontractors

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

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

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

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

Recycled-Content Certification

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

Payments to the Contractor

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

Section III Proposal Submittal Requirements

Introduction

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

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

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

Deadline

The Proposal Package must be received by CalRecycle, at the address listed in Section I, Overview by **2:00 p.m. on May 29, 2020.**

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

Addressing

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

Number of Copies

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

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

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

Document Printing

The requirement that Proposals be printed on paper with a minimum of 100% post-consumer recycled content fiber is being waived during COVID-19 pandemic.

Cover Letter

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

- a. Name and address of the Proposer submitting qualifications;
- b. Proposer's Headquarters for purposes of this agreement, if awarded;

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

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

Summary

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

Methodology

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

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

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

1. A written narrative describing the method or manner in which the Proposer intends to satisfy the requirements of the Scope of Work.
2. A description of the Proposer's experience in providing debris and tree removal management and monitoring services as outlined in the Scope of Work including specific experience with California Governor's Office of Emergency Services (Cal OES) and/or Federal Emergency Management Agency (FEMA) compliance on Cal OES and/or FEMA reimbursable Hazard Tree Removal projects. The description should also include experience with the National Incident Management System (NIMS) and specific Incident Command System (ICS) experience. The Proposer may also include specific experience in providing similar services for other state and/or local agencies.

3. An organizational chart to show the project positions and corresponding ICS personnel and subject matter experts (SMEs) that shall be responsible for providing the services.
4. Professional resumes for key project personnel, including one Project Manager, one Incident Commander, two Operations Chiefs, two Deputy Operations Chiefs, two Planning Chiefs, two Deputy Planning Chiefs, one Logistics Chief, one Finance Chief, three Environmental Branch Directors, two Branch Directors, one Health and Safety Officer, ten Registered Professional Foresters (RPFs), and at least twenty International Society of Arboriculture (ISA) Certified Arborists that are Tree Risk Assessment Qualified (TRAQ) (Arborists). Professional resumes for four branch directors, division supervisors and other project personnel are also required to demonstrate the experience of the Proposer's resources.
5. Response Plan for how the Team of RPFs shall prepare appropriate Timber Harvest Plan(s)/Conversion Exemptions to meet the CalFire and National Environmental Policy Act (NEPA) requirements for tree removal. The plan shall also demonstrate how and how quickly the initial 20 paired teams of Arborists with task force leaders (TFLs) will be trained by the RPFs on project specific hazard tree marking methodology, how to assess and determine eligible hazard trees for this program, what environmental conditions to look for at each property and then how to enter all of the necessary information using the Survey 123 data collection software questionnaire developed by CalFire. Then, these teams will be sent out to mark and document hazard trees from properties for which right of entry forms (ROEs) have been accepted into the program and from Public Rights of Way (ROWs).

Hazard Trees - are trees that meet the FEMA description, namely: "if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter at 4.5 feet above ground level of six inches or greater; and one or more of the following criteria: it has more than 50% of its crown damaged or destroyed, or it is a split trunk, broken branches or exposed heartwood, or it is leaning at an angle greater than 30 degrees." Or as more precisely described in the CalFire Tree Notes No. 33 for, "Survival of Fire-Injured Conifers in California", Owen, Cluck, Smith, (April 2015)

The Contractor's Incident Commander, Operations Chiefs, Planning Chiefs, Logistics Chief, and Financial Chiefs and the Contractor's five lead RPFs shall be deployed within one (1) week of the Contractor's notice to proceed. The other listed staff shall be deployed and phased in within a 2-3 week period of the Contractor beginning work. All Proposer field staff shall be Occupational Safety and Health Administration (OSHA) certified.

Organization

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

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

Qualifications and Resources

As demonstrated by resumes and references, the Proposer and any subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project.

As demonstrated by resumes and references, the Proposer must be highly knowledgeable in providing ICS management services related to the hazard tree cleanup project. If the Proposer's experience is not solely with hazard tree removal, experience must include a combination of debris and tree removal operations, which include:

- Hazard Tree assessments, for properties for which the IMT has Right of Entry (ROEs) as well as Public ROW trees;
- Hazard Tree Removal planning;
- Logistic operations;
- Geographic Information System (GIS) based data management;
- Finance/administration qualifications and;
- State and Federal Environmental permitting and oversight of Best Management Practices (BMP) installation and Environmental Assessment and Mitigation Monitoring (AMM) programs prior to and after tree removal (by Tree Removal Contractor)

As demonstrated by resumes and references, the Proposer must be able to demonstrate that the Proposer's Team has the proven ability and expertise to assist in managing the assessment, monitoring the removal of hazard trees. Additionally, the Proposer must demonstrate the Team's experience and capability in the coordination, documentation and other necessary efforts required to coordinate and/or work with local, state, or federal agencies (if and where necessary) to assist in meeting their environmental protection requirements that may be a part of a hazard tree removal effort.

The Proposer's key senior staff shall have a minimum of three (3) years of experience supporting, overseeing, and monitoring hazard tree removal or combined hazard tree removal and debris removal operations (ideally, but not necessarily, Federal, State, or Local Municipality-funded hazard tree removal, debris cleanup, and/or ICS related experience).

This service requires experience with the management of post-disaster hazard tree removal environmental support and monitoring management, and it is expected that between 180-220 employees (Arborists, Biologists, Archaeologists, Task Force Leaders, and IMT members) and 8-10 Administrative support staff will be needed in order to complete this task.

Each Proposal must include a description of the resources to be used on the project while demonstrating an individual or team members' abilities to perform the work. The Proposer shall include resumes for the Project Manager, Incident Commander, two Operation Chiefs, two Planning Chiefs, the Finance Chief, five RPFs, Certified Arborists who are Tree Risk Assessment Qualified (TRAQ) (minimum of 20), key Biologists, key Archaeologists, Personnel, and Subcontractors, that include:

- Experience
- Knowledge
- Educational Background
- Appropriate licensing

References

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

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

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.

Samples of Written Work

The Proposal must include a copy of a final report from a project that is similar in nature to the proposed project.

Contractor Eligibility

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

Licenses

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

- A copy of the Proposer's (and any Subcontractors') professional registrations with the California Secretary of State.
- Registered Professional Forester, per the 2019 California Forest Practice Rules and pursuant to Article 3, Chapter 2, Division 1 of the Public Resources Code.
- Certified Arborists (i.e. International Society of Arboriculture (ISA), America Society of Consulting Arborist (ASCA), or certified or a degreed Forester) who are also Tree Risk Assessment Qualified (TRAQ).
- Registered safety professional (CIH or CSP).
- The Proposer (prime Contractor only) must provide their OSHA lost time injury/illness incidence, OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR) for the last 3 years.

California Only Restriction

For DRR19103 Tree Removal Field Management for the Camp Fire RFP, a new restriction will be placed on Proposers. To be eligible for consideration, Proposers must be certified as a California-based entity. Proposers must complete Attachment J: California Only Restriction form thoroughly, from Sections 1 through 4, or Proposers will be deemed ineligible for consideration for DRR19103. Attachment J and all supporting documents must be submitted along with the Proposal package by the deadline set in Section 1 Overview Process Schedule.

(1) A business or corporation whose principal office is located in California, and the owners, or officers if the entity is a corporation, are domiciled in California; **or**

(2) A business or corporation that has a major office or manufacturing facility located in California and that has been licensed by the state on a continuous basis to conduct business within the state and has continuously employed California residents for work within the state during the three years prior to submitting a bid or proposal for a state contract.

If any subcontractors are utilized, subcontractors must also meet the same residency requirements as the Prime Contractor. Contractor must certify under penalty of perjury that it is a California Contractor, and that its subcontractors also meet at least one of the definitions above. Refer to Attachment J to fulfill this requirement.

Small Business (SB) Preference

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

Any Proposer competing in this process as a California Certified Small Business (SB) or Micro Business (MB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB or MB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS). CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

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

The required list of California certified small business subcontracts must be attached to the Proposal response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5)

and the dollar amount or percentage of the net Proposal price (as specified in the solicitation) per subcontractor. Use the Bidder Declaration form to report this information.

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

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

For award based on low price, the preference is applied by reducing the Proposal price by the amount of incentive as computed from the lowest responsive and responsible Proposal price. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

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

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

Disabled Veterans Business Enterprise (DVBE) Incentive

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

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

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

A five percent (3-5%) Proposal incentive is available to a non-DVBE claiming a minimum of three percent (3%) California certified DVBE subcontractor participation. If claiming the

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

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

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

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

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

A copy of the Proposer's DVBE certification should be included with the Proposal Package. For information on locating DVBE resources please go to the following website <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

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

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

Maximum Combined Preferences and Rules for Award

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

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

Section IV Cost Proposal Submittal

Overview

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

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

Cost Breakdown

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

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

The Cost Proposal Sheet is a self-contained document for purposes of evaluating whether all information required by the RFP has been submitted and determining lowest cost. Therefore, all information must be included on the Cost Proposal Sheet. Reference by incorporation to the proposal is not acceptable.

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

The rates on the Cost Proposal Sheet represent the rate the Contractor will be paid for each hour of work. The hourly 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 proposed rates of reimbursement for the project. Overhead, as used herein, includes administrative support, fringe benefits, and home office costs and does not include field costs to support the tree removal operations as directed by the IMT. Rates shall be inclusive of the Proposer's lodging costs.

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

Section V Evaluation and Selection

Introduction

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

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

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

Selection Process

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP. Only those that receive a score of at least the minimum requirement identified on the Proposal Scoring Sheet will advance to the cost opening and be eligible to be awarded a contract. The qualified cost proposals (sealed) will be opened publicly at the CalEPA building at 1001 I Street, Sacramento, CA at the time set in Section I Overview, Process Schedule. Interested parties are advised that CalRecycle will live-webcast the Cost Proposal Opening on Friday, June 5, 2020 beginning at 2:00 pm. The live-webcast will be viewable at <https://video.calepa.ca.gov/>. Any changes will be issued in an Addendum.

Grounds for Rejection

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

Additionally, a proposal may be rejected if:

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

No proposal may be rejected arbitrarily or without reasonable cause.

Award of Agreement

The award of this Agreement will be to the lowest responsive responsible Proposer meeting all of the RFP requirements.

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

CalRecycle reserves the right to not award an Agreement.

Notice of Intent to Award

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

Notice of the intent to Award will be posted on CalRecycle's website at www.CalRecycle.ca.gov/contracts and at the headquarters building noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

Rejection of Award

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

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

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

Protest of Award

A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

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

Because of the necessity to begin fire-damaged tree removal immediately, the Agreement may be awarded prior to a decision on the filed protest. In the event that the Department of General Services finds that the contract was awarded incorrectly, the contract may be terminated and awarded to the protestant, terminated and resolicited by CalRecycle, or simply terminated, at the sole discretion of CalRecycle.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 Third Street, Suite 7-330
Sacramento, CA 95605
Fax (916) 376-5088

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7345
Email contracts@CalRecycle.ca.gov

Section VI Description of Work

Work to be Performed

The Contractor shall perform all tree removal management services and reporting as required to manage the tree removal services in support of the Incident Commander (IC) to include providing Planning, Logistics, Operations, and field data management as directed by the CalRecycle Contract Manager. Through Work Orders, CalRecycle will direct the Contractor when and where these services are necessary. Typical tasks to be performed under this Agreement shall include, but are not limited to:

- A. Provide up to two Planning Chiefs (PC), per the Incident Command System (ICS) model, as directed by the IC, who shall work cooperatively in support of the IC and the incident requirements as defined by the IC, California Governor's Office of Emergency Services (Cal OES), and the CalRecycle Contract Manager. CalRecycle may use the Contractor's PC as support to CalRecycle's own PC but requires the Contractor's PC to be fully qualified to assist and even take over the role on an as-needed basis. The Planning Team shall perform (but not be limited to) the following tasks:
 1. Work with the IC, and the Operations and Logistics Chief, to support CalRecycle and the RPFs in preparing the Timber Harvest Plans/Conversion Exemptions, if and as necessary. The implementation of that plan will be conducted as the individual properties become available, based on the Town and/or County's approval of Rights-of-Way (ROW) segments and private property Rights of Entry (ROEs), and as directed by the CalRecycle Planning Chief. The CalRecycle Planning Chief will control the work under this Agreement, and Work Orders will be issued as properties and public ROW segments become available.
 2. Assist CalRecycle Planning Chief in assigning Contractor Registered Professional Foresters (RPFs) and their Certified Arborists to properties and public ROW segments for delineating and documenting trees that are deemed hazardous.
 3. Provide necessary support staff, including at least one full-time GIS experienced and proficient professional who shall incorporate all necessary property data necessary to track the Tree assessment and removal of hazard trees on each participating property and public ROW segment.
 4. Provide necessary support staff, including at least one full-time GIS experienced and proficient professional who shall incorporate all necessary property data necessary to track Tree assessments and removal of hazard trees that could fall on all County and Town ROWs or on State/FEMA approved private roadways.
- B. Provide up to two Operations Chiefs (OC), per the ICS model, as directed by the IC. These OCs shall work cooperatively in support of the IC and the incident requirements, as defined by the IC, State OC, and the CalRecycle Contract Manager. The OC shall head up an Operations Team that shall provide all necessary support staff including Division Supervisors and Task Force Leaders to oversee the actual tree removal activities by the Hazard Tree Removal Contractor(s) (under separate Agreement to CalRecycle). CalRecycle will likely use the Contractor's OC as support to CalRecycle's own OC but requires the Contractor's OC to be fully qualified to assist and even take over the role on an as-needed basis. The Operations Team shall perform (but not be limited to) the following services:
 1. Tree Removal oversight, including but not limited to, documenting the cutting and removal of Arborist designated RPF approved hazard trees, located on properties that are eligible for tree removal as determined by the IMT and County or Town ROWs that could fall on

public rights of way or public facilities, as determined by the RPF, and addressed in the Timber Harvest Plan/Conversion Exemptions. Cut trees, processed slash and limbs, and chipped trees shall be handled separately. Cut trees, processed slash and limbs, and chipped trees shall be tracked separately (material quantities and costs) all the way to the Logging Decks. Logging Decks are where trees will be sorted and/or processed, prior to taking them to the End Use Facilities. The processed tree waste will also be tracked to the End Use Facilities (i.e., lumber mills, biomass-to-energy facilities, etc.) to meet the overall objectives of this project and to track costs. The Contractor shall develop the form and format of the daily reports to the satisfaction of CalRecycle, to be consistent with Federal Emergency Management Agency (FEMA) standards and style for electronic monitoring reports, with input from CalRecycle staff and/or CalRecycle's Finance & Administrative services consultant.

2. Arrange with the Hazard Tree Removal Contractor(s) for efficient coordination of DOT Inspections and Certification of all Contractor trucks designated for the removal of trees and processed vegetative materials.
 3. Provide Hazard Tree Evaluation Teams to conduct Initial Site Reconnaissance, as directed by the IMT's State Forester and the State's OC. Also conduct hazard tree evaluations of each property in the program and all Town and County's ROWs.
 4. Be responsible for the preparation of the Assessment & Monitoring Contractor's own Hazard Tree Removal Operation Health and Safety Plan (HSP), signed by a certified health and safety professional. This HSP shall take into consideration both field and field office staffs' safety operating during the Covid-19 pandemic circumstances. The services to be provided by the Contractor have been determined, by CalOES, to be essential services due to the need to remove hazard trees for the impacted communities. The HSP shall designate a project Health and Safety Officer for the Contractor's employees and/or Subcontractors. The Contractor shall submit a draft copy of the HSP to CalRecycle's designated agent upon execution of this Agreement for review and comment. The Contractor shall designate, in writing, the individuals responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed for the duration of this Agreement. The Contractor shall be responsible for the health and safety of its workforce and shall comply with all State and Federal Occupational Safety and Health Administration (OSHA) requirements.
- C. Provide one Finance Chief (FC), per the ICS model as directed by the IC. The FC will work cooperatively in support of the incident requirements as defined by the IC, Cal OES and the CalRecycle Contract Manager. CalRecycle will likely use the Contractor's FC as support to CalRecycle's own FC but requires the Contractor's FC to be fully qualified to assist and even take over the role on an as-needed basis. The Finance Chief may be required to provide (but not be limited to) the following services:
1. Prepare or support CalRecycle staff in the solicitation of the Tree Removal Contractor(s) Agreement.
 2. Support CalRecycle staff in the oversight and implementation of the Tree Removal Contractor(s) Agreements in the field.
 3. Assist CalRecycle staff and CalRecycle's Finance & Administration Consultant, under separate contract, in setting up the Tree Removal Contractor(s) and their subcontractor's invoice requirements to facilitate ease of invoice review and cost tracking of tree removal operations conducted per site and on the ROWs as part of the Government Hazard Tree

Removal Program, to best meet the needs of CalRecycle and Cal OES for ease of State and/or Federal (if applicable) reimbursement.

4. Assist CalRecycle in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.
- D. Assist CalRecycle in continuously auditing/monitoring daily field expenses, costs, and quantities and provide periodic reports to CalRecycle's Contract Manager. Provide necessary administrative support for the ICS Team in the field. This support may include staffing of the TROC or support staff to these positions.
- E. Provide at least five (5) and up to ten (10) RPFs as Subject Matter Experts, including one Lead RPF, to prepare or direct the preparation of Timber Harvest Plans/Conversion Exemption Permit Applications, one for each of the five (5) branches designated by the IMT, as overseen by the State's RPF Subject Matter Expert (SME). The five (5) sub-areas have been by the IMT. The Contractors' Liaisons will also oversee the Tree Removal Contractor (a Licensed Timber Operator (LTO)) or the Tree Removal Contractor's subcontractor LTO(s) to ensure that the Timber Harvest Plans/Conversion Exemption are carried out as approved by CalFire's Regional State Forester.

Timber Harvest Plans/Conversion Exemptions – are as defined in Chapter 4 (Forest Practices), Division 1.5 (Department of Forestry and Fire Protection), Title 14 (Natural Resources), California Code of Regulations.

Hazard Trees - are trees that meet the FEMA description, namely: "if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter at 4.5 feet above ground level of six inches or greater; and one or more of the following criteria: it has more than 50% of its crown damaged or destroyed, or it is a split trunk, broken branches or exposed heartwood, or it is leaning at an angle greater than 30 degrees." Or as more precisely described in the CalFire Tree Notes No. 33 for, "Survival of Fire-Injured Conifers in California", Owen, Cluck, Smith, (April 2015)

1. All the RPFs will report to the CalRecycle OC and the IMT and work cooperatively with each of the sub-Area Deputy Operations Chiefs.
 2. These RPFs will oversee the timber being harvested within their Timber Harvest Plan/Conversion Exemption areas and make sure that they are properly delineated, marked, and documented, and that the Tree Removal Contractor's LTO(s) properly and safely cut the previously marked trees, and that they are processed and transported to the disposal sites per the state regulations and per their specific Timber Harvest Plans/Conversion Exemptions requirements.
 3. These RPFs will work with the Contractor's Biologists and Archaeologists in preparing the environmental protection aspects of the Timber Harvest Plans/Conversion Exemptions. The RPFs, Biologists, and Archaeologists will also inspect and ensure that the Tree Removal Contractor's LTO(s) are implementing the Best Management Practices delineated in the Timber Harvest Plans/Conversion Exemptions.
- F. Provide up to 40 Certified Arborists, as determined and trained up by the State Forester and the CalRecycle OC, to evaluate trees to be harvested as part of this operation. The Arborist/arborist technician will have the following responsibilities, but are not limited to:
1. They shall be trained by the State RPF and Contractor RPFs in delineating how to evaluate hazard trees. Each arborist/arborist technician will receive a training certificate from the

State RPF indicating they have received such training and have indicated a clear understanding for evaluating the health and height of trees to be harvested and application of the Timber Harvest Plan/Conversion Exemptions.

2. Under the direction of a State RPF, assess trees within the defined public right of way of each property eligible for tree removal as determined by the IMT and mark those trees, as prescribed by the State RPF, that meet the Timber Harvest Plan/Conversion Exemption requirements for selecting hazard trees.
 3. Certified Arborists shall be accompanied by Task Force Leaders who shall document all of the trees that are marked by the Arborist Technicians electronically which must include the number of trees, each tree's tree type and height (as determined by the Arborist), its diameter (at 4.5 feet above ground level), its GPS coordinates, and photographs of each tree. Maps of the trees shall also be prepared and placed in a database folder for each property by APN number and available to the IMT by "Box" or other similar, IMT approved database.
- G. Provide an adequate number of experienced biologists (including aviary and amphibian specialists) to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations.
- H. Provide an adequate number of experienced archaeologists to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for preservation of historic structures and artifacts under emergency operations.
- I. Provide an adequate number of experienced Environmental Unit Leaders and an Environmental Unit Supervisor, to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations.
- J. Provide an Environmental Branch Director/Senior Environmentalist to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations.

Overall Tasks to be Performed

The Contractor shall provide ICS IMT staff including OC, PC, LC and FC staff to lead and/or support the established State employee ICS Team in implementing the technical elements of the Timber Harvest Plan/Conversion Exemptions. The following is a summary description of the tasks the Contractor shall perform in implementing the Timber Harvest Plan/Conversion Exemptions. Actual interpretation in implementing the Timber Harvest Plan/Conversion Exemptions is at the discretion of the IMT.

- A. Prepare a Safe Work Plan for Contractor staff to follow for the services to be provided.

- B. Contractor Project Manager and IC shall ensure that all Contractor staff are trained by State RPF, CalRecycle OC, CalRecycle H&S professional, and State Environmental SME prior to being sent out for any field work.
- C. Conduct initial visual survey of roadways and infrastructure along those roads that could potentially be impacted by the debris cleanup operations. Evaluate pre-operational conditions with video recording and notes collected during the evaluation. The IMT shall review and approve all of the roadway pre-operation videos prior to Contractor commencing with services that require travel on them. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agency.
- D. Perform Individual Property Assessments for Trees requiring removal under this program:
 - 1. Under the direction of the RPF, Arborists will delineate those trees that are determined to be hazardous, and will mark those trees appropriately, as prescribed by the RPF, on each property.
 - 2. One Task Force Leader shall be teamed-up with each Arborist on each property.
 - 3. The Task Force Leader (TFL) shall:
 - a. Review the Right of Entry (ROE) and/or ROW (as applicable) documentation for the property before any Contractor staff enter the property. TFL shall communicate any hazards, unusual conditions, or other relevant information reported on the ROE/ROW to any other personnel entering the property.
 - b. Verify that each property, upon arrival, has an address sign installed.
 - c. If no address sign is installed, the Task Force Leader will install such a sign prior to proceeding onto the property.
 - d. Observe any overhead utilities and note them in the TFL's documentation. This documentation shall be included in an easily accessible database with all other property specific information.
 - e. Identify and document any existing buildings, structures, fences, vehicles, septic tanks, water wells, stream beds, bridges, etc.
 - f. Identify and document other property-specific hazards (i.e. animals, swimming pools, steep hillsides, large vehicles).
 - g. Document all of the trees that are marked by the Arborist/ with a FEMA approved Survey 123 data collector software operated electronic device. Data collected will include:
 - i. unique identification numbers for all trees,
 - ii. the number of trees (on this property) on a site assessment map,
 - iii. each tree's tree type (as determined by the Arborist/Arborist Technician),
 - iv. height,
 - v. its diameter (at 4.5 feet above ground level),
 - vi. its GPS coordinates, and
 - vii. a photograph of each tree before removal showing the identification number on the tree trunk and a photograph after removal showing the identification number on the remaining stump.
 - viii. The TFL shall also prepare a survey map showing the location of the trees included on the property or right of way (The survey map shall include a tree represented as a circle tagged with a tree identification number).
 - h. Be prepared to mark property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being cut. Mark this possibility on the site map.

- i. Place all above listed information in a database folder for each property by APN number and available to the IMT by “Box” or other similar, IMT approved database.
- j. Assist in overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection required best management practices (BMPs) and avoidance and minimization measures (AMMs), for protection of endangered and impacted species and their habitats under emergency operations.
- k. Task Force Leader (Tower Monitor):
 - i. Track each truck and estimate the volume in cubic yards of vegetative debris entering and leaving the debris management site.
 - ii. Track each truck and estimate the volume in cubic yards of vegetative debris entering final destination wood waste facilities.

E. Conduct Air Monitoring and Surveillance during Tree Removal Operations:

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

F. Health and Safety Considerations:

- 1. Although this project is being conducted after the ash and debris removal operation has been completed, there still may be heavy metals impacted ash in the tree branches and bark. Therefore, dust control such as wetting the ground where the trees are intended to fall (with water from water trucks) prior to start of tree falling and removal and wetting down the trees prior to and during limb/slash chipping operations will be necessary to reduce dust and sawdust releases. The TFL shall be responsible to advise the Tree Removal Contractor about minimizing the release of dust and sawdust from their work areas.

G. Protect Storm Water Best Management Practices During Tree Falling and Removal Operations:

- 1. Observe and verify the protection of already installed on-property storm water best management practices (BMPs) such as chipped slash, waddles, 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.
- 2. Document the Tree Removal Contractor’s installation of new stormwater BMPs necessary to meet Timber Harvest Plan requirements and overall operationally required BMPs to minimize both soil erosion and generated sawdust from being carried down to local waterways and streambeds.

H. Project Completion Documentation:

- 1. Provide adequate management level and administrative staff as required to conduct after action meetings and prepare an after action report for work performed on this project. An after action incident report is critical. After action reports will ensure that lessons learned can be integrated into response operations at future hazard tree removal operations. This

process includes: identifying the functions to assess and evaluate, conducting meetings with key personnel to discuss these functions, and developing an after action report or improvement plan to document the lessons learned. These services are described in more detail as follows:

- a. Determine Hazard Tree Removal Functions
Using the concepts of the California Standardize Emergency Management System (SEMS) and Incident Command System (ICS), the Contractor shall coordinate with CalRecycle to determine the hazard tree removal-related functions to assess for the after action meeting.
- b. Conduct After Action Meeting
Once the list of functions is finalized, the Contractor shall conduct a half-day after action meeting with key personnel to discuss the successes and lessons learned from these fire tree removal operations. CalRecycle will coordinate the scheduling, invitations, and office location for the meeting. The Contractor shall facilitate the meeting and provide printed materials. The Contractor shall manage the agenda to ensure there is sufficient time to discuss each tree removal function. During the after action meeting, the Contractor shall use the Cal OES after action meeting template to document areas for improvement and potential improvement actions (i.e. planning, training, personnel, equipment, or facilities).
- c. Deliver After Action Report
The Contractor shall develop and deliver the after action report that documents the successes and lessons learned from these hazard tree removal operations. The report will provide recommendations to address gaps in the Tree removal-related functions and will include an improvement plan matrix for CalRecycle to track improvement actions.

The final report will include best management practices that have been instituted as a result of the operational standards set forth on this project. The report shall include a comparison to historical tree removal operations by other state agencies to demonstrate how CalRecycle can improve upon the effectiveness and efficiencies of their tree removal operations.

The Contractor shall conduct meetings to review changes to the report. The Contractor shall make the changes and provide the final version electronically to CalRecycle.

- d. Prepare draft versions of CalRecycle project administration documents to implement the recommended changes on future hazard tree removal projects. Example documents that may be amended include, but are not limited to: the Timber Harvest Plan/Conversion Exemption and all of its technical appendices, site completion reports, reports generated by the planning function on the ICS team, project Agreement, project Agreement solicitation documents, and any and all field documentation required for the project administration.

Roles

The following are CalRecycle's requirements for the specific roles and responsibilities of the Contractor's staff in the performance of this Agreement. All staff conducting work in and around the

tree removal cleanup and disposal operations shall be trained in industry specific safety training, prior to commencing work.

A. PROJECT MANAGER

The Project Manager is responsible for overseeing the operations of the Contractor's staff deployed as part of the ICS Team. This position is not necessarily a full-time position but is dedicated to make sure that the operation has sufficient staff, equipment and materials to complete the work defined by the Incident Command's IC, OC, PC, LC, FC and CalRecycle's Contract Manager.

B. INCIDENT COMMANDER

The Incident Commander shall be responsible for overseeing the on-site Contractor ICS staff and be full-time in the field. The Contractor IC selection requires the approval of the CalRecycle FC/Contract Manager and the CalRecycle OC.

C. HEALTH AND SAFETY OFFICER

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

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

D. REGISTERED PROFESSIONAL FORESTER

The Registered Professional Foresters (RPFs) shall include a lead RPF and a minimum of five (5) and up to ten (10) Branch Area RPFs that together will oversee and help the State and the IMT manage the Tree Removal Contractor and subcontractors to ensure the proper implementation of the Timber Harvest Plans/Conversion Exemptions (THPs/CEs) for each sub-area. The RPFs duties include but are not limited to:

1. Preparing and/or overseeing the preparation of the THPs/CEs for each subarea.
2. Providing the THPs/CEs to the Tree Removal Contractor and/or to the Tree Removal Contractor's LTO Subcontractor(s) for signature and submitting to the CalFire Regional Forester prior to implementing of the tree harvest operation.
3. Once Rights of Entry (ROEs) have been submitted to and approved by the Town of Paradise and/or Butte County, and approved by the CalFire Regional Forester, the Contractor's Forester and/or their designated Certified Arborist shall assess and mark each property for hazard trees that could fall on public rights of way.
4. The RPFs will oversee and direct the Arborists (joined by the TFLs) to oversee that the LTOs prepare for the cutting, processing and removal of property marked hazard trees in such a manner as to protect any personal property and /or utilities in the process.

E. OPERATIONS CHIEF

The Operations Chief (OC) is responsible for developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising Hazard Tree Removal

assessment and monitoring operations as well as Hazard tree removal operations. The OC duties include but are not limited to:

1. Is responsible to the Incident Commander for the direct management of all incident-related operational activities.
2. Works closely with and supports the IC, the PC, and the RPF in formulating and updating the Timber Harvest Plans/Conversion Exemptions that shall be prepared to direct the OC, the RPF, and the Operations Team as to their duties and their responsibilities.
3. Establishes and directs all tactical objectives for each operational period.
4. The OC organizes, assigns, and supervises all the tactical or response resources assigned to the incident. Responsible for setting up the required Divisions and/or Specialty Groups to properly, effectively, and efficiently carry out the hazard tree removal operations.
5. Directs the Operations Team, who together shall be responsible for all activities focused on reducing the immediate hazard, saving lives and property, establishing situational control, and restoring normal operations.
6. The OC will also be responsible for recording and keeping track of all Damage Claims submitted to the IMT, the Town and County, the TFLs, and Contractor IMT. The Damage Claims forms, supplied by the IMT, will include a decision chain that will require signatures or acknowledgements by the TFL, Division Supervisor, Branch Director, Ops Chief, CalRecycle Ops Chief and the Incident Commander. The Contractor shall ensure that each and every Damage Claim form is prepared and completed as directed by the Ops Chief and Finance Chief. Damage Claims will be tightly managed and will be an important part of the Contractor's responsibility to manage, keep track of and follow-up on.

F. DEPUTY OPERATIONS CHIEF

The responsibilities of the Deputy Operations Chief includes supporting the OC in collecting information, managing data, coordinating with property owners and local agencies in assisting in the preparation and carrying out of the overall tree removal preparation, operation, and demobilization.

G. BRANCH DIRECTOR

The Branch Director (as approved by the OC) 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 Tree Removal Contractor to address field activities concerns/issues) and to report back to the OC and IC about status or issues/concerns with operations in their purview. The duties for this operation include:

1. Fully understand and follow the requirements included in the Timber Harvest Plan/Conversion Exemption that covers their logistical area, provided by the PC and the State Forester;
2. Provide and/or verify that the Division Supervisors are properly trained to conduct the work assigned;
3. Provide direct supervision of and direction to the Division Supervisors and the work they are conducting;
4. Inform the OC of issues or suggestions on how to conduct the operation more efficiently and effectively;
5. Provide the necessary health and safety equipment and materials required for the Division Supervisors for the work they are conducting;

6. Provide the forms, tools, and communication equipment to keep in contact with the Division Supervisor at all times;
7. Report directly to the OC and be the line of contact between the OC and the Division Supervisors in fulfilling the responsibilities of the Branch as assigned by the OC.

H. DIVISION SUPERVISOR

The Division Supervisor (as approved by the OC) is responsible to supervise and support all Task Force Leaders (both responsible for overseeing the Tree Removal Contractor's Field Activities including recording the trees removed from each property within their logistical area of supervision and working with the Tree Removal Contractor's Superintendents addressing operational issues) and reporting their status to the Branch Director. The duties for this operation include:

1. Fully understand and follow the requirements included in the Timber Harvest Plan/Conversion Exemption that covers their logistical area, provided by the PC and the State Forester;
2. Provide and/or verify that the Task Force Leaders are properly trained to conduct the work assigned;
2. Provide direct supervision of and direction to the Task Force Leaders and the work they are conducting;
3. Inform the Branch Director of issues or suggestions on how to conduct the operation more efficiently and effectively;
4. Provide the necessary health and safety equipment and materials required for the Task Force Leaders for the work they are conducting;
5. Provide the forms, tools, and communication equipment to keep in contact with the Supervisor at all times; and
6. Report directly to the Branch Director and be the line of contact between the Branch Director and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OC.

I. TASK FORCE LEADER

Task Force Leaders shall be selected and assigned by the Contractor's Project Manager and report directly to and work for the Division Supervisor, the Branch Director, and ultimately the OC. The Task Force Leaders are responsible for working with the Arborist in directing and overseeing tree removal operations at one or more such sites and must be capable of directing and overseeing these operations. The Task Force Leader shall have either at least two (2) years of experience in the Task Force Leader role and/or directing or overseeing tree removal operations at one or more such operations, or an approved equivalent, such as at least three (3) years of experience in overseeing and/or inspecting environmental cleanup and/or remediation operations and/or civil construction projects. The Task Force Leaders shall:

1. Read and fully understand the Timber Harvest Plan/Conversion Exemption for the area within which properties that the TFL will be monitoring, prior to monitoring any tree cutting and harvesting;
2. The TFL will accompany the Arborist during their initial property hazard tree assessments. The TFL will document all of the trees that are marked by the Arborist for placement in a database. The Arborist will determine the trees in need of removal, tree number identifier (pre-approved by the IMT), its diameter (at 4.5 feet above ground level), its type, and its GPS coordinates. The TFL will then document all of the collected data, electronically, for

each property including number, type and diameter of trees on each APN. The Arborist will prepare a map of the trees, for each property that will be provided to the TFL so that the TFL can place it with the photos and other recorded information about each tree to be removed in a database folder for each property by APN number and available to the IMT by "Box" or other similar and IMT approved database;

3. TFLs will be responsible, along with the Hazard Tree Contractors, to keep hazard trees felled on ROWs and private Properties (APNs) separate throughout all phases of the operation, including felling, hauling processing, and end use. The slash from these two sources of trees must also be kept separate and reported as such, for purposes of FEMA reimbursement;
4. Bring to each property and fully read, understand, and follow the requirements included in the initial site plan and the ROE for that property and/or public right of way from which trees will be cut and harvested;
5. Attend daily Incident Operations Chief/Tree Removal Contractor initiated safety meetings to discuss possible personal and community hazards;
6. Be responsible to carry out, under the direction of the OC, the Branch Director, and the Division Supervisor, the Timber Harvest Plan/Conversion Exemption requirements for each individual property assigned, and to read and follow the Homeowner's directions, listed on the signed and County approved Right of Entry (ROE) Forms or within the Town or County ROWs;
7. The Task Force Leaders shall be the Property owner's point of contact until the trees on their property have been removed and the property has been cleared by the County;
8. 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;
9. Inspect, monitor, photographically track, and document the trees cut and removed from the property by type, height, diameter, and number marked on the tree by the Arborist from each assigned property and right of way;
10. Provide documentation of trees removed by street, route, and date. Document the truck number on which each tree was placed and transported to the Log Storage/processing yard. This documentation shall be in a database or Excel format or other formats utilizing a Survey 123 data collector software including providing their own tablets or other similar electronic type devices;
11. Complete and submit to PC and/or any additional governmental agency all documentation that is required for CalRecycle to receive the maximum reimbursement for all covered trees removed and related costs. Task Force Leaders must also electronically record the GPS coordinates of all felled trees removed by the Hazard Tree Contractors from the ROW;
12. Watch and advise the tree removal crew's activities if any health and safety or environmental controls and/or activities (i.e. controlling dust, water run-off of burn ash, etc.) should be addressed during the hazard tree felling, processing, removal, and transport operations;
13. If there are any existing stormwater BMPs (such as wattles, compost socks, hay bales, erosion control matting or other such BMP) on the property, ensuring that they are not disturbed by the tree removal operation;
14. Per the Timber Harvest Plan/Conversion Exemption, work with the Arborist to be sure that any environmental and/or archaeological BMPs or AMMs required are in place and noted to the Tree Removal Contractor prior to commencing tree removal operations. The Tree Removal Contractor will not be allowed to work on any property that is not appropriately protected per the THP/CE;

15. Fill out and submit daily activity logs per property documenting Contractor labor staff and hours, equipment used, trucks that hauled materials from the property, log storage and processing yards or timber end use locations where trees and any processed materials from that property were taken to directly;
16. Inspect traffic control devices and procedures for compliance with the operation-specific traffic control plan;
17. Provide daily oral status reports to the Division Supervisor, the Branch Director, and the OC, or designees, at the end of each day;
18. Obtain site clearance/approval from OC once all designated hazard trees have been removed from the property to allow for a final walk through by the OC or designee;
19. Coordinate and work cooperatively with the Tree Removal Contractor, the State Forester's Site Inspection Team, the Operations Team's and Tree Removal Contractor's Health and Safety Officers, air sampling consultants (if required), and other Operations Team Members;
20. Coordinate and communicate with the State OC and PC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the Tree Removal Contractor;
21. Be present during any hazard Tree cutting and removal activities, and related on-site management, which shall take place from Monday through Saturday, up to 12 hours per day if safe conditions allow unless otherwise stated by the OC;
22. Perform other requests as directed by the OC and/or the PC;
23. Task Force Leaders assigned to truck staging area(s), Log Storage and Processing Yards, and/or Tree product End Use Sites will log trucks entering and leaving each Log Storage and Processing Yard and End Use Site, verifying source of wood materials (i.e., ROWs or private properties) that are in the truck payloads, and verifying the quantity of materials delivered by each truck in a truck tracking system developed with the Division Supervisor, Branch Director, and OC/PC, monitoring the safety stickers and inspection stickers, transportation of the trees;
24. These same TFLs will also, utilizing the Tree Removal Contractors' provided scales, weigh and record each loaded and un-loaded truck entering and leaving the Log Storage and Processing Yards. They will also utilize the end use facilities scales (or Contractors' if and as necessary) to weigh the trucks that are directed there by the Contractors.
25. These same task force leaders will also track each tree log that is brought to the facility at which they are stationed,
26. TFLs may also be needed to weigh and record truck weights or trucks that Contractors direct to take their loads from the tree removal locations directly to end use facilities with Contractor provided temporary scale setups approved by the IMT;
27. If trees are chipped or otherwise processed, they will be processed separately as either ROW chipped trees or private property chipped trees;
28. Each tree that is chipped will be documented as chipped and tracked as chipped materials when taken to the end use facilities; and
29. These Truck Staging Area and/or Log Storage and Processing Yard TFLs shall also inspect each Tree Removal Contractors' truck supporting work on each property and ensure that they each have a safety check placard, issued by the Contractor's DOT commercial truck inspector teams.

J. ARBORIST

The Certified Arborists are environmental science trained and degreed professionals experienced and trained in assessing the health of fire-damaged trees and trained by a RPF to

assess such trees. The Arborist (shall be overseen and directed by one of the RPFs. The responsibilities of the Certified Arborist include, but are not limited to the following:

1. Each Certified Arborist/ shall receive a training certificate from the RPF indicating they have received such training and have indicated a clear understanding for evaluating the health and height of trees to be harvested.
2. Under the direction of an RPF, assess trees threatening the defined public right of way near each property that is eligible for tree removal as determined by the IMT and mark those trees appropriately, as prescribed by the RPF, that meet the Timber harvest plan/Conversion Exemption requirements for selecting hazard trees. This information will be logged into the Contractor database by the accompanying Task Force Leader and be accessible by the IMT by the next day.
3. Arborists shall be accompanied by task force leaders (who will document all of the trees that are marked by the Arborist for placement in a database). The Arborist shall determine the trees in need of removal, tree number identifier (pre-approved by the IMT), its height, its diameter (at 4.5 feet above ground level), its type, and its GPS coordinates. The TFL shall then document all of the collected data, electronically, for each property including number, type and diameter of trees on each APN. The Arborist shall prepare a Map of the hazard trees to be removed from each property. This map will be provided to the TFL who will place it with the photos and other recorded information in a database folder for each property by APN number to be made available to the IMT (like "Box" or other similar IMT approved database).
4. Once the marked trees are felled, limbs and tops are processed as necessary, and cleared off of each property, the Arborist shall assess, document, and mark the tree stumps with their original markings (prior to cutting) and take a picture and GPS the stump location. This information shall be logged into the Contractor database by the accompanying Task Force Leader and be accessible by the IMT by the next day.
5. Prepare Final Site Tree Removal Reports, one for each property, that summarizes the pre-tree removal and post-tree removal conditions, including; the initial and final assessments, a copy of site's ROE, a summary of the trees removed from the property, the type of erosion control best management practices conducted on the property (post-tree removal operation, if deemed necessary by the RPF) and an indication of any unique or unexpected circumstances that occurred during the tree removal operations. Each report shall include pictures from both pre- and post-tree removal operations.

K. BIOLOGISTS/ARCHAEOLOGISTS

The Senior Biologists and Senior Archaeologists shall help to prepare the Timber Harvest Plan environmental protection supporting documentation assessments as well as recommended environmental/historical best management practices (BMPs) to protect these areas from negative impacts for each Timber Harvest Plan.

Biologists and Archaeologists, trained by the Senior Biologist, Senior Archeologist, and Lead RPF will conduct required assessments and monitor the Tree Removal Contractor's crews to make sure that they are implementing the THP's required BMPs. Some of the Biologists shall be required to have aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).

L. ENVIRONMENTAL UNIT LEADER/AIR QUALITY

The Air Quality Environmental Unit Leader shall oversee the preparation and implementation of an air monitoring plan. The plan shall include the collection of air monitoring samples assessing for airborne particulate matter and criteria pollutants that may cause health hazards from the previously released structural fire ash that may have been captured by the hazard trees during the fire and subsequent debris removal operations. Criteria air contaminants are typically emitted from many sources. The Air Quality teams will typically set up continuous operating monitoring stations at key community sites, which will be checked on throughout the day. Additionally, the teams will set up 3 continuous air monitoring stations at up to one-third of the hazard tree removal task force teams, which could add up to approximately 25 task forces in need of air monitoring. All of these air monitoring stations will also need to be checked on throughout the day. Data collected from these air monitoring stations may be used to determine that the operation is not a health hazard and can thereby, at the IMT direction, be removed as part of the daily operations.

M. DATA/PACKET MANAGER

The Data Packet manager shall electronically manage and track all the site documentation including, but not limited to the following; the ROEs (or source ROW segment) all site documentation, daily activity documentation, trucking documentation, and site data reconciliation with the Tree Removal Contractor. The Data/Packet Manager shall compile documentation for cost tracking and reconciliation.

The Data//Packet Manager shall also make collected data available to the OC, PC, and FC and the entire IMT as requested to help improve the effectiveness and efficiency of the operation.

N. PLANNING CHIEF

The Planning Chief (PC) shall oversee the collection, evaluation, and dissemination of operational information related to the incident. It is the PC's responsibility to prepare and assist the OC in implementing the THPs, as well as track the status of all incident resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the tree removal program.

O. PLANNING ASSISTANT

The responsibilities of the Planning Assistant include supporting the PC in collecting information, managing data, coordinating with property owners and local agencies in assisting in the preparation and carrying out of the overall tree removal preparation, operation, and de-mobilization.

P. GIS PROFESSIONAL

The GIS professional shall be responsible for taking all local fire incident information, local agency information, mapping, and infrastructure information and building it into a cohesive database that can be used to assess, coordinate, and summarize all the tree removal activities that have taken place. The database shall be developed by the GIS professional to provide the PC, OC, and FC 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 CalOES and CalRecycle specified data structure. The Database shall be based on ESRI software and compatible with CalRecycle's GIS systems.

Q. FINANCE CHIEF

The Finance Chief (FC) is responsible for the Assessment and Monitoring Contractor's financial and cost analysis and cost efficiency aspects of the tree removal operations. These include Hazard Tree Removal Contractors' Agreement negotiations (if appropriate), recording or auditing personnel and equipment time, documenting and processing claims for accidents and injuries occurring at the incident, and keeping a running tally of the quantities and costs associated with the incident.

The FC is responsible for the following:

1. Assisting CalRecycle in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.
2. Assisting CalRecycle's FC in continuously monitoring the Hazard Tree Removal Contractors' expenses, costs, and quantities, for which they have issued tickets, and provide periodic reports to the Contract Manager. The Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.

R. ADMINISTRATIVE STAFF RESPONSIBILITIES

Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to CalRecycle's Incident Operations Planning Chiefs (PC) supporting the tree cleanup activities. The services to be provided include:

1. Early on, work with the two Hazard Tree Removal Contractors, CalRecycle's Finance and Administrative Contractor, and the CalRecycle FC and/or accounting staff in developing an acceptable method for accounting of billable activities and an agreed upon format for invoices to be submitted to the Finance & Administration Consultant for review prior to submission to CalRecycle for approval and payment;
2. Work directly with the FC to track 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, etc.) tickets from each cleanup property on a daily basis;
3. Work with the FC in accumulating and tabulating and reporting daily and total project quantities for the Government Hazard Tree Removal Program;
4. Receive, review, and compare contractor invoices with the daily logs and materials disposal tickets for costs expended;
5. Evaluate invoices to verify that all costs have been charged per the Agreement approved unit rates;
6. Report to the FC any discrepancies between the daily logs, other per lot documentation, and the invoices; and
7. Other administrative requests made by either the PC or the FC.

S. ENVIRONMENTAL UNIT LEADERS

The Environmental Unit Leaders and supervisors will be responsible for overseeing and supporting the field work conducted by the Biologists and Archaeologists in addressing the environmental requirements of the Timber Harvest Plans.

T. ENVIRONMENTAL BRANCH DIRECTOR/SENIOR ENVIRONMENTALIST

Provide an Environmental Branch Director/Senior Environmentalist to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection

requirements, for protection of endangered and impacted species and their habitats under emergency operations. The Environmental Branch Director/Senior Environmentalist will also be responsible for overseeing and supporting the Environmental Unit Leaders in addressing the environmental requirements of the Timber Harvest Plans.

U. ENVIRONMENTAL UNIT LEADER/WATER QUALITY BMPS

Provide an Environmental Unit Leader to assist the RPFs in preparing and overseeing the appropriate implementation of each of the water quality BMPs required in the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations, summarized in the Environmental Protection Plan (EPP) and the Environmental Compliance Plan (ECP) drafted by the State Environmental Staff.

V. MISCELLANEOUS POSITIONS/SERVICES

1. Tribal Monitoring is a requirement for the overarching operation. FEMA will be contracting with federally recognized tribal nations as part of the operation. Tribal monitoring is typically provided by the regional tribe using tribal appointed monitors.

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 ten (10) 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.

2. The Contractor shall hire independent third-party DOT commercial truck inspector two-person teams. The Contractor shall:
 - a. Provide certifications and resumes indicating their experience as truck inspectors to the IMT for approval. The inspectors shall have the necessary insurance, qualifications, and expertise to perform a level one inspection for all commercial trucks assigned to the incident. All inspection records, both pass and fail, shall be submitted to the IMT within 24 hours of the inspection.
 - b. Provide as many such 2-person crews as is determined by the IMT to be necessary to confirm that all trucks pass safety inspections as required by the State Highway Patrol and applicable state and local regulations. The Contractor will placard each and every truck that has been inspected with a unique placard number that can be scanned by TFLs at each property site, log deck processing site, and final disposal site.
 - c. Inspect all logging trucks, haul trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road; these water trucks are considered construction vehicles.
 - d. Re-inspect 10 percent of all previously certified trucks every 30 days.
3. GPS Tracking of Commercial Fleet
The Contractor shall be responsible for installing and monitoring Global Positioning System (GPS) tracking on all haul trucks, street sweepers, and community water tenders. The

Contractor shall provide access to the tracking software to the IMT and Tree Removal Contractor.

4. The Contractor is required to provide and install property signage, where necessary (signs may already exist), per the following:
 - a. Depending on the number of ROEs, up to approximately 1,000+ reflective aluminum address signs will be required. The sign dimension should be 6 inches in width and 18 inches in height or length. The edges shall be rounded and free of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a 6-foot pre-drill, u-channel steel post or other post. The numbering for the address shall be 3 to 4 inches in height. The Contractor shall assemble and install each sign,
 - b. The Contractor shall post each sign and notify USA 811 before installing.
 - c. Address sign example (not to scale):



- d. CalRecycle will reimburse the Contractor for signage per the proposal cost sheet. The cost to provide signage shall be paid on a per sign basis and include all sign material, delivery, and installation.
5. The Contractor shall provide Licensed Professional Surveyor(s), as required by the IMT, to resolve boundary disputes on affected properties.
6. There may be a need for the Contractor to provide additional professional services in support of the Government Hazard Tree Removal Program, if requested by CalRecycle. Any additional services must be approved by the Contract Manager in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. If such additional services require subcontracting, the Contractor is limited to a ten (10) percent markup on subcontract costs.

Change Orders

If the Contractor is directed to perform work outside the Scope of Work of this Agreement or encounters any other situation where it believes an adjustment of costs from the Cost Proposal Sheet is justified, the Contractor must immediately notify the Contract Manager and the IMT of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager.

The Contract Manager, in consultation with the IMT, shall notify the Contractor whether to perform or continue the affected work and issue a Change Order if an adjustment to the Cost Proposal Sheet

costs is necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment. In order to be approved, the Change Order costs must be reasonable, allocable, and typical of the industry, and the Change Order work must be reasonable for the completion of the project scope.

Delays

In the event that a crew does not work as scheduled due to weather or other delays outside the control of the Contractor, the Contractor shall be compensated for the idle employees based on the hourly rates established on the Cost Proposal Sheet based on the chart below. The Contractor will not be compensated for delay costs if the Contract Manager, or designee, or the IMT provide twenty-four (24) hours or more advanced notice of delays.

For the purposes of this chart, more than or equal to 30 minutes of work shall be considered a full hour of work. Less than 30 minutes of work will not be considered.

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

Location of Services

Services will be provided in Butte County.

Control of Work

1. The CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed;
 - Rate and progress of the work;
 - Fulfillment of the services provided by the Contractor; and
 - Compensation for services provided by the Contractor.
2. The Contractor will designate a Project Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

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

Section VII. Definition and Terms

General

Unless the context otherwise requires, wherever in this RFP or addenda, the following abbreviations 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.

Abbreviations

ADA	Americans with Disabilities Act
APN	Assessor's Parcel Number
CAL EPA	California Environmental Protection Agency
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GAR	Governor's Authorized Representative (40 CFR Part 206.2)
GC	Government Code
IAP	Incident Action Plan
ICS	Incident Command System
PCC	Public Contract Code
PPDR	Private Property Debris Removal – a FEMA defined term
RFP	Request for Proposals
SB	Small Business
SCM	State Contracting Manual
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

214 Forms

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

Agreement

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

Assessor's Parcel Number (APN)

The unique number assigned to each parcel of land by the [COUNTY (IES)] tax assessor. See *Site*.

Assessment & Monitoring Consultant (A&M Consultant)

The person or persons, firm, partnership, corporation, or his or their legal representatives or designee or combination thereof, which has entered into an Agreement with CalRecycle to assess and monitor the contractor(s) compliance with the Scope of Work.

Cal EPA

The California Environmental Protection Agency

CalRecycle Staff

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

Camp Fire Hazard Tree Contractors:

1. One (1) Hazard Tree Assessment & Monitoring contract;
2. Two (2) Hazard Tree Removal contracts; and
3. At least one (1) Archeology and Historic Preservation contract related to tribal monitoring reconciliation services. May also include additional tribal monitoring services related to contracts administered by other entities, if directed by the Contract Manager.

Contract

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

Contract Manager

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.

Cost Proposal Opening

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

Incident

See *Project*.

Director

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

Disabled Veteran Business Enterprise (DVBE Certified)

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

Duly Authorized Representative

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

Finance & Administration Team

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

Incident Action Plan

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 Management Team

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

Legal Holiday

Those days designated as State holidays in the Government Code.

Lot

See *Site*.

Project

The repair, mitigation, and/or restoration, other than normal maintenance, or the replacement of, real property of a local agency used for essential governmental services, including, but not limited to, buildings, levees, flood control works, channels, irrigation works, city streets, county roads, bridges, and other public works, that are damaged or destroyed by a disaster. "Project" also includes those activities and expenses allowed under subdivisions (a), (c), and (d) of Government Code Section 8685. [19CCR 2900(x)]

Project Manager

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

Right of Way

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

Scope of Work

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

Site

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

Small Business (Certified)

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

State

The State of California.

State Contract Law

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

Subcontractor

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

Task Force

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

Work Authorization

See *Work Order*.

Work Order

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

Attachments

Cost Proposal Sheet
Tree Removal Field Management for the Camp Fire
DRR19103

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

Contractor/Company Name: _____

Proposer shall submit hourly rates in the schedule below in a separate, sealed envelope. The hourly 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, and profit for each hour of work, including overtime, indicating the proposed rates of reimbursement for the project. Overhead, as used herein, includes administrative support, fringe benefits, and home office costs and does not include field costs to support the tree removal operations as directed by the IMT. Rates shall be inclusive of the Proposer's lodging costs.

Note: One Division Supervisor is required for every 5 Task Force Leaders. Actual numbers of personnel will be determined by the IMT's OC and PC and changed as circumstances require. It is anticipated that the number of Operations Chiefs, Planning Chiefs, Logistics Chiefs, Division Supervisors, Task Force Leaders, H&S Officers, and other support positions required will be based on the requirement to adequately plan, supervise, and direct the work appropriately, as required by CalRecycle.

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Project Manager		/ hour /person**	1,352	\$
Incident Commander		/ hour /person**	4,056	\$
Health and Safety Officer		/ hour /person**	4,056	\$
Operations Chief		/ hour /person**	8,112	\$
Registered Professional Forester		/ hour /person**	23,400	\$
Certified Arborist		/ hour /person**	87,360	\$
Branch Director		/ hour /person**	8,518	\$
Division Supervisor		/ hour /person**	32,760	\$

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Task Force Leader - Removal Sites		/ hour /person**	280,800	\$
Professional Land Surveyor		/ hour /person**	14,560	\$
Task Force Leader - Materials Receiving Facilities		/ hour /person**	62,400	\$
Environmental Unit Supervisor		/ hour /person**	12,979	\$
Environmental Unit Leader/Water Quality BMPs		/ hour /person**	14,196	\$
Environmental Unit Leader/Air Quality		/ hour /person**	12,168	\$
Environmental Branch Director/Senior Environmentalist		/ hour /person**	3,245	\$
Data/Package Manager		/ hour /person**	12,168	\$
Planning Chief		/ hour /person**	8,112	\$
Planning Assistant		/ hour /person**	6,490	\$
GIS Professional		/ hour /person**	6,490	\$
Financial/Administrative Chief		/ hour /person**	9,734	\$
Accounting and Administrative Staff - Field		/ hour /person**	12,168	\$
Accounting and Administrative Staff - Office		/ hour /person**	6,084	\$
Biologist		/ hour /person**	23,400	\$
Archaeologist		/ hour /person**	23,400	\$
Truck Inspection Crews (DOT Level 1)		Inspection Crew Days	780	\$
GPS Tracking of Commercial Fleet		GPS Units**	1,000	\$

(A)	(B)	(C)	(D)	(E)
Position Function*	Rate (Dollars)	Units	Factor	Project Cost (Dollars) (E)= [(BxD)]
Signage		Signs**	1,000	\$
Air Monitoring Equipment (including continuous monitoring dust trackers and portable electric generator sets and support materials)	...	Unit Days**	3,042	\$
Total Estimated Operational Cost				\$

*Any other technical or support staff and/or equipment deemed necessary by the CalRecycle Contract Manager 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 Contract Manager per the Work Authorization clause of Exhibit D.

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

Acknowledgement/Authorization

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

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

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

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

Name & Title of
Authorized

Representative:

Contractor Name:

Address:

Telephone #:

City, State, Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

Proposal Scoring Sheet
Tree Removal Field Management for the Camp Fire Tree Removal
DRR19103

Contractor/Company Name: _____

To advance to the cost opening, the Proposer MUST achieve the minimum score in each scoring category and an overall total score of 17.

1. Methodology

Max 9 points, Min 6 points to qualify

- a) Demonstrates the ability to provide the number of TRAQ qualified Certified Arborists, for the ultimate build up. (0-3 points)
- b) Overall approach and understanding of problems, issues and required tasks related to the Timber Harvest Plans/Conversion Exemptions Permit Applications. (0-3 points)
- c) Soundness of proposed methodology of the Staffing Work Plan as described on page 8-9. (0-3 points)

Score: a) _____ b) _____ c) _____ total: _____

2. Qualifications/Resources

Max 9 points, Min 6 points to qualify

- a) Assigned staff's senior and mid-level staff's knowledge, educational background, and experience with hazard tree removal operations or combined hazard tree removal and debris removal operations. (0-3 points)
- b) Assigned Registered Professional Foresters', Arborists, Biologists', Archaeologists', and other technical experts' experience and background in similar projects. (0-3 points)
- c) Abilities of assigned staff to conduct the necessary research with proficiency and accuracy and without omission and/or proposed training to be conducted to enhance staff capabilities. (0-3 points)

Score: a) _____ b) _____ c) _____ total: _____

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

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

Score: a) _____ b) _____ total: _____

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

Overall Total: _____

RFP Evaluation System and Rating Factors

1. Narrative proposal evaluation/scoring

- a) Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to an evaluation committee. The evaluators will, individually and/or as a team, review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.
- b) CalRecycle will use the following scoring system to assign points. Following this chart is a list of the considerations that raters may take into account when assigning individual points to a technical proposal.

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

2. In assigning points for individual rating factors, evaluators may consider issues including, but not limited to, the extent to which a proposal response:
 - a) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
 - b) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or
 - c) Demonstrates that the Proposer understands CalRecycle's need's, the services sought, and/or the contractor's responsibilities, and/or
 - d) Illustrates the Proposer's capability to perform all services and meet all scope of work requirements, and/or
 - e) If implemented, will contribute to the achievement of CalRecycle's goals and objectives, and/or
 - f) Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).

Bidder Declaration

State of California—Department of General Services,
Procurement Division GSPD-05-105 (EST 8/09)

Solicitation Number **DRR19103**

BIDDER DECLARATION

Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None _____

b. Will subcontractors be used for this contract? **Yes** _____ **No** _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

(1) Are you a broker or agent? **Yes** _____ **No** _____

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** _____ **No** _____ **N/A** _____

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

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

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



Page _____ of _____

BIDDER DECLARATION Instructions

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

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

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

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

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

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

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

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

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

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

Enter "N/A" if the:

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

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

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

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

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

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

SB/MB/DVBE SUBCONTRACTOR INFORMATION

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

SB/DVBE SUBCONTRACTOR INFORMATION

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

Printed Name		Signature:	
Title:		Report Date:	

Darfur Contracting Act

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

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

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section
Initials 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials + activities or other operations outside of the United States, but we certify
Certification below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

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

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

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

Iran Contracting ActPublic Contract Code Sections 2202-2208

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

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

OPTION #1 – CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

California Civil Rights Laws Certification

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

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

CERTIFICATION

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

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Federal Employer Identification Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS
☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

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

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

_____	_____
_____	_____
_____	_____

If a Corporation, state place and date of incorporation:

President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officer: _____ **Other Officer:** _____

Provide explanation if claiming Other:

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

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

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

Client References

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

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

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

REFERENCE 2

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

REFERENCE 3

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

If three references cannot be provided, explain why:

California Only Restriction

For DRR19103 Tree Removal Field Management for the Camp Fire RFP, a new restriction will be placed on Proposers. To be eligible for consideration, Proposers must be certified as a California-based entity. Proposers must complete Attachment J: California Only Restriction form thoroughly, from Sections 1 through 4, or Proposers will be deemed ineligible for consideration for DRR19103. Attachment J and all supporting documents must be submitted along with the Proposal package by the deadline set in Section 1 Overview Process Schedule.

Attachment J includes 4 Sections that must be completed entirely by Proposers, including:

- Section 1: Proposers must select one of the two definitions to be considered as a California entity (modeled partially after the Target Area Contract Preference Act).
- Section 2: Proposers must provide supporting documents to support their certification
- Section 3: Proposers must also answer a questionnaire to verify their certification as a California entity
- Section 4: Proposers must sign, under penalty of perjury, the certification contained in this form to be considered as a California entity

Interested parties are advised that a Proposer's subconsultants or subcontractors, if any, must also meet the definition of a California Contractor at the time of Proposal submission and through the life of the contract. CalRecycle's discovery of violations of the CA-only restriction – regardless of Proposer's intentions – may be found in breach of contract and placed on CalRecycle's unreliable list (see Title 14, California Code of Regulations, section 17050(f)).

SECTION 1 CHOOSE ONE OF THE FOLLOWING TWO

- (1) A business or corporation whose principal office is located in California, and the owners, or officers if the entity is a corporation, are domiciled in California

OR

- (2) A business or corporation that has a major office or manufacturing facility located in California and that has been licensed by the state on a continuous basis to conduct business within the state and has continuously employed California residents for work within the state during the three years prior to submitting a bid or proposal for a state contract.

SECTION 2 PREPARE SUPPORTING DOCUMENTS

Proposers are advised that they should prepare the following documents to support their Section 4 certification. Upon request, Proposers and Proposer's subcontractors/subconsultants, if any, must provide such information to CalRecycle within 24 hours or may be deemed ineligible for award. Post contract execution, Proposers and Proposer's subconsultants/subcontractors, if any, must also provide supporting documents within 24 hours of CalRecycle's request or may be found in breach of contract's terms.

- 1) Internal Revenue Service (IRS) official documentation verifying the firm's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

- 2) If Proposer is a Corporation: may provide corporate meeting minutes listing current elected corporate officers and directors or Statement of Information as filed with CA Secretary of State.
- 3) If Proposer is a Limited Liability Company (LLC): Articles of Incorporation, Operating Agreement and amendments, and LLC Statement of Information, as filed with the Secretary of State
- 4) If Proposer is a Joint Venture (JV): each JV partner must meet the CA-only restriction definition and include separate Attachment J forms. Each partner should be prepared to provide, upon CalRecycle's request, supporting documentation.
- 5) If Proposer chooses Option 1 in Section 1 above, the following information may also be requested by CalRecycle (even after contract execution, to determine potential violations):
 - a. Voter registration record issued by the County Registrar's Office for each owner or officer if the entity is a corporation
 - b. CA Driver's Licenses for each i) owner, or ii) officer, if the entity is a corporation
 - c. Residential lease agreement and cancelled checks – last three months from the publication date of DRR19103's RFP.
 - d. Residential utility bill (for example: gas, electric, water, or garbage services) for the three months from the publication date of DRR19103's RFP.
 - e. State income tax returns for the immediate three years prior to DRR19103's RFP publication.
 - f. IRS Form 4506-T requesting a transcript of a tax return
- 6) If Proposer choose Option 2 in Section 2 above, the following information may also be requested from Proposers:
 - a. Appropriate business licenses obtained with California state, county, or local jurisdictions
 - b. Any professional licenses obtained and issued by a California entity
 - c. Certified pay roll records of Proposer's employees for the three years prior to DRR19103's RFP publication.
 - d. Documents to verify Proposer's employee(s) residency status (see bullet 5's a-f, above, for examples of documents to satisfy residency verification).

SECTION 3 QUESTIONNAIRE

Proposer Must Answer the Questionnaire completely. No blank answers will be accepted.

- 1) Proposer's business structure type is (circle one):
 - a. Sole proprietorship
 - b. Partnership
 - c. Limited liability partnership (LLP)
 - d. Limited Liability Company (LLC)
 - e. Corporation
 - f. Joint venture

- 2) If a Corporation or LLC, please provide California Secretary of State Number:
- 3) Date business started:
- 4) Month Tax Year Begins:
- 5) If the firm's business structure type changed within the most recent three tax years, enter the previous type and the date the change occurred below:
 - a. Previous business structure type:
 - b. Date of business structure type change
- 6) Is this firm a franchise? Circle one: Yes No

SECTION 4

Signature of Proposer

CERTIFICATION STATEMENT: Under penalty of perjury, the signatory certifies that Proposer should be classified as a California entity for the sole purpose of gaining eligibility and consideration for DRR19103's RFP. The signatory attests to the truthfulness of Sections 1-4, including any of the Proposer's subconsultants or subcontractors. Violations – intentional or otherwise – may result in rejection of Proposal. If violations are found post-contract execution, Proposer understands that Proposer may be placed on CalRecycle's unreliable list (see Title 14, California Code of Regulations, section 17050(f)). Proposer understands that any supporting documents must be provided to CalRecycle within 24 hours of CalRecycle's request or be deemed ineligible for award. If contract has been awarded, Proposer understands that any supporting documents must be provided within 24 hours of CalRecycle's request or may be found in breach of contract.

DRAFT Standard Agreement (STD 213)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

DRR19103

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 Resources Recycling and Recovery (CalRecycle)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

(dollars and zero cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	5
	Attachment 1 Recycled Content Certification	2
Exhibit E**	Request for Proposal, DRR19103	
Exhibit F**	Proposal from company name in response to Request For Proposal, DRR19103	
Exhibit G	FEMA Public Assistance Program Contract Clauses	6
	Items shown with double Asterisks (**) 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.)

TBD

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 Resources Recycling and Recovery

CONTRACTING AGENCY ADDRESS

1001 "I" Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

Noah Valadez**Administrative Services Branch Chief**

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER DRR19055		PURCHASING AUTHORITY NUMBER (If Applicable)
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) Governor’s Emerg. Proc. (dated 11-8-19)

EXHIBIT A**SCOPE OF WORK**

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

CalRecycle Contract Manager

Name: TBD
 Phone: (916)
 Fax: (916)

Email: @calrecycle.ca.gov

<<Contractor>>

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

<<Contact
 Name>>@<<Contractor>>

Direct all agreement inquiries to:

CalRecycle Contract Analyst**Contracts Unit**

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

<<Contractor>>

Attention: <<Contractor Contact Name>>
 Address: <<Contractor Street Address
 <<Contractor City, ST, zip>>

Phone: (XXX) XXX-XXXX
 Fax: (XXX) XXX-XXXX

<<Contact
 Name>>@<<Contractor>>

3. Background

The Camp Fire has impacted Butte County. To date, it is estimated that over 300,000 trees were damaged in Butte County that require removal. This Contract will provide administrative and technical support services for this project. The anticipated duration of this project is approximately one year for hazard tree removal.

The Contractor shall provide professional hazard tree removal management services related to the tree removal in Butte County as well as assist CalRecycle in the coordination, documentation, and related efforts necessary to coordinate with county, state and possibly federal agencies and document tree marking, removal, processing and disposal. Services may include support services in other Northern California counties.

4. Work to be Performed

The Contractor shall perform all tree removal management services and reporting as required to manage the tree removal services in support of the Incident Commander (IC) to include providing Planning, Logistics, Operations, and field data management as directed by the CalRecycle Contract Manager. Through Work Orders, CalRecycle will direct the Contractor when and where these services are necessary. Typical tasks to be performed under this Agreement shall include, but are not limited to:

- A. Provide up to two Planning Chiefs (PC), per the Incident Command System (ICS) model, as directed by the IC, who shall work cooperatively in support of the IC and the incident requirements as defined by the IC, California Governor's Office of Emergency Services (Cal OES), and the CalRecycle Contract Manager. CalRecycle may use the Contractor's PC as support to CalRecycle's own PC but requires the Contractor's PC to be fully qualified to assist and even take over the role on an as-needed basis. The Planning Team shall perform (but not be limited to) the following tasks:
- 1) Work with the IC, and the Operations and Logistics Chief, to support CalRecycle and the RPFs in preparing the Timber Harvest Plans/Conversion Exemptions, if and as necessary. The implementation of that plan will be conducted as the individual properties become available, based on the Town and/or County's approval of Rights-of-Way (ROW) segments and private property Rights of Entry (ROEs), and as directed by the CalRecycle Planning Chief. The CalRecycle Planning Chief will control the work under this Agreement, and Work Orders will be issued as properties and public ROW segments become available.
 - 2) Assist CalRecycle Planning Chief in assigning Contractor Registered Professional Foresters (RPFs) and their Certified Arborists to properties and public ROW segments for delineating and documenting trees that are deemed hazardous.
 - 3) Provide necessary support staff, including at least one full-time GIS experienced and proficient professional who shall incorporate all necessary property data necessary to track the Tree assessment and removal of hazard trees on each participating property and public ROW segment.
 - 4) Provide necessary support staff, including at least one full-time GIS experienced and proficient professional who shall incorporate all necessary property data necessary to track Tree assessments and removal of hazard trees that could fall on all County and Town ROWs or on State/FEMA approved private roadways.
- B. Provide up to two Operations Chiefs (OC), per the ICS model, as directed by the IC. These OCs shall work cooperatively in support of the IC and the incident requirements, as defined by the IC, State OC, and the CalRecycle Contract Manager. The OC shall head up an Operations Team that shall provide all necessary support staff including Division Supervisors and Task Force Leaders to oversee the actual tree removal activities by the Hazard Tree Removal Contractor(s) (under separate Agreement to CalRecycle). CalRecycle will likely use the Contractor's OC as support to CalRecycle's own OC but requires the Contractor's OC to be fully qualified to assist and even take over the role on an as-needed basis. The Operations Team shall perform (but not be limited to) the following services:
- 1) Tree Removal oversight, including but not limited to, documenting the cutting and removal of Arborist designated RPF approved hazard trees, located on properties that are eligible for tree removal as determined by the IMT and County or Town ROWs that could fall on public rights of way or public facilities, as determined by the RPF, and addressed in the Timber Harvest Plan/Conversion Exemptions. Cut trees, processed slash and limbs, and chipped trees shall be handled separately. Cut trees, processed slash and limbs, and chipped trees shall be tracked separately (material quantities and costs) all the way to the Logging Decks. Logging Decks are where trees will be sorted and/or processed, prior to taking them to the End Use Facilities. The processed tree waste will also be tracked to the End Use Facilities (i.e., lumber mills, biomass-to-energy facilities, etc.) to meet the overall objectives of this project and to track costs. The Contractor shall develop the form and format of the daily reports to the satisfaction of CalRecycle, to be consistent with Federal Emergency Management Agency (FEMA) standards and style for electronic

monitoring reports, with input from CalRecycle staff and/or CalRecycle's Finance & Administrative services consultant.

- 2) Arrange with the Hazard Tree Removal Contractor(s) for efficient coordination of DOT Inspections and Certification of all Contractor trucks designated for the removal of trees and processed vegetative materials.
- 3) Provide Hazard Tree Evaluation Teams to conduct Initial Site Reconnaissance, as directed by the IMT's State Forester and the State's OC. Also conduct hazard tree evaluations of each property in the program and all Town and County's ROWs.
- 4) Be responsible for the preparation of the Assessment & Monitoring Contractor's own Hazard Tree Removal Operation Health and Safety Plan (HSP), signed by a certified health and safety professional. This HSP shall take into consideration both field and field office staffs' safety operating during the Covid-19 pandemic circumstances. The services to be provided by the Contractor have been determined, by CalOES, to be essential services due to the need to remove hazard trees for the impacted communities. The HSP shall designate a project Health and Safety Officer for the Contractor's employees and/or Subcontractors. The Contractor shall submit a draft copy of the HSP to CalRecycle's designated agent upon execution of this Agreement for review and comment. The Contractor shall designate, in writing, the individuals responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed for the duration of this Agreement. The Contractor shall be responsible for the health and safety of its workforce and shall comply with all State and Federal Occupational Safety and Health Administration (OSHA) requirements.

- C. Provide one Finance Chief (FC), per the ICS model as directed by the IC. The FC will work cooperatively in support of the incident requirements as defined by the IC, Cal OES and the CalRecycle Contract Manager. CalRecycle will likely use the Contractor's FC as support to CalRecycle's own FC but requires the Contractor's FC to be fully qualified to assist and even take over the role on as as-needed basis. The Finance Chief may be required to provide (but not be limited to) the following services:
 - 1) Prepare or support CalRecycle staff in the solicitation of the Tree Removal Contractor(s) Agreement.
 - 2) Support CalRecycle staff in the oversight and implementation of the Tree Removal Contractor(s) Agreements in the field.
 - 3) Assist CalRecycle staff and CalRecycle's Finance & Administration Consultant, under separate contract, in setting up the Tree Removal Contractor(s) and their subcontractor's invoice requirements to facilitate ease of invoice review and cost tracking of tree removal operations conducted per site and on the ROWs as part of the Government Hazard Tree Removal Program, to best meet the needs of CalRecycle and Cal OES for ease of state and/or Federal (if applicable) reimbursement.
 - 4) Assist CalRecycle in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.
- D. Assist CalRecycle in continuously auditing/monitoring daily field expenses, costs, and quantities and provide periodic reports to CalRecycle's Contract Manager. Provide necessary administrative support for the ICS Team in the field. This support may include staffing of the TROC or support staff to these positions.
- E. Provide at least five (5) and up to ten (10) RPFs as Subject Matter Experts, including one Lead RPF, to prepare or direct the preparation of Timber Harvest Plans/Conversion Exemption Permit Applications, one for each of the five (5) branches designated by the IMT, as overseen by the State's RPF Subject Matter Expert (SME). The five (5) sub-areas have

been by the IMT. The Contractors' Liaisons will also oversee the Tree Removal Contractor (a Licensed Timber Operator (LTO)) or the Tree Removal Contractor's subcontractor LTO(s) to ensure that the Timber Harvest Plans/Conversion Exemption are carried out as approved by CalFire's Regional State Forester.

Timber Harvest Plans/Conversion Exemptions – are as defined in Chapter 4 (Forest Practices), Division 1.5 (Department of Forestry and Fire Protection), Title 14 (Natural Resources), California Code of Regulations.

Hazard Trees - are trees that meet the FEMA description, namely: "if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter at 4.5 feet above ground level of six inches or greater; and one or more of the following criteria: it has more than 50% of its crown damaged or destroyed, or it is a split trunk, broken branches or exposed heartwood, or it is leaning at an angle greater than 30 degrees." Or as more precisely described in the CalFire Tree Notes No. 33 for, "Survival of Fire-Injured Conifers in California", Owen, Cluck, Smith, (April 2015)

- 1) All the RPFs will report to the CalRecycle OC and the IMT and work cooperatively with each of the sub-Area Deputy Operations Chiefs.
 - 2) These RPFs will oversee the timber being harvested within their Timber Harvest Plan/Conversion Exemption areas and make sure that they are properly delineated, marked, and documented, and that the Tree Removal Contractor's LTO(s) properly and safely cut the previously marked trees, and that they are processed and transported to the disposal sites per the state regulations and per their specific Timber Harvest Plans/Conversion Exemptions requirements.
 - 3) These RPFs will work with the Contractor's Biologists and Archaeologists in preparing the environmental protection aspects of the Timber Harvest Plans/Conversion Exemptions. The RPFs, Biologists, and Archaeologists will also inspect and ensure that the Tree Removal Contractor's LTO(s) are implementing the Best Management Practices delineated in the Timber Harvest Plans/Conversion Exemptions.
- F. Provide up to 40 Certified Arborists, as determined and trained up by the State Forester and the CalRecycle OC, to evaluate trees to be harvested as part of this operation. The Arborist/arborist technician will have the following responsibilities, but are not limited to:
- 1) They shall be trained by the State RPF and Contractor RPFs in delineating how to evaluate hazard trees. Each arborist/arborist technician will receive a training certificate from the State RPF indicating they have received such training and have indicated a clear understanding for evaluating the health and height of trees to be harvested and application of the Timber Harvest Plan/Conversion Exemptions.
 - 2) Under the direction of a State RPF, assess trees within the defined public right of way of each property eligible for tree removal as determined by the IMT and mark those trees, as prescribed by the State RPF, that meet the Timber Harvest Plan/Conversion Exemption requirements for selecting hazard trees.
 - 3) Certified Arborists shall be accompanied by Task Force Leaders who shall document all of the trees that are marked by the Arborist Technicians electronically which must include the number of trees, each tree's tree type and height (as determined by the Arborist), its diameter (at 4.5 feet above ground level), its GPS coordinates, and photographs of each tree. Maps of the trees shall also be prepared and placed in a database folder for each property by APN number and available to the IMT by "Box" or other similar, IMT approved database.

- G. Provide an adequate number of experienced biologists (including aviary and amphibian specialists) to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations.
- H. Provide an adequate number of experienced archaeologists to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for preservation of historic structures and artifacts under emergency operations.
- I. Provide an adequate number of experienced Environmental Unit Leaders and an Environmental Unit Supervisor, to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations.
- J. Provide an Environmental Branch Director/Senior Environmentalist to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations.

5. Overall Tasks to be Performed

The Contractor shall provide ICS IMT staff including OC, PC, LC and FC staff to lead and/or support the established State employee ICS Team in implementing the technical elements of the Timber Harvest Plan/Conversion Exemptions. The following is a summary description of the tasks the Contractor shall perform in implementing the Timber Harvest Plan/Conversion Exemptions. Actual interpretation in implementing the Timber Harvest Plan/Conversion Exemptions is at the discretion of the IMT.

- A. Prepare a Safe Work Plan for Contractor staff to follow for the services to be provided.
- B. Contractor Project Manager and IC shall ensure that all Contractor staff are trained by State RPF, CalRecycle OC, CalRecycle H&S professional, and State Environmental SME prior to being sent out for any field work.
- C. Conduct initial visual survey of roadways and infrastructure along those roads that could potentially be impacted by the debris cleanup operations. Evaluate pre-operational conditions with video recording and notes collected during the evaluation. The IMT shall review and approve all of the roadway pre-operation videos prior to contractor commencing with services that require travel on them. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agency.
- D. Perform Individual Property Assessments for Trees requiring removal under this program:

- 1) Under the direction of the RPF, Arborists will delineate those trees that are determined to be hazardous, and will mark those trees appropriately, as prescribed by the RPF, on each property.
- 2) One Task Force Leader shall be teamed-up with each Arborist on each property.
- 3) The Task Force Leader (TFL) shall:
 - i. Review the Right of Entry (ROE) and/or ROW (as applicable) documentation for the property before any Contractor staff enter the property. TFL shall communicate any hazards, unusual conditions, or other relevant information reported on the ROE/ROW to any other personnel entering the property.
 - ii. Verify that each property, upon arrival, has an address sign installed.
 - iii. If no address sign is installed, the Task Force Leader will install such a sign prior to proceeding onto the property.
 - iv. Observe any overhead utilities and note them in the TFL's documentation. This documentation shall be included in an easily accessible database with all other property specific information.
 - v. Identify and document any existing buildings, structures, fences, vehicles, septic tanks, water wells, stream beds, bridges, etc.
 - vi. Identify and document other property-specific hazards (i.e. animals, swimming pools, steep hillsides, large vehicles).
 - vii. Document all of the trees that are marked by the Arborist/ with a FEMA approved Survey 123 data collector software operated electronic device. Data collected will include:
 - a) unique identification numbers for all trees,
 - b) the number of trees (on this property) on a site assessment map,
 - c) each tree's tree type (as determined by the Arborist/Arborist Technician),
 - d) height,
 - e) its diameter (at 4.5 feet above ground level),
 - f) its GPS coordinates, and
 - g) a photograph of each tree before removal showing the identification number on the tree trunk and a photograph after removal showing the identification number on the remaining stump.
 - h) The TFL shall also prepare a survey map showing the location of the trees included on the property or right of way (The survey map shall include a tree represented as a circle tagged with a tree identification number).
- 4) Be prepared to mark property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being cut. Mark this possibility on the site map.
- 5) Place all above listed information in a database folder for each property by APN number and available to the IMT by "Box" or other similar, IMT approved database.
- 6) Assist in overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection required best management practices (BMPs) and avoidance and minimization measures (AMMs), for protection of endangered and impacted species and their habitats under emergency operations.
- 7) Task Force Leader (Tower Monitor):
 - i. Track each truck and estimate the volume in cubic yards of vegetative debris entering and leaving the debris management site.

- ii. Track each truck and estimate the volume in cubic yards of vegetative debris entering final destination wood waste facilities.

E. Conduct Air Monitoring and Surveillance during Tree Removal Operations:

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

F. Health and Safety Considerations:

1. Though this project is being conducted after the ash and debris removal operation has been completed, there still may be heavy metals impacted ash in the tree branches and bark. Therefore, dust control such as wetting the ground where the trees are intended to fall (with water from water trucks) prior to start of tree falling and removal and wetting down the trees prior to and during limb/slash chipping operations will be necessary to reduce dust and sawdust releases. The TFL shall be responsible to advise the Tree Removal Contractor about minimizing the release of dust and sawdust from their work areas.

G. Protect Storm Water Best Management Practices During Tree Falling and Removal Operations:

1. Observe and verify the protection of already installed on-property storm water best management practices (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.
2. Document the Tree Removal Contractor's installation of new stormwater BMPs necessary to meet Timber Harvest Plan requirements and overall operationally required BMPs to minimize both soil erosion and generated sawdust from being carried down to local waterways and streambeds.

H. Project Completion Documentation:

1. Provide adequate management level and administrative staff as required to conduct after action meetings and prepare an after action report for work performed on this project. An after action incident report is critical. After action reports will ensure that lessons learned can be integrated into response operations at future hazard tree removal operations. This process includes: identifying the functions to assess and evaluate, conducting meetings with key personnel to discuss these functions, and developing an after action report or improvement plan to document the lessons learned. These services are described in more detail as follows:
 - a. Determine Hazard Tree Removal Functions
Using the concepts of the California Standardize Emergency Management System (SEMS) and Incident Command System (ICS), the Contractor shall coordinate with CalRecycle to determine the hazard tree removal-related functions to assess for the after action meeting.
 - b. Conduct After Action Meeting

Once the list of functions is finalized, the Contractor shall conduct a half-day after action meeting with key personnel to discuss the successes and lessons learned from these fire tree removal operations. CalRecycle will coordinate the scheduling, invitations, and office location for the meeting. The Contractor shall facilitate the meeting and provide printed materials. The Contractor shall manage the agenda to ensure there is sufficient time to discuss each tree removal function. During the after action meeting, the Contractor shall use the Cal OES after action meeting template to document areas for improvement and potential improvement actions (i.e. planning, training, personnel, equipment, or facilities).

c. **Deliver After Action Report**

The Contractor shall develop and deliver the after action report that documents the successes and lessons learned from these hazard tree removal operations. The report will provide recommendations to address gaps in the Tree removal-related functions and will include an improvement plan matrix for CalRecycle to track improvement actions.

The final report will include best management practices that have been instituted as a result of the operational standards set forth on this fire. The report shall include a comparison to historical tree removal operations by other state agencies to demonstrate how CalRecycle can improve upon the effectiveness and efficiencies of their tree removal operations.

The Contractor shall conduct meetings to review changes to the report. The Contractor shall make the changes and provide the final version electronically to CalRecycle.

- d. **Prepare draft versions of CalRecycle project administration documents to implement the recommended changes on future hazard tree removal projects.** Example documents that may be amended include, but are not limited to: the Timber Harvest Plan/Conversion Exemption and all of its technical appendices, site completion reports, reports generated by the planning function on the ICS team, project Agreement, project Agreement solicitation documents, and any and all field documentation required for the project administration.

6. Roles

The following are CalRecycle's requirements for the specific roles and responsibilities of the Contractor's staff in the performance of this Agreement. All staff conducting work in and around the tree removal cleanup and disposal operations shall be trained in industry specific safety training, prior to commencing work.

A. PROJECT MANAGER

The Project Manager is responsible for overseeing the operations of the Contractor's staff deployed as part of the ICS Team. This position is not necessarily a full-time position but is dedicated to make sure that the operation has sufficient staff, equipment and materials to complete the work defined by the Incident Command's IC, OC, PC, LC, FC and CalRecycle's Contract Manager.

B. INCIDENT COMMANDER

The Incident Commander shall be responsible for overseeing the on-site Contractor ICS staff and be full-time in the field. The Contractor IC selection requires the approval of the CalRecycle FC/Contract Manager and the CalRecycle OC.

C. HEALTH AND SAFETY OFFICER

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

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

D. REGISTERED PROFESSIONAL FORESTER

The Registered Professional Foresters (RPFs) shall include a lead RPF and a minimum of five (5) and up to ten (10) Branch Area RPFs that together will oversee and help the State and the IMT manage the Tree Removal Contractor and subcontractors to ensure the proper implementation of the Timber Harvest Plans/Conversion Exemptions (THPs/CEs) for each sub-area. The RPFs duties include but are not limited to:

1. Preparing and/or overseeing the preparation of the THPs/CEs for each subarea.
2. Providing the THPs/CEs to the Tree Removal Contractor and/or to the Tree Removal Contractor's LTO Subcontractor(s) for signature and submitting to the CalFire Regional Forester prior to implementing of the tree harvest operation.
3. Once Rights of Entry (ROEs) have been submitted to and approved by the Town of Paradise and/or Butte County, and approved by the CalFire Regional Forester, the Contractor's Forester and/or their designated Certified Arborist shall assess and mark each property for hazard trees that could fall on public rights of way.
4. The RPFs will oversee and direct the Arborists (joined by the TFLs) to oversee that the LTOs prepare for the cutting, processing and removal of property marked hazard trees in such a manner as to protect any personal property and /or utilities in the process.

E. OPERATIONS CHIEF

The Operations Chief (OC) is responsible for developing and implementing strategy and tactics to accomplish the incident objectives by directing and/or supervising Hazard Tree Removal assessment and monitoring operations as well as Hazard tree removal operations. The OC duties include but are not limited to:

1. Is responsible to the Incident Commander for the direct management of all incident-related operational activities.
2. Works closely with and supports the IC, the PC, and the RPF in formulating and updating the Timber Harvest Plans/Conversion Exemptions that shall be prepared to direct the OC, the RPF, and the Operations Team as to their duties and their responsibilities.
3. Establishes and directs all tactical objectives for each operational period.
4. The OC organizes, assigns, and supervises all the tactical or response resources assigned to the incident. Responsible for setting up the required Divisions and/or Specialty Groups to properly, effectively, and efficiently carry out the hazard tree removal operations.

5. Directs the Operations Team who together shall be responsible for all activities focused on reducing the immediate hazard, saving lives and property, establishing situational control, and restoring normal operations.

The OC will also be responsible for recording and keeping track of all Damage Claims submitted to the IMT, the Town and County, the TFLs, and Contractor IMT. The Damage Claims forms, supplied by the IMT, will include a decision chain that will require signatures or acknowledgements by the TFL, Division Supervisor, Branch Director, Ops Chief, CalRecycle Ops Chief and the Incident Commander. The Contractor shall ensure that each and every Damage Claim form is prepared and completed as directed by the Ops Chief and Finance Chief. Damage Claims will be tightly managed and will be an important part of the Contractor's responsibility to manage, keep track of and follow-up on., .

F. DEPUTY OPERATIONS CHIEF

The responsibilities of the Deputy Operations Chief includes supporting the OC in collecting information, managing data, coordinating with property owners and local agencies in assisting in the preparation and carrying out of the overall tree removal preparation, operation, and de-mobilization.

G. BRANCH DIRECTOR

The Branch Director (as approved by the OC) 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 Tree Removal Contractor to address field activities concerns/issues) and to report back to the OC and IC about status or issues/concerns with operations in their purview. The duties for this operation include:

1. Fully understand and follow the requirements included in the Timber Harvest Plan/Conversion Exemption that covers their logistical area, provided by the PC and the State Forester;
2. Provide and/or verify that the Division Supervisors are properly trained to conduct the work assigned;
3. Provide direct supervision of and direction to the Division Supervisors and the work they are conducting;
4. Inform the OC of issues or suggestions on how to conduct the operation more efficiently and effectively;
5. Provide the necessary health and safety equipment and materials required for the Division Supervisors for the work they are conducting;
6. Provide the forms, tools, and communication equipment to keep in contact with the Division Supervisor at all times;
7. Report directly to the OC and be the line of contact between the OC and the Division Supervisors in fulfilling the responsibilities of the Branch as assigned by the OC.

H. DIVISION SUPERVISOR

The Division Supervisor (as approved by the OC) is responsible to supervise and support all Task Force Leaders (both responsible for overseeing the Tree Removal Contractor's Field Activities including recording the trees removed from each property within their logistical area of supervision and working with the Tree Removal Contractor's Superintendents addressing operational issues) and reporting their status to the Branch Director. The duties for this operation include:

- a. Fully understand and follow the requirements included in the Timber Harvest Plan/Conversion Exemption that covers their logistical area, provided by the PC and the State 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 Branch Director 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 Supervisor at all times; and
- g. Report directly to the Branch Director and be the line of contact between the Branch Director and the Task Force Leaders in fulfilling the responsibilities of the Division as assigned by the OC.

I. TASK FORCE LEADER

Task Force Leaders shall be selected and assigned by the Contractor's Project Manager and report directly to and work for the Division Supervisor, the Branch Director, and ultimately the OC. The Task Force Leaders are responsible for working with the Arborist in directing and overseeing tree removal operations at one or more such sites and must be capable of directing and overseeing these operations. The Task Force Leader shall have either at least two (2) years of experience in the Task Force Leader role and/or directing or overseeing tree removal operations at one or more such operations, or an approved equivalent, such as at least three (3) years of experience in overseeing and/or inspecting environmental cleanup and/or remediation operations and/or civil construction projects. The Task Force Leaders shall:

1. Read and fully understand the Timber Harvest Plan/Conversion Exemption for the area within which properties that the TFL will be monitoring, prior to monitoring any tree cutting and harvesting;
2. The TFL will accompany the Arborist during their initial property hazard tree assessments. The TFL will document all of the trees that are marked by the Arborist for placement in a database. The Arborist will determine the trees in need of removal, tree number identifier (pre-approved by the IMT), its diameter (at 4.5 feet above ground level), its type, its GPS coordinates. The TFL will then document all of the collected data, electronically, for each property including number, type and diameter of trees on each APN. The Arborist will prepare a Map of the trees, for each property that will be provided to the TFL so that the TFL can place it with the photos and other recorded information about each tree to be removed in a database folder for each property by APN number and available to the IMT by "Box" or other similar and IMT approved database;
3. TFLs will be responsible, along with the Hazard Tree Contractors, to keep hazard trees felled on ROWs and private Properties (APNs) separate throughout all phases of the operation, including felling, hauling processing, and end use. The slash from these two sources of trees must also be kept separate and reported as such, for purposes of FEMA reimbursement;

4. Bring to each property and fully read, understand, and follow the requirements included in the initial site plan and the ROE for that property and/or public right of way from which trees will be cut and harvested;
5. Attend daily Incident Operations Chief/Tree Removal Contractor initiated safety meetings to discuss possible personal and community hazards;
6. Be responsible to carry out, under the direction of the OC, the Branch Director, and the Division Supervisor, the Timber Harvest Plan/Conversion Exemption requirements for each individual property assigned, and to read and follow the Homeowner's directions, listed on the signed and County approved Right of Entry (ROE) Forms or within the Town or County ROWs;
7. The Task Force Leaders shall be the Property owner's point of contact until the trees on their property have been removed and the property has been cleared by the County;
8. Inspect each contractor's 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.
9. Inspect, monitor, photographically track, and document the trees cut and removed from the property by type, height, diameter, and number marked on the tree by the Arborist from each assigned property and right of way;
10. Provide documentation of trees removed by street, route, and date. Document the truck number on which each tree was placed and transported to the Log Storage/processing yard. This documentation shall be in a database or Excel format or other formats utilizing a Survey 123 data collector software including providing their own tablets or other similar electronic type devices;
11. Complete and submit to PC and/or any additional governmental agency all documentation that is required for CalRecycle to receive the maximum reimbursement for all covered trees removed and related costs. Task Force Leaders must also electronically record the GPS coordinates of all felled trees removed by the Hazard Tree Contractors from the ROW;
12. Watch and advise the tree removal crew's activities if any health and safety or environmental controls and/or activities (i.e. controlling dust, water run-off of burn ash, etc.) should be addressed during the hazard tree felling, processing, removal, and transport operations;
13. If there are any existing stormwater BMPs (such as wattles, compost socks, hay bales, erosion control matting or other such BMP) on the property, ensuring that they are not disturbed by the tree removal operation;
14. Per the Timber Harvest Plan/Conversion Exemption, work with the Arborist to be sure that any environmental and/or archaeological BMPs or AMMs required are in place and noted to the Tree Removal Contractor prior to commencing tree removal operations. The Tree Removal Contractor will not be allowed to work on any property that is not appropriately protected per the THP/CE;
15. Fill out and submit daily activity logs per property documenting Contractor labor staff and hours, equipment used, trucks that hauled materials from the property, log storage and processing yards or timber end use locations where trees and any processed materials from that property were taken to directly;
16. Inspect traffic control devices and procedures for compliance with the operation-specific traffic control plan;
17. Provide daily oral status reports to the Division Supervisor, the Branch Director, and the OC, or designees, at the end of each day;

18. Obtain site clearance/approval from OC once all designated hazard trees have been removed from the property to allow for a final walk through by the OC or designee;
19. Coordinate and work cooperatively with the Tree Removal Contractor, the State Forester's Site Inspection Team, the Operations Team's and Tree Removal Contractor's Health and Safety Officers, air sampling consultants (if required), and other Operations Team Members;
20. Coordinate and communicate with the State OC and PC on a regular basis or as needed, including reporting any unresolved issues, concerns, or complications that may be occurring with the Tree Removal Contractor;
21. Be present during any hazard Tree cutting and removal activities, and related on-site management, which shall take place from Monday through Saturday, up to 12 hours per day if safe conditions allow unless otherwise stated by the OC;
22. Perform other requests as directed by the OC and/or the PC;
23. Task Force Leaders assigned to truck staging area(s), Log Storage and Processing Yards, and/or Tree product End Use Sites will log trucks entering and leaving each Log Storage and Processing Yard and End Use Site, verifying source of wood materials (ie. ROWs or private properties) that are in the truck payloads, and verifying the quantity of materials delivered by each truck in a truck tracking system developed with the Division Supervisor, Branch Director, and OC/PC, monitoring the safety stickers and inspection stickers, transportation of the trees;
24. These same TFLs will also, utilizing the Tree Removal Contractors' provided scales, weigh and record each loaded and un-loaded truck entering and leaving the Log Storage and Processing Yards. They will also utilize the end use facilities scales (or Contractors' if and as necessary) to weigh the trucks that are directed there by the Contractors.
25. These same task force leaders will also track each tree log that is brought to the facility at which they are stationed,
26. TFLs may also be needed to weigh and record truck weights or trucks that Contractors direct to take their loads from the tree removal locations directly to end use facilities with Contractor provided temporary scale setups approved by the IMT;
27. If trees are chipped or otherwise processed, they will be processed separately as either ROW chipped trees or private property chipped trees;
28. Each tree that is chipped will be documented as chipped and tracked as chipped materials when taken to the end use facilities and
29. These Truck Staging Area and/or Log Storage and Processing Yard TFLs shall also inspect each Contractor's truck supporting work on each property and ensure that they each have a safety check placard, issued by the Contractor's DOT commercial truck inspector teams.

J. ARBORIST

The Certified Arborists are environmental science trained and degreed professionals experienced and trained in assessing the health of fire-damaged trees and trained by a RPF to assess such trees. The Arborist (shall be overseen and directed by one of the RPFs. The responsibilities of the Certified Arborists include, but are not limited to the following:

1. Each Certified Arborist/ shall receive a training certificate from the RPF indicating they have received such training and have indicated a clear understanding for evaluating the health and height of trees to be harvested.

2. Under the direction of an RPF, assess trees threatening the defined public right of way near each property that is eligible for tree removal as determined by the IMT and mark those trees appropriately, as prescribed by the RPF, that meet the Timber harvest plan/Conversion Exemption requirements for selecting hazard trees. This information will be logged into the Contractor database by the accompanying Task Force Leader and be accessible by the IMT by the next day.
3. Arborists shall be accompanied by task force leaders (who will document all of the trees that are marked by the Arborist for placement in a database). The Arborist shall determine the trees in need of removal, tree number identifier (pre-approved by the IMT), its height, its diameter (at 4.5 feet above ground level), its type, its GPS coordinates. The TFL shall then document all of the collected data, electronically, for each property including number, type and diameter of trees on each APN. The Arborist shall prepare a Map of the hazard trees to be removed from each property. This map will be provided to the TFL who will place it with the photos and other recorded information in a database folder for each property by APN number to be made available to the IMT (like "Box" or other similar IMT approved database).
4. Once the marked trees are felled, limbs and tops are processed as necessary, and cleared off of each property, the Arborist shall assess, document, and mark the tree stumps with their original markings (prior to cutting) and take a picture and GPS the stump location. This information shall be logged into the Contractor database by the accompanying Task Force Leader and be accessible by the IMT by the next day.
5. Prepare Final Site Tree Removal Reports, one for each property, that summarizes the pre-tree removal and post-tree removal conditions, including; the initial and final assessments, a copy of site's ROE, a summary of the trees removed from the property, the type of erosion control best management practices conducted on the property (post-tree removal operation, if deemed necessary by the RPF) and an indication of any unique or unexpected circumstances that occurred during the tree removal operations. Each report shall include pictures from both pre- and post-tree removal operations.

K. BIOLOGISTS/ARCHAEOLOGISTS

The Senior Biologists and Senior Archaeologists shall help to prepare the Timber Harvest Plan environmental protection supporting documentation assessments as well as recommended environmental/historical best management practices (BMPs) to protect these areas from negative impacts for each Timber Harvest Plan.

Biologists and Archaeologists, trained by the Senior Biologist, Senior Archeologist, and Lead RPF will conduct required assessments and monitor the Tree Removal Contractor's crews to make sure that they are implementing the THP's required BMPs.

Some of the Biologists shall be required to have aviary and amphibian specialties to assist in necessary evaluation and protection of species (endangered and otherwise).

L. ENVIRONMENTAL UNIT LEADER/AIR QUALITY

The Air Quality Environmental Unit Leader shall oversee the preparation and implementation of an air monitoring plan. The plan shall include the collection of air monitoring samples assessing for airborne particulate matter and criteria pollutants that may cause health hazards from the previously released structural fire ash that may have been captured by the hazard trees during the fire and subsequent debris removal operations. Criteria air contaminants are typically emitted from many sources. The Air Quality teams will typically set up continuous operating monitoring stations at key community sites, which will be checked on throughout the

day. Additionally, the teams will set up 3 continuous air monitoring stations at up to one-third of the hazard tree removal task force teams, which could add up to approximately 25 task forces in need of air monitoring. All of these air monitoring stations will also need to be checked on throughout the day. Data collected from these air monitoring stations may be used to determine that the operation is not a health hazard and can thereby, at the IMT direction, be removed as part of the daily operations.

M. DATA/PACKET MANAGER

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

The Data//Packet Manager shall also make collected data available to the OC, PC, and FC and the entire IMT as requested to help improve the effectiveness and efficiency of the operation.

N. PLANNING CHIEF

The Planning Chief (PC) shall oversee the collection, evaluation, and dissemination of operational information related to the incident. It is the PC's responsibility to prepare and assist the OC in implementing the THPs, as well as track the status of all incident resources and all the preparations for, data management from, and the final dispositions of each property that has entered into the tree removal program.

O. PLANNING ASSISTANT

The responsibilities of the Planning Assistant include supporting the PC in collecting information, managing data, coordinating with property owners and local agencies in assisting in the preparation and carrying out of the overall tree removal preparation, operation, and demobilization.

P. GIS PROFESSIONAL

The GIS professional shall be responsible for taking all local fire incident information, local agency information, mapping, and infrastructure information and building it into a cohesive database that can be used to assess, coordinate, and summarize all the tree removal activities that have taken place. The database shall be developed by the GIS professional to provide the PC, OC, and FC 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 CalOES and CalRecycle specified data structure. The Database shall be based on ESRI software and compatible with CalRecycle's GIS systems.

Q. FINANCE CHIEF

The Finance Chief (FC) is responsible for the Assessment and Monitoring Contractor's financial and cost analysis and cost efficiency aspects of the tree removal operations. These include Hazard Tree Removal Contractors' Agreement negotiations (if appropriate), recording or auditing personnel and equipment time, documenting and processing claims for accidents and injuries occurring at the incident, and keeping a running tally of the quantities and costs associated with the incident.

The FC is responsible for the following:

1. Assisting CalRecycle in tracking, assembling, documenting, and administering damage claim and damage claim evaluations.
2. Assisting CalRecycle's FC in continuously monitoring the Hazard Tree Removal Contractors' expenses, costs, and quantities, for which they have issued tickets, and provide periodic reports to the Contract Manager. The Contractor shall also be available to meet, answer questions, and provide records requested by third party auditors.

R. ADMINISTRATIVE STAFF RESPONSIBILITIES

Administrative staff shall be selected by the Contractor's Program/Project Manager and report directly to CalRecycle's Incident Operations Planning Chiefs (PC) supporting the tree cleanup activities. The services to be provided include:

1. Early on, work with the two Hazard Tree Removal Contractors, CalRecycle's Finance and Administrative Contractor, and the CalRecycle FC and/or accounting staff in developing an acceptable method for accounting of billable activities and an agreed upon format for invoices to be submitted to the Finance & Administration Consultant for review prior to submission to CalRecycle for approval and payment;
2. Work directly with the FC to track 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, etc.) tickets from each cleanup property on a daily basis;
3. Work with the FC in accumulating and tabulating and reporting daily and total project quantities for the Government Hazard Tree Removal Program;
4. Receive, review, and compare contractor invoices with the daily logs and materials disposal tickets for costs expended;
5. Evaluate invoices to verify that all costs have been charged per the Agreement approved unit rates;
6. Report to the FC any discrepancies between the daily logs, other per lot documentation, and the invoices; and
7. Other administrative requests made by either the PC or the FC.

S. ENVIRONMENTAL UNIT LEADERS

The Environmental Unit Leaders and supervisors will be responsible for overseeing and supporting the field work conducted by the Biologists and Archaeologists in addressing the environmental requirements of the Timber Harvest Plans.

T. ENVIRONMENTAL BRANCH DIRECTOR/SENIOR ENVIRONMENTALIST

Provide an Environmental Branch Director/Senior Environmentalist to assist the RPFs in preparing and overseeing the appropriate implementation of each of the Timber Harvest Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations. The Environmental Branch Director/Senior Environmentalist will also be responsible for overseeing and supporting the Environmental Unit Leaders in addressing the environmental requirements of the Timber Harvest Plans.

U. ENVIRONMENTAL UNIT LEADER/WATER QUALITY BMPS

Provide an Environmental Unit Leader to assist the RPFs in preparing and overseeing the appropriate implementation of each of the water quality BMPs required in the Timber Harvest

Plans/Conversion Exemptions with respect to the state California Environmental Quality Act (CEQA) and federal National Environmental Policy Act (NEPA) environmental protection requirements, for protection of endangered and impacted species and their habitats under emergency operations, summarized in the Environmental Protection Plan (EPP) and the Environmental Compliance Plan (ECP) drafted by the State Environmental Staff.

V. MISCELLANEOUS POSITIONS/SERVICES

1. Tribal Monitoring is a requirement for the overarching operation. FEMA will be contracting with federally recognized tribal nations as part of the operation. Tribal monitoring is typically provided by the regional tribe using tribal appointed monitors.

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 ten (10) 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.

2. The Contractor shall hire independent third-party DOT commercial truck inspector two-person teams. The Contractor shall:
 - a. Provide certifications and resumes indicating their experience as truck inspectors to the IMT for approval. The inspectors shall have the necessary insurance, qualifications, and expertise to perform a level one inspection for all commercial trucks assigned to the incident. All inspection records, both pass and fail, shall be submitted to the IMT within 24 hours of the inspection.
 - b. Provide as many such 2-person crews as is determined by the IMT to be necessary to confirm that all trucks pass safety inspections as required by the State Highway Patrol and applicable state and local regulations. The Contractor will placard each and every truck that has been inspected with a unique placard number that can be scanned by TFLs at each property site, log deck processing site, and final disposal site.
 - c. Inspect all logging trucks, haul trucks, wood chip trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the project. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road; these water trucks are considered construction vehicles.
 - d. Re-inspect 10 percent of all previously certified trucks every 30 days.
3. GPS Tracking of Commercial Fleet
The Contractor shall be responsible for installing and monitoring Global Positioning System (GPS) tracking on all haul trucks, street sweepers, and community water tenders. The Contractor shall provide access to the tracking software to the IMT and Tree Removal Contractor.
4. The Contractor is required to provide and install property signage, where necessary (signs may already exist), per the following:
 - a. Depending on the number of ROEs, up to approximately 1,000+ reflective aluminum address signs will be required. The sign dimension should be 6 inches in width and 18 inches in height or length. The edges shall be rounded and free

of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a 6-foot pre-drill, u-channel steel post or other post. The numbering for the address shall be 3 to 4 inches in height. The Contractor shall assemble and install each sign,

- b. The Contractor shall post each sign and notify USA 811 before installing.
- c. Address sign example (not to scale):



- d. CalRecycle will reimburse the Contractor for signage per the proposal cost sheet. The cost to provide signage shall be paid on a per sign basis and include all sign material, delivery, and installation.
5. The Contractor shall provide Licensed Professional Surveyor(s), as required by the IMT, to resolve boundary disputes on affected properties.
 6. There may be a need for the Contractor to provide additional professional services in support of the Government Hazard Tree Removal Program, if requested by CalRecycle. Any additional services must be approved by the Contract Manager in writing and in accordance with the "Work Authorization" clause of Exhibit D. All rates must be approved in the Work Authorization document, and shall be reasonable, typical of the industry, and allocable. If such additional services require subcontracting, the Contractor is limited to a ten (10) percent markup on subcontract costs.

Change Orders:

If the Contractor is directed to perform work outside the Scope of Work of this Agreement or encounters any other situation where it believes an adjustment of costs from the Cost Proposal Sheet is justified, the Contractor must immediately notify the Contract Manager and the IMT of the need for a Change Order. Failure to promptly notify the Contract Manager constitutes a waiver of any claim for additional compensation prior to actual notification to the Contract Manager.

The Contract Manager, in consultation with the IMT, shall notify the Contractor whether to perform or continue the affected work and issue a Change Order if adjustment to the Cost Proposal Sheet costs is necessary. The Contractor shall promptly provide all information requested by the Contract Manager in support of a Change Order. Upon completion, a Change Order shall be attached to this Agreement through the formal amendment process. A Change Order shall specify the effective date of the adjusted costs, but those costs cannot be invoiced at the adjusted rate prior the completion of the amendment. In order to be approved, the Change Order costs must be reasonable, allocable, and typical of the industry, and the Change Order work must be reasonable for the completion of the project scope.

Delays

In the event that a crew does not work as scheduled due to weather or other delays outside the control of the Contractor, the Contractor shall be compensated for the idle employees based on the hourly rates established on the Cost Proposal Sheet based on the chart below. The Contractor will not be compensated for delay costs if the Contract Manager, or designee, or the IMT provide twenty-four (24) hours or more advanced notice of delays.

For the purposes of this chart, more than or equal to 30 minutes of work shall be considered a full hour of work. Less than 30 minutes of work will not be considered.

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

Location of Services

Services will be provided in Butte County.

Control of Work

1. The CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed;
 - Rate and progress of the work;
 - Fulfillment of the services provided by the Contractor; and
 - Compensation for services provided by the Contractor.
2. The Contractor will designate a Project Manager who holds the following authority:
 - Act as the Contractor's Representative for work to be provided under this Agreement
 - Act as the Contractor's Representative regarding contractual matters relating to this Agreement

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

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

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

wildfirepaymentrequest@calrecycle.ca.gov

OR

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

- C. The Contractor agrees to have CalRecycle's Finance & Administration Consultant provide quality assurance and examination services for all of the Contractor's invoices prior to submission to CalRecycle. The Contractor shall resolve all deficiencies identified by CalRecycle's Finance & Administration Consultant in the Contractor's invoice packages prior to submission to CalRecycle. Each complete invoice package submitted to CalRecycle must include the below information. CalRecycle will not process incomplete invoice packages:
 - 1) Contractor's company name and address
 - 2) Date invoice was submitted
 - 3) Billing Period
 - 4) Contract Number and Incident Name
 - 5) Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the State, including a reference to the original invoice number.)
 - 6) Overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
 - 7) Contract line item number/ID
 - 8) Contract line item description
 - 9) Work Order No. for which the cost is authorized
 - 10) Change Order No., if applicable, for which the cost is authorized.
 - 11) Quantity of contract line item
 - 12) Rate of contract line item
 - 13) Overall total of contract line item (for services billed within invoice period)

- 14) Clear, scanned, copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition, (OCR) is preferred for all PDF formatted documents
- 15) (1) Copy of Excel format, (1) copy of PDF format
- 16) Invoice Payment Request Form
- 17) Payment Recommendation Report by CalRecycle's Finance & Administration Consultant
- 18) Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative
- 19) Form 209, where a dispute has been made and resolved

2. BUDGET CONTINGENCY CLAUSE:

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

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

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

5. COST BREAKDOWN:

Insert the final pricing from the winning proposer.

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

by the Contract Manager to remedy the issue at the Contractor's sole expense. CalRecycle reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm or other damages it determines attributable to the Contractor.

7. PAYMENT WITHHOLD: The provisions for payment under this contract will be subject to a ten percent (10%) withholding per invoice. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC) section 10346.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.
3. **California-Only Restriction:** Contractor is advised that only California Contractors may be awarded a contract. For the purposes of this Contract, a California Contractor means either of the following:

(1) A business or corporation whose principal office is located in California, and the owners, or officers if the entity is a corporation, are domiciled in California; or

(2) A business or corporation that has a major office or manufacturing facility located in California and that has been licensed by the state on a continuous basis to conduct business within the state and has continuously employed California residents for work within the state during the three years prior to submitting a bid or proposal for a state contract.

Subcontractors/subconsultants, if any, must also meet the same residency requirements as the Prime Contractor. Contractor must certify under penalty of perjury that it is a California Contractor, and that its subcontractors/subcontractors also meet at least one of the definitions above. Upon CalRecycle request, supporting documents must be provided (described in Attachment J) within 24 hours. Non-compliance may result in Contractor's breach of this contract, which may include: i) termination of contract, ii) placement on CalRecycle's unreliable list (see Title 14, California Code of Regulations, section 17050(f)).

4. **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.

5. 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.
6. 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 (DGS), Office of Legal Services, within five (5) working days of the completion of the evaluation. Upon filing an unsatisfactory evaluation with the DGS, 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 DGS. CalRecycle and the DGS shall file the Contractor's statement with the evaluation. (PCC §10369).
7. 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.
8. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:
 - (a) 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.
 - (b) 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.

(c) 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.

9. 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.
10. 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 DRR19103, Total Contract Amount \${Insert Amount}, pursuant to Government Code Section 7550."

11. 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.
12. 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.
13. 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)).
14. 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.
15. 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.

16. 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.

17. 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: <i>(Including operations, products & completed operations, as applicable.)</i>	\$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.
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Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.
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Employer's Liability:	\$1,000,000 per accident for bodily injury or disease.
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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 insured as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by U.S. mail.
- e. The workers' compensation and employer's liability policy shall be endorsed to contain the following provisions:
- The insurer waives any right of recovery the insurer may have against the State, its officers, officials, employees and volunteers because of payments the insurer makes for injury or damage arising out of the work done under contract with the State.
- f. Verification of Coverage: Contractor shall furnish the State with original certificates and amendatory endorsements effecting coverage as required in this section. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
- h. Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.
- i. State Remedies: If Contractor fails to maintain the insurance required to be carried by these provisions in full force and effect at all times, the State, in its sole discretion, may terminate this contract.
- j. Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

- k. Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement. In the event the insurance coverages obtained by the Contractor is broader in scope or the limits are higher than those required under this Agreement, such scope and limits available to the Contractor shall also be available and applicable to the State.

18. 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.

19. 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.

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

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

22. PUBLICITY AND ACKNOWLEDGEMENT: The Contractor agrees that it will acknowledge CalRecycle's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, or other type of promotional material.

23. RECYCLED-CONTENT PRODUCT PURCHASING: In the performance of this Agreement, the Contractor shall purchase used and/or recycled-content products as set forth on the back of the Recycled-Content Certification Form (Exhibit D, Attachment 1). For assistance in locating recycled-content products, please search the recycled-content product database available at: www.calrecycle.ca.gov/rcpm. If after searching the database, contractors are unable to find the recycled-content products they are looking for, please notify CalRecycle's Contract Manager. All recycled content products purchased or

charged/billed to CalRecycle that are printed upon such as promotional items, publications, written materials, and other educational brochures shall have both the total recycled content (TRC) and the post-consumer (PC) content clearly printed on them.

In addition, any written documents such as, publications, letters, brochures, and/or reports shall be printed double-sided on 100% post-consumer (PC) paper. Specific pages containing full-color photographs or other ink-intensive graphics may be printed on photographic paper. The paper should identify the post-consumer recycled content of the paper (i.e., "printed on 100% post-consumer paper"). When applicable, the Contractor shall provide the Contract Manager with an electronic copy of the document and/or report for CalRecycle's uses. When appropriate, only an electronic copy of the document and/or report shall be submitted and no hard copy shall be provided.

24. REMEDIES: Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
25. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with CalRecycle's Director or his/her designee with ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and CalRecycle Contract Manager for the purpose of solving the dispute.
26. STOP WORK NOTICE: Immediately, upon receiving a written notice to stop work, the Contractor shall cease all work under this Agreement.
27. SUBCONTRACTORS: All Subcontractors previously identified in the bid/proposal submitted are considered to be acceptable to CalRecycle. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or the Director or his/her designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager or the Executive Director immediately. If CalRecycle or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, The Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalRecycle for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
28. SUCCESSORS: The provisions of this Agreement will be binding upon and inure to the benefit of CalRecycle, the Contractor, and their respective successors.
29. TERMINATION: CalRecycle shall have the right to terminate this Agreement at its sole discretion at any time upon thirty days written notice given to the

Contractor. In the case of early termination, a final payment will be made to the Contractor upon approval by the Contract Manager of a financial report, invoices for costs incurred to date of termination and a written report describing all work performed by the Contractor to date of termination.

30. UNRELIABLE LIST: Prior to authorizing a Subcontractor(s) to commence work under this Agreement, the Contractor shall submit to CalRecycle a declaration from the Subcontractor(s), signed under penalty of perjury, stating that within the preceding three years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the subcontractor(s).

Placement of Contractor on CalRecycle Unreliable List anytime after award of this Agreement may be grounds for termination of Agreement. If a Subcontractor is placed on CalRecycle Unreliable List after award of this Agreement, the Contractor may be required to terminate the Subcontract.

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

32. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract 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.

EXHIBIT G

Required Contract Clauses for FEMA Public Assistance Program Contracts

The following clauses apply to this contract to the extent allowed by California law.

A. Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)): During the performance of this contract, the contractor agrees as follows:

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

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

8. The contractor will include the portion of the sentence immediately preceding paragraph (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.

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(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 (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

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

D.1-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 \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D.2-Federal Water Pollution Control Act

1. The contractor agrees to and 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 \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
2. 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 Amendment, 31 U.S.C. Section 1352 (as amended)

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

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (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 who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

H. DHS Seal, Logo, and Flags:

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

I. Compliance with Federal Law, Regulations, and Executive Orders

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

J. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action.

L. Required Affirmative Steps to Assure Certain Firms Are Used (Reference: 2 CFR 200.321)

During the performance of this contract, the contractor agrees, if subcontracts are to be let, to take the following affirmative steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. Procurement of Recovered Materials (Reference 2 CFR 200.322)

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

To be completed by Contractor

Name of Contractor:

Contract #:

Work Order #:

Recycled Content Certification

☐ 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 _____
 Fax _____ Phone _____
 E-mail _____ Website _____

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

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

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.

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

Proposal Completion Checklist

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

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

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

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

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

- ☐ Certification of Target Area Contract Preference Act
-

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

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

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