DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Bidders

October 21, 2015

You are invited to review and respond to this Invitation for Bids (IFB), entitled Fire Debris and Recovery Services for the Butte Fire in Calaveras County, DRR15043. In submitting your bid, 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 IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Shelly Lewis
contracts@calrecycle.ca.gov
Phone: 916.341.6649
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.

Shelly Lewis
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 Department of Emergency Services (CalOES) to manage a coordinated debris removal project in Calaveras County to remove fire debris material from residential structures destroyed by the Butte Fire. CalRecycle intends to perform this work in an expedited manner in full compliance with CalOES and Federal Emergency Management Agency (FEMA) project requirements as outlined in this Invitation for Bids (IFB), while protecting public health and safety and the environment.

Please note that CalRecycle is soliciting this contract under the authority of the Governor's Executive Order B-33-15 and many sections and requirements differ from typical IFB documents. Particularly be aware that many time periods are substantially shorter than might be expected in order to respond appropriately in the current emergency situation.

CalRecycle Contact Information

Department of Resources Recycling and Recovery
Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A
Phone: (916) 341-6649
FAX: (916) 319-7345
EMAIL: contracts@calrecycle.ca.gov

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

Service Needed

The Butte Fire in Calaveras County destroyed residential structures on over 600 properties throughout the County. These structures are on private property that requires individual property owners to sign a Right Of Entry form for CalRecycle and its Contractors to perform this work. There are currently 562 lots that have completed Right of Entry forms and more are anticipated. There is also a CalRecycle contractor working in the area on an emergency contract that will transition into the contract awarded under this IFB. We anticipate this contract to include between 300 and 450 residential lots that will cost between approximately $18,000,000.00 and $27,000,000. 450 lots will be assumed for bid bond and preference calculation purposes.

CalRecycle requires the Contractor to mobilize a minimum of 5 debris removal crews to the project site within 24 hours of receiving the Notice to Proceed and initial Work Order.

Bidders must be able to provide staff with technical abilities, related experience, and sufficient workforce to ensure cost effectiveness and timely remediation of sites. All Site Superintendents and equipment operators and laborers shall be currently certified, as needed, to handle for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks as outlined in Section V, *Work To Be Performed*.

Contract Budget

Subject to the availability of funds and approval by CalRecycle, there is a current maximum budget of $27,000,000.00 (twenty seven million dollars and zero cents). The initial contract award will be a fraction of the overall $27,000,000; the contract will be periodically amended to increase the budget as funds become available. 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 separate and distinct task. Any funds withheld with regard to a particular task may be released upon completion of that task to the satisfaction of CalRecycle. For debris removal, the individual lots constitute separate and distinct tasks, and completion constitutes the lots being cleared and taken through to the installation of erosion control measures per the

Operations Plan. 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 6 months and is expected to begin early November 2015. CalRecycle reserves the right to amend the term of this Agreement as needs arise.

Process Type
Invitation for Bid (IFB).

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

Advertisement Date	October 21, 2015
Optional Pre-Bid Meeting at 11 a.m. in San Andreas, CA	October 23, 2015
Written Questions Due by 4:00 pm	October 27, 2015
Submittals Due by 2:00 pm	October 29, 2015
Bid Opening at 2:00 pm	November 2, 2015

Optional Pre-Bid Meeting
The optional pre-bid meeting will be held at the following address:

184 W. Saint Charles Street, San Andreas, CA 95249

This meeting will allow potential bidders a limited opportunity to see conditions at the fire site, see several representative residential lots, and discuss the debris removal operations with CalRecycle staff.

Section II Rules and Conditions

Introduction
There are conditions that this IFB, submitting Bidders, bids and resulting Agreements are subject to and/or required to comply with.

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

- All items noted in IFB documents;
- Special Terms and Conditions, which are included in the sample Agreement attached;
- General Terms and Conditions (GTCs) and Contractor Certification Clauses (CCCs) are both available for viewing at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx;
- STANDARD SPECIFICATIONS State Of California Business, Transportation And Housing Agency Department Of Transportation – 2010, Published By Department Of Transportation, Division 1- General Conditions (ONLY) with modifications as shown in Attachment I; and
- FEMA Public Assistance Program Clauses, which are included in the sample Agreement attached.

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

If the Bidder 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 IFB.

Antitrust Claims
In submitting a Bid Package to a public purchasing body, the Bidder offers and agrees that if the Bid 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 Bidder for sale to the purchasing body pursuant to the Bid Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (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 Bid 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 IFB process are at the firm's expense. No costs incurred by the contractor participating in the IFB process will be reimbursed by CalRecycle.

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

Any information 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 Bidder 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 deemed confidential or trade secret(s) by the Bidder to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

Bidders needing clarification of the requirements of this solicitation may submit questions to CalRecycle's Contracts Unit. All inquiries must be received no later than 4:00 pm on Tuesday, October 27, 2015 regardless of postmark. If the inquiries are faxed, then the time and dated 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 Bidder 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 DRR15043**"

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

Addenda

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

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the IFB should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues. Addenda will be available on the CalRecycle webpage for this particular solicitation at http://www.calrecycle.ca.gov/contracts.

Modification of Submittals

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

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

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

Errors in Submittals

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

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

Unreliable List

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

Governance

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

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

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

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California, that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to sign an Agreement with the State of California. This statement may be included in the cover letter of the IFB Bid package.

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.

Small Business (SB) Preference

The following information shall apply to both SBs and MBs.

Any Bidder 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%) bid 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 bid 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 bid price with one of more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid 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 bid price (as specified in the solicitation) per subcontractor. Use Attachment B to report this information.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid 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 bid. In order to apply the preference and calculate the maximum preference amount, the bidder's Fixed Fee per Residential Lot will be multiplied by the anticipated 450 lots (resulting in a maximum SB preference or non-SB subcontracting preference amount of approximately $111.11 per lot).

For award based on low price, the preference is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage of SB participation. The SB preference will also be applied when a responsible bidder that is not a CA certified SB or a non-SB claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid.

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

A copy of the Bidder's SB certification should be included with the Bid Package.

If the Bidder makes a commitment to achieve small business participation, then the Bidder, 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 B to fulfill this requirement.

Disabled Veterans Business Enterprise (DVBE) Incentive

Any Bidder 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 = bid will receive five percent (5%) incentive.
2. Four (4%) participation level = bid will receive two percent (2%) incentive.
3. Three (3%) participation level = bid 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 one to five percent (1-5%) bid 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 bid 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 bid 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 bid 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 bid price (as specified in the solicitation) per subcontractor. Use Attachment B to report this information.

Bidders claiming a preference must commit to subcontract at least three percent (3%) of the net bid price with one or more California certified DVBEs. Completed certification applications and required support documents must submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid 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 bids from responsible bidders 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 bid price by the amount of incentive as computed from the lowest responsive and responsible bid 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 Bidder's DVBE certification should be included with the Bid 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 Bidder's DVBE certification should be included with the Bid Package.

If awarded, the Bidder 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 B to fulfill this requirement.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, 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. In order to apply the preferences and calculate the maximum combined preference amount, the bidder's Fixed Fee per Residential Lot will be multiplied by the anticipated 450 lots (resulting in a maximum preference amount of approximately $222.22 per lot).

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

Subcontractors

All subcontractors identified in the Bid, 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/MB and Disabled Veteran Business Enterprise firms identified on the Small Business/DVBE Participation Summary and include this information on each Work Order.

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.

Section III Bid Submittal Requirements

Introduction

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

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

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

Deadline

The Bid package must be received by CalRecycle, at the address listed in Section I, Overview by 2:00 p.m. on October 29, 2015.

Bids received after the deadline, will be considered late and returned to the Bidder unopened.

Addressing

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

Number of Copies

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

- One original, non-bound hard copy marked "Original" (do not include bid sheet in this copy)
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. (do not include bid sheet in this copy)
- One complete, signed cost bid sheet (Attachment B) in a separate sealed envelope marked **"Bid – Do Not Open".**

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

Document Printing

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

Cover Letter

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

a. Name and address of the Bidder submitting qualifications;
b. Bidder'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 negotiate and execute a binding Agreement on behalf of the Bidder;
e. Statement that personnel who will provide services under the agreement will have the required certifications and that bidder will have qualified personnel available to meet the service needs;
f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the IFB package;
g. Statement 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 10286;
h. Statement that the Contractor certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103;
i. A written declaration, stating that none of the contractor, its principals, or its affiliates are excluded or disqualified (per the Suspension and Debarment clause above); and

j. Statement of acknowledgement that the Bidder received any Addenda issued.

Qualifications and Resources

The prospective contractor must have the experience, qualifications, and resources to perform the required tasks of the project.

Bidder must provide all information required below. Failure to provide any information below may cause the bid to be considered non-responsive and the submittal may be rejected.

a. Organization: Provide a brief description of the organization's services and activities, including:
   - Date of establishment
   - History
   - Location
   - Any known conflicts of interest

b. References: The Bidder's team must provide a minimum of three (3) verifiable project 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 Bidder, as it deems necessary. If a reference or project experience is unable to be verified, it will be disregarded. Contractors must provide the name and current phone number of references that can confirm accuracy of experience and qualifications listed in the Proposal. References who are employees of the company submitting the Proposal or employees of firms legally associated with the Contractor submitting the Proposal will not be considered as valid references. Experience or qualifications that cannot be confirmed by CalRecycle staff (e.g., inappropriate contact person or incorrect telephone number) will be disregarded. References must support experience for types of work identified in Section V, Work to be Performed, have been completed within the last 5 years, and be of a minimum contract amount of $100,000 for the Prime Contractor and $25,000 for each subcontractor. If liquidated damages were applied to the reference project you must explain the circumstance. Use Attachment E to fulfill this requirement.

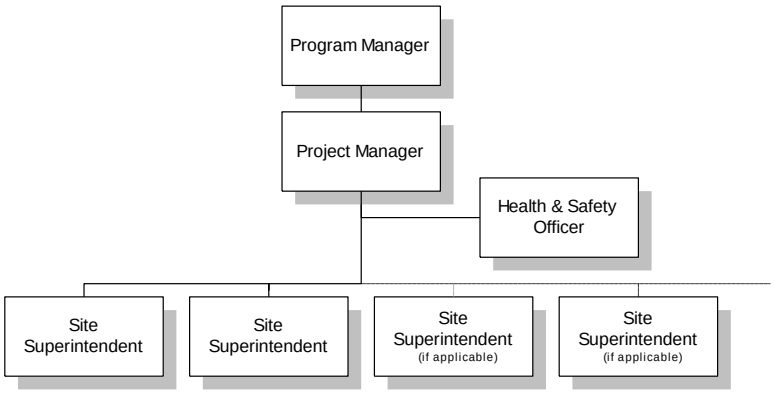
c. Organizational Chart / Personnel Information: Contractors must provide an organizational chart indicating the Project Manager and other staff designations as required by the IFB. Other personnel may be included in the organization chart. A resume is required for each person shown on the organization chart. Specific staff shall be identified for the following tasks, at a minimum:

   1) Project Manager
   2) Project Superintendents
   3) Health and Safety Officer
   4) Cost Estimators
   5) List of Subcontracts and their Roles

   A résumé for each of these key personnel must be submitted as part of the Proposal. The same person may be responsible for multiple tasks, but their experience in each task must be indicated in their résumé. The organizational chart shall indicate other primary employees of the Contractor and any subcontractors who will, or may be, involved with projects during the course of the Agreement. The organizational chart shall also indicate whether the employee works for the Contractor or is a subcontractor. Each resume shall include, at a minimum, the following:

   1) Current position in the firm.
   2) Experience for at least the last 5 years.
   3) Major projects and accomplishments.
   4) Education and special training.
   5) Professional Registrations, include certification number(s).
   6) Professional affiliations.

Example Organization Chart



d. Contractor Project Resources and Ability to Perform: Contractors shall describe adequate available resources available and a plan to properly resource this project to meet completion within 6 months. Additionally, provide Information that demonstrates the Contractors' ability to perform these types of work, experience with projects of similar scope, or any other information that demonstrates the Contractors' capabilities to perform work identified in Section V.

e. Partners/Subcontractors: The variety of work will likely require resources beyond the capabilities of most Contractors. If other construction firms are proposed as partners or subcontractors, the experience of those firms, in addition to the experience of the prime Contractor, shall be indicated on the appropriate forms in the Proposal. All experience documented on the forms shall be clearly marked to show which firm was responsible for the specific work.

   Any additional information that demonstrates the abilities of a proposed subcontractor shall be included. Subcontractor personnel who are listed in the Proposal shall be clearly identified as employees of their respective subcontractor.

Contractor Eligibility

The Bidder 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 10286.1. Additionally, the Bidder must include a written declaration, stating that none of the contractor, its principals, or its affiliates are excluded or disqualified (per the Suspension and Debarment clause above).
These statements may be included in the cover letter.

Qualification/Licenses

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Bidder's registration with the Secretary of State.
- The prime Contractor must have the required General Class A, General Engineering Contractor's license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors alone cannot be used to fulfill this requirement.
- HAZWOPR Certifications for all proposed Site Superintendents.
- The prime Contractor 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.

Bid Bond

The Contractor shall provide a Bid Bond for the project. The amount of the Bid Bond will be 10% of the Contractor's submitted cost for Fixed Price Fee per Residential Lot multiplied by the anticipated 450 lots.

Bonding Information

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions and provisions of this IFB and the resulting Agreement to the extent of a minimum of fifty percent (50%) of the total Agreement amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to CalRecycle's Contract Manager. This bond must guarantee Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet submittal requirements of this IFB.

Illness and Injury Prevention Program (IIPP) and/or Health and Safety Plan (HSP)

The Bidder shall have a current company IIPP that meets the requirements of 29 CFR 1910.120(b) or a sample of a recently prepared HSP environmental remediation/cleanup project representative of the types of projects envisioned to be conducted included in Section V. This must be submitted along with your bid. The IIPP shall apply to all employees involved in the Agreement. The HSP should include employees anticipated to be utilized under the Agreement. Each subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above.

The Bidder shall at all times be responsible for the protection of its employees and the public. Review of the Bidder's IIPP and/or the recently prepared representative HSP by CalRecycle Staff shall in no way relieve the Contractor of responsibility for any aspect of its work, or for compliance with all Federal, State, and local laws pertaining to health and safety.

The Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be at the site whenever work is being performed, unless otherwise authorized by CalRecycle Staff.

Prior to site entry, the Contractor shall ensure that:

A. Adequate work planning, health and safety evaluation of the proposed work scope and safety planning (including a HSP signed by an appropriate safety professional), and operating procedures review have been completed;
B. All personnel have been properly trained and briefed in hazards and procedures for the site to be entered;
C. Equipment and materials are on-hand to safely and efficiently complete the work;
D. Proper site access authorization has been obtained, and
E. Proposed project employees have read and signed the HSP.

Basis of Cost

This contract will be a Cost plus Fixed Fee contract. The following describes the basis for determining Cost for the purposes of this contract. This basis of cost must be considered by a bidder when determining the Fixed Fee per Residential Lot (Attachment A), which is intended to include all contractor overhead and profit for field work. All payments made under this contract will pay for actual costs, as described below, and the Fixed Fee per Residential Lot.

The Cost Bid Sheet is a self-contained document for purposes of calculating cost. The Fixed Fee per Residential Lot identified on the Cost Bid Sheet may not be changed and will remain in effect for the life of the agreement.

The Contractor entering into an Agreement as a result of this IFB will be reimbursed in arrears for services satisfactorily rendered and approved by the CalRecycle's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the CalRecycle's Contract Manager of itemized invoices in triplicate and submitted in electronic Adobe Acrobat (pdf) format. Separate invoices itemizing all costs are required for all work performed under each Work Order. CalRecycle will allow invoicing as frequently as twice a month.

All costs shall be reasonable, allocable, actual, and allowable. To be allowable, the cost must be authorized by the contract and included in an approved work order. The contractor bears the risk of any costs incurred that are not approved in a work order. Costs incurred without prior CalRecycle approval may not be reimbursed.

The Fixed Fee per Residential Lot will not be released for a given lot until CalRecycle has confirmed that the lot is completed to the satisfaction of CalRecycle. Generally, this means that all debris materials have been removed, soil samples have been taken and tested as acceptable, hazard trees have been removed, and all erosion control has been installed. While the basic steps for taking a lot from how it exists after the fire to completion are detailed in the Operations Plan, the Contractor shall work under CalRecycle's Incident Management Team (IMT) direction and discretion on the details as to what is required to complete each residential lot cleanup. The Contractor should be aware that the soil sampling process can delay the completion of a lot; a delay of two weeks is not unusual.

Prevailing Wage Employees: Compensation for prevailing wage employees shall be made at the appropriate rate for each classification as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 (rates available at http://www.dir.ca.gov). Contractor shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

For non-union subcontractors, the fees payable to the appropriate union under a collective bargaining agreement shall be considered part of the overall labor cost.

Incident Management and Office Support Employees: The Contractor shall provide a table of personnel that will provide overall Incident Management and Office Support Employees for this project that corresponds to the Organizational Chart / Personnel Information in Qualifications and Resources, section c. Rates that apply to the key positions not identified in the Caltrans Labor Surcharge and Equipment Rental Rates or in the Department of Industrial Relations prevailing wage rates shall be presented to CalRecycle prior to the execution of the contract. The specified hourly rates shall include fringe benefits and general administration and shall remain fixed for the duration of the Agreement. These rates are not to include profit and overhead. If the hourly rates are determined unreasonable by CalRecycle as compared to current rates for other similar contractor and consultant rates for similar positions and functions, the rates may be negotiated.

Overtime: Overtime will be required and will only be paid to persons covered by the Fair Labor Standards Act.

Union Subcontractors and Non-Union Subcontractors: This contractor is a member or affiliates of Operating Engineers Local 3 and/or the Northern California District Council of Laborers. Additional labor costs associated with non-union subcontractors working under union collective bargaining agreement are allowable under this contract and are subject to Contractor fee.

Progress Payment and Payment Withhold: Progress Payments are permitted for tasks completed under this agreement as frequently as twice per month. The provisions for payment under this contract will be subject to a ten percent (10%) withholding per separate and distinct task. Any funds withheld with regard to a particular task may be released upon completion of that task to the satisfaction of CalRecycle. For debris removal, the individual lots constitute separate and distinct tasks, and completion constitutes the lots being cleared and taken through the installation of erosion control measures per the Operations Plan, and acceptance as complete by CalRecycle. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

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

A. A transmittal letter stating the reasons why the modification to the Contractor's team is necessary, including a statement as to whether and how such a substitution may affect the Contractor's ability to achieve the goals of this Agreement.

B. A resume for the individual proposed to be added to the Contractor's staff.

C. An amended Cost Proposal including all new staff for the prime Contractor, in the format prescribed by CalRecycle.

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

Contractor Equipment: Contractor-owned equipment may be used for disaster sites. Equipment mobilization shall be paid at cost verified by bills or printed receipts. Payment for this equipment will be based upon either:

A. Negotiated CalRecycle-approved rates. Rates paid for equipment shall include fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. These rates shall be based upon the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, or
B. Rental rates listed for that equipment in the Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except

that for those pieces of equipment with a rate of $10.00 per hour or less as listed in the Labor Surcharge and Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor shall be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on the work.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

If it is deemed necessary to use equipment not listed in the Labor Surcharge and Rental Equipment Rates, a suitable rate for such equipment will be established by the Contract Manager. The Contractor may furnish any cost data that might assist in the establishment of such rate.

Payment for equipment identified in a Work Plan and approved as necessary for the timely completion of a project, that will not be operated on a continuous basis throughout the project (e.g., water trucks and haul trucks), will be paid for in accordance with Table VI-1. This is an equipment list agreed upon by the Incident Management Team as necessary to be available to the overall operation. Equipment provided at the discretion and convenience of the contractor shall only be compensated for when in use.

Equipment operated for overtime hours will be paid for in accordance with provisions specified in the Labor Surcharge and Equipment Rental Rates. The hours to be paid for equipment that is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns. More than or equal to 30 minutes of operation shall be considered a full hour of operation. Less than 30 minutes of operation will not be considered as operated.

Table VI-1

Hours Equipment is in Operation	Hours to be Paid
0	4
1	4.5
2	5
3	5.5
4	6
5	6.5
6	7
7	7.5
8	8

After commencement of work, should it become necessary to suspend work for more than two working days for reasons beyond the control of the Contractor, the Contractor shall immediately notify CalRecycle staff in writing. CalRecycle and the IMT staff will promptly investigate and determine whether or not to compensate the Contractor for idle equipment. If CalRecycle and the IMT staff determines compensation is warranted. CalRecycle and the IMT staff will determine whether to maintain the Contractor's equipment on site and compensate the Contractor for idle equipment charges.

Subcontractor Equipment: Subcontractor equipment may be used for disaster sites. Subcontractor equipment mobilization shall be paid at cost as verified by bills or printed receipts. Payment for this equipment will be based upon negotiated CalRecycle-approved rates, based upon the Labor Surcharge and Rental Equipment Rates, or at the Labor Surcharge and Rental Equipment Rates. Rates paid for equipment shall include overhead, general administration, profit, fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Subcontractors: CalRecycle will reimburse the Contractor for Subcontractor services. All allowable Subcontractor costs shall be eligible for Contractor fee. Subcontractors are subject to the Subsistence and Travel Allowance, and the Non-Compensable Services provisions of this contract, with no markup.

Consultants: CalRecycle will reimburse the Contractor for Consultant services. All Consultant rates shall be pre-approved by CalRecycle. All eligible Consultant costs shall be eligible for Contractor fee. Consultants are subject to the Subsistence and Travel Allowance, and the Non-Compensable Services provisions of this contract, with no markup.

Project Specific Insurance/Bonds: CalRecycle will reimburse the Contractor for the actual cost of project specific insurance and payment/performance bonds. These costs shall be not be eligible for Contractor fee. This does not include bid bonds required with the Proposal.

Temporary Office Space: Since the disaster project will require a long term semi-permanent spot from where to manage the project, the Contractor shall provide an appropriate sized construction trailer/office for contractor staff and IMT staff, agreed upon in the Work Plan. The construction trailer or leased facility shall be provided with electric and communication utilities and provisions for water and restroom facilities.

Equipment and Tools: Contractor shall provide all necessary tools, instruments and safety equipment required to perform the work identified in each Work Order accurately, efficiently, and safely.

Only equipment purchases authorized in a Work Order will be reimbursable. For non-expendable equipment with a cost exceeding $500, the Contractor shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of $500 or more. A copy of the inventory record must be submitted to the State upon request.

At the conclusion of the contract or if the contract is terminated, the Contractor may either keep the equipment and credit the State in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined, at the Contractor's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the State and Contractor. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the State. Missing or unaccountable non-expendable equipment shall be credited to the State at the fair market price.

Other Services and Materials: CalRecycle will reimburse the Contractor for other services, if authorized in the Work Order. Examples of other services include: permit and licensing fees for site remediation to comply with state and local regulatory agency laws, codes, regulations and ordinances; surveys, sampling and testing; report reproduction; overnight mail; materials and supplies; health and safety supplies, and other such costs determined reimbursable by the Contract Manager. Site communication (e.g., radios, cell phones with appropriate cell service, satellite phones) costs for the IMT is allowed and maybe required due to remote locations. No markup will be allowed for approved other services and materials.

Non-Compensable Services: Compensation for overhead costs, office fax and telephone charges, pagers, cell phones (unless not covered by current cell phone providers), computers, miscellaneous incidentals, and supplies are not compensable and will be deemed to be included in the Fixed Fee per Residential Lot.

Other charges not reimbursable are direct or indirect overhead incidental to providing the contracted services and cost of business and professional licenses and permits, including such items as invoice preparation, project accounting, billing, photocopying invoices and billing information, and administrative overhead.

Tire Damage: Tires on construction equipment at disaster sites may be damaged in excess of normal wear due to the terrain and/or waste materials. In such cases, the Contractor may request to be compensated for tire repairs or tire replacement in their invoice.

Types of Anticipated Work: Refer to Attachment H of the IFB which contains the sample Agreement, specifically Exhibit A, Section 4 of the Agreement.

State Income Tax Withholding: Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax withholding.

An independent contractor as defined in Black's Law Dictionary is:

"One who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as to the end product or final result of work."

Travel and Per Diem

- Only the least costly travel method (for example, personal car, rental car, or air travel) will be reimbursed. When determining the least costly travel method, the Contractor should take into consideration not only direct expenses, but also the time billed. If the Contractor is unsure what least costly method may be, he or she shall consult with the Contract Manager. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq. Readable receipts with sufficient detail (date, time and expense description and amount) are required for all expenses. Credit card receipts are generally not sufficient documentations for travel expenses.
- Given the severe nature of the disasters and limited travel accommodations rates up to $150 a night for lodging will be acceptable. The provided receipt shall be itemized on a daily basis and broken down per person (when applicable). If accommodations are provided by the contractor in the form of temporary housing for employees, the lodging rate will be adjusted to a daily rate for the actual cost of the temporary housing.
- Other travel expenses including but not limited to lodging, airfare, rental cars, fuel, and parking will be reimbursed at cost verified by bills or printed receipts. In areas of paid subsistence and travel allowance, said allowance shall be deducted from the daily allowance specified above. The use of rented four-wheel drive vehicles and/or trucks is allowed due to the terrain.
- Subsistence, travel allowance and per diem shall not be subject to Subcontractor markup or Contractor fee.
- Meals (actual expense) (up to $7 for breakfast, $11 for lunch and $23 for dinner) – up to a maximum of $41 per day
- Incidentals – up to a maximum of $5 per day.
- Coach airfare, mid-size/economy rental cars, parking and fuel – actual costs verified by bills or receipts. Expenses for rental car insurance purchased from the rental car company, fuel for rental cars purchased from the rental car company, and additional air travel expenses such as preferred boarding, will not be reimbursed. First Class or Business Class air travel is not allowed. Airport parking must be at the most economical rate. Expenses for one way rental car expense (i.e. charges for returning a rental car to a location other than that from which it was rented) will only be reimbursed if preapproval is given by the Contract Manager prior to the expense being incurred.
- Personal Vehicle Use for travel is reimbursed at $0.575 per mile; however fuel will not be reimbursed if a personal vehicle is used and reimbursed at the mileage rate.

Section IV Evaluation and Selection

Introduction

CalRecycle will perform a review process to ensure that the Bidder has included all required documentation in the Bid submittal and has included the necessary information for CalRecycle to determine that the Contractor is responsive and responsible. The bid sheet must be in a separate sealed envelope marked “Bid – Do Not Open”.

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

Grounds for Rejection

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

Additionally, a bid may be rejected if:

- It is received after the due date and time for submittal;
- The bid submittal is unsigned;
- The bid cost is not prepared as required by the IFB;
- The Bidder has been prohibited from contracting with the State by the Department of Fair Employment and Housing;
- The Bidder has received a substantive negative contract performance from the State; or
- Any items or information required by the IFB are not included with the submittal.

No bid may be rejected arbitrarily or without reasonable cause.

Bid Opening

The qualified bids (sealed) will be opened publicly at the time set in Section I, Schedule.

Award of Agreement

Award of this Agreement will be to the lowest responsive responsible Bidder meeting all of the IFB requirements after preferences are applied as indicated in Section II Rules and Conditions.

In the event of a tie, CalRecycle shall utilize a tie breaker to determine the winning Bidder. The tie breaker will be determined based on which bidder has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award an Agreement.

Rejection of Award

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

CalRecycle reserves the right to disqualify the awardee and award the Agreement to the next lowest responsive responsible Bidder.

CalRecycle will notify the rejected lowest responsive Bidder, at least five (5) days prior to the award being made, of the decision not to award the agreement.

Notice of Intent to Award

CalRecycle will post a notice of intent to award the agreement resulting from this IFB, only upon written request of any Bidder.

The request must be submitted to the contact contained in Section I, Overview.

If requested, the notice of intent to award will be posted on CalRecycle’s contract website at http://www.calrecycle.ca.gov/Contracts/ and at the headquarters address noted in Section I, Overview one day prior to award of the contract.

Protest of Award

A Bidder may protest the proposed award by filing a protest with the Chief Deputy Director of CalRecycle. The protest must be filed within five days of the notice of intent to award the contract.

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

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

In considering the protest, the Chief Deputy Director may request and consider written statements of the protestant, the awarded bidder, and CalRecycle, along with all IFB and bid documents.

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

Department of Resources Recycling and Recovery
Attn: Ken DaRosa
1001 I Street, MS-25A
Sacramento, CA 95814
Fax (916) 319-7289

Department of Resources Recycling and Recovery
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7305
Email contracts@calrecycle.ca.gov

Section V Description of Work

Work to be Performed

The work to be performed in the Contract involves the primary work of the removal of burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas, as well as related support services, such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. Burn ash, recyclable, metals, concrete, and overexcavated soil will be handled separately, and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on similar projects, typical quantities of materials generated from a residential burn debris site are: 40 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil.

The scope of work and plan for the removal of materials is more fully described in the Debris Removal Operations Plan with Project Specifications for the Butte Incident, Calaveras County, California (Debris Removal Plan) is included in Attachment J. Work will be performed at the direction of, and in cooperation with, the employees and agents of CalRecycle and the Incident Management Team (IMT). The project Contract Manager will be the only CalRecycle point of contact for contract, payment, and contractor performance issues as described in the following Control of Work section.

All Site Superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPR) in accordance with Title 29, Code of Federal Regulations (29 CFR), Section 1910.120 and Title 8, California Code of Regulations (8 CCR), Section 5192 and have appropriate experience to adequately perform the tasks outlined below.

Tasks

All work under this Agreement shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications viewable at http://www.dot.ca.gov/hq/esc/oe/construction_standards.html that is in effect when the work is performed (and CalRecycle's "Modification To General Provisions From Department of Transportation Standard Specifications" document), the Debris Removal Plan (Attachment J) and in accordance with the plans, special provisions, and instructions included in Work Orders issued under the contract.

A. Through Work Orders, CalRecycle will direct the contractor on how, when, and where remediation work is to be performed. This direction is necessarily based on site conditions unknown at the time of solicitation and is outside of Contractor control.

   The Contractor shall complete remediation of all lots to the satisfaction of CalRecycle. Generally, this means that all debris materials have been removed, soil samples have been taken and tested as acceptable, hazard trees have been removed, and all erosion control has been installed. While the basic steps for taking a lot from how it exists after the fire to completion are detailed in the Debris Removal Operations Plan, the Contractor shall work under CalRecycle IMT direction and discretion on the details as to what is required to complete each residential lot cleanup. The Contractor should be aware that the soil sampling process can delay the completion of a lot; a delay of two weeks is not unusual.

B. Work Orders

   1. All work under this Agreement will be performed through Work Orders issued to the Contractors by CalRecycle's Contract Manager. When the IMT determines the need for Contractor services under this Agreement, a Work Order will be issued by the Contract Manager. Work Orders will detail activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Costs for each Work Order will be determined after discussions between the Contractor, the Contract Manager, and the IMT. The Contractor shall plan to work as efficiently as possible and make suggestions to increase project efficiency. Work Orders will be amended as appropriate.

   2. The Contractor shall not perform or undertake any work that is not indicated or addressed in the Work Order. The Contractor shall immediately notify the Contract Manager and IMT of any condition or event that may interfere with completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. The CalRecycle Contract Manager will,

in a reasonable time, provide written direction to the Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work, or changes and additions not pre-authorized in writing by Program staff, may not be considered for compensation.

3. The following forms and information will be required for each Work Order:
    i. Payment Bond;
    ii. Performance Bond;
    iii. Levels of Small Business/DVBE Participation; and
    iv. Recycled Content Certification.

C. The work to be performed in the contract involves the primary work of the removal of burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas, as well as related support services, such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. Burn ash, recyclable, metals, concrete, and overexcavated soil will be handled separately and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on similar projects, typical quantities of materials generated from a residential burn debris site are: 40 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil.

The Contractor will be responsible for tracking and providing information as required to document material quantities and the project costs allocable to each type of material by residential lot. The method, detail and adequacy of the material and cost tracking information by lot will be jointly developed with the State, with final approval of adequacy coming from the State. Staff time for material and cost tracking is payable under the contract. The State may also use IMT staff and a separate debris monitoring contract to assist in this effort.

D. Overview of Operations: The Contractor shall follow a systematic approach to removing debris from the property, as described in the Debris Removal Plan. Typical tasks include:

1. Initial Site Reconnaissance
    i. Install address and project signs.
    ii. Obtain, analyze, and evaluate background soil samples to establish cleanup goals for the project.
    iii. Identify water and electrical sources.
    iv. Identify equipment and material staging area.
    v. Identify disposal and recycling options.

2. Individual Site Assessments
    i. Check for underground utilities by alerting Underground Service Alert (USA) for public right of way.
    ii. Check for underground utilities by using an independent private utility locator service for private right-of-ways, if necessary.
    iii. Identify and mark property lot lines.
    iv. Identify septic tank and leach field locations on each property.
    v. Identify water wells, springs, other water sources and water storage tanks on properties not serviced by the local water agency.
    vi. Measure and record foundation and other hardscape footprints.
    vii. Measure and record ash footprints.
    viii. Identify other property-specific hazards (i.e. swimming pools, large vehicles, hazard trees).
    ix. Conduct radiation sweep.
    x. Identify, sample, analyze, and remove asbestos containing materials.

3. Debris Removal
    i. Complete notifications.
    ii. Remove vehicles for recycling or disposal.
    iii. Collect, consolidate, and remove metals for recycling.
    iv. Collect, consolidate, and remove concrete for recycling.
    v. Collect, consolidate, and remove ash, debris and soil for disposal.
    vi. Collect, consolidate, and remove hazardous trees for recycling or disposal.
    vii. Finish grading/smoothing ground surface.

4. Confirmation Sampling
    i. Sample and analyze soil.
    ii. Compare soil results to cleanup goals.
    iii. If results exceed cleanup goals, another layer of soil will be removed for disposal and the site re-sampled.
    iv. If results are less than cleanup goals, site will be prepared for final erosion control and certification.

5. Implement Erosion Control
    i. Implement storm water best management practices to control sediment runoff and promote vegetation from each remediated property. Erosion control will only be placed on the structural debris areas and not on the entire parcel.

E. Additional major items of work anticipated in this project include, but are not limited to:
1. Establishing a Debris Removal Operations Center, necessary site facilities and adequate safety and sanitation facilities;
2. Coordination of all contractor resources;
3. Installation of all necessary project signs including site specific signs indicating removal progress;
4. Removal and disposal of debris, solid waste, and demolition debris to appropriate facilities;
5. Segregation of recyclable debris and delivery to recycling facilities;
6. Removal of trees that pose a safety hazard;
7. Site contouring and erosion control;
8. Establishing and ensuring traffic control plans; and
9. Cost tracking.

F. Additionally, the Contractor shall hire consultants to provide services including but not limited to the following:
1. Prepare a site specific health and safety plan;
2. Prepare a community safety plan;
3. Prepare a native soils and asbestos background report;
4. Perform field documentation for each home site;
5. Perform an asbestos survey by a certified asbestos consultant of each home site;
6. Perform air monitoring;
7. Perform an assessment of hazardous trees;
8. Perform confirmation sampling for each home site; and
9. Prepare a final report for the project and for each home site.

G. The specific tasks for the project include the following tasks per lot, which will be further specified in Work Orders:
1. Inspect all structures at each site and evaluate hazards.
2. Coordinate with local agencies and resources to determine what materials and tasks are required.
3. Provide and install the site project signs, and address signs if needed.
4. Prepare for emergency erosion control to prevent the issues with runoff associated with significant rain events.
5. Perform the necessary site documentation and an asbestos survey.
6. Remove the ash and debris, metals, concrete and wood waste from the site. Recycle all recyclable materials, transport and dispose of all materials properly.
7. Segregate hazardous wastes discovered during removal. Remove hazardous wastes except for household hazardous wastes. Household hazardous waste will be segregated and stored on-site by CalRecycle for pickup by the County of Calaveras.
8. After all the appropriate debris is removed from the site, remove 3 to 6 inches of soil from the impacted area.
9. Confirm through sampling that residual contamination has been removed.
10. Assess trees in the projects area, and identify and remove all trees that require removal for the protection of public health and safety and the environment.
11. After all debris is removed complete the erosion control measures.
12. Confirm final approval of each site and obtain County approval of site readiness for building permit issuance.
13. All materials removed from property will be transported and sent to final disposition per the Operations Plan.

H. The Contractor shall provide ongoing estimates of work to CalRecycle to inform CalRecycle's decisions on site efficiencies and overall costs to date. The Contractor shall work as efficiently as possible and make suggestions to increase project efficiency. The Contractor shall notify CalRecycle of obvious inefficiencies and may not be compensated for obviously inefficient work done without specific notice to CalRecycle.

Location of Services

Services will be provided in Calaveras County.

Control of Work

1. 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
   - Compensation for services provided by the Contractor

   These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Agreement.

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; and
   - 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 Contract Manager approval is required.

Section VI Definition and Terms

General
Unless the context otherwise requires, wherever in this IFB 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
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
IFB	Invitation for Bid
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

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 IFB, Bid, 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.

Cal EPA
The California Environmental Protection Agency

CALRECYCLE
Department of Resources Recycling and Recovery

CALRECYCLE Staff
Staff of the CalRecycle involved in the implementation of this contract or representatives of Consultant to CalRecycle as designated in the Work Orders.

Consultant
The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this IFB or his or their legal representatives

Contract
A legally binding agreement between the state & another entity, public or private, for the provision of goods or services

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.

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

Disabled Veteran Business Enterprise (DVBE Certified)

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

Legal Holiday
Those days designated as State holidays in the Government Code.

Project Manager
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.

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

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.

Attachments

Cost Bid Sheet
Fire Debris Removal Services for the Butte Fire in Calaveras County
DRR15043

Complete this form and submit the original in accordance with the requirements of this IFB.
Separate invoices itemizing all costs are required for all work performed under each Work Order.

Contractor/Company Name: _____

Fixed Fee per Residential Lot : **$_____ per lot ***

*This fee represents, and is to include, all profit and overhead for this project and taking into account the basis of cost as described in Section III, Bid Submittal Requirements. Do not include the actual costs (e.g., labor, equipment) in the Fixed Fee per Residential Lot.

Acknowledgement/Authorization

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

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

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

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

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:	

Bidder Declaration

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

Solicitation Number_____

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 _____

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

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."

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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.

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

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 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. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify 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.

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

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.

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:

Compliance With Government Code, Section 87100

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

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

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

CURRENT CLIENTS MEETING ABOVE CRITERIA

Client Name	Contract	Address	Phone

A determination by CalRecycle that a conflict of interest exists as a result of the disclosed relationships will be grounds for disqualifying a Proposer.

Public Contract Code Section 10162 - Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or safety regulation? If the answer is yes, attach an explanation.

☐ Yes ☐ No

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1, Proposer shall complete, under penalty of perjury, the following statement:

Has the Proposer been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University? The term "Proposer" is understood to include any partner, member officer, director, responsible officer, or responsible managing employee thereof, as referred to in Section 10285.1.

☐ Yes ☐ No

Noncollusion Affadavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, Section 112, and Public Contract Code 7106 if federally funded, or Public Contract Code 7106 if state funded, the Proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

_____ _____
Signature of Authorized Representative Printed Name and Title

Draft Standard Agreement (STD 213)

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER **DRR15043**
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME
Department of Resources Recycling and Recovery (CalRecycle)

CONTRACTOR'S NAME
(Contractor)

2. The term of this Agreement is: through Or upon Final approval, whichever is later

3. The maximum amount of this Agreement is: $ ( )

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.

Exhibit A – Scope of Work	X page(s)
Exhibit B – Budget Detail and Payment Provisions	X page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	X page(s)
Attachment 1 – Recycled Content Certification	X page(s)
Exhibit E** – Invitation for Bid, DRR15043	X page(s)
Exhibit F** – Proposal from <Business> in response to Invitation for Bid, DRR15043	X page(s)
Exhibit G – FEMA Public Assistance Program Contract Clauses	X page(s)
Exhibit H** - Debris Removal Operations Plan	

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 www.ols.dgs.ca.gov/Standard+Language
Items shown with double Asterisks (**) are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Resources Recycling and Recovery		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		☒ Exempt per: EO B-33-15
ADDRESS 1001 I Street, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide the Department of Resources Recycling and Recovery (CalRecycle), with emergency fire debris removal services as described herein:

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

CalRecycle Contract Manager		<<Contractor>>	
Name:	<<Contract Manager>>	Name:	<<Contractor Project Manager>>
Phone:	(916) XXX-XXXX	Phone:	(XXX) XXX-XXXX
Fax:	(916) XXX-XXXX	Fax:	(916) XXX-XXXX
Email:	<<Contract Manager>>@calrecycle.ca.gov	Email:	<<Contact Name>>@<<Contractor>>

Direct all agreement inquiries to:

CalRecycle Contract Analyst		<<Contractor>>	
Contracts Unit			
Attention:	<<Contract Analyst >>	Attention:	<<Contractor Contact Name>>
Address:	1001 I St., MS 19-A Sacramento, CA 95814	Address:	<<Contractor Street Address <<Contractor City, ST, zip>>
Phone:	(916) XXX-XXXX	Phone:	(XXX) XXX-XXXX
Fax:	(916) XXX-XXXX	Fax:	(XXX) XXX-XXXX
Email:	<<Contract Analyst >>@calrecycle.ca.gov	Email:	<<Contact Name>>@<<Contractor>>

3. Background

4. The Butte Fire in Calaveras County destroyed residential structures on over 600 properties throughout the County. These structures are on private property that requires individual property owners to sign a Right Of Entry form for CalRecycle and its Contractors to perform this work. There are currently 562 lots that have completed Right of Entry forms and more are anticipated. There is also a CalRecycle contractor working in the area on an emergency contract that will transition into the contract awarded under this IFB. We anticipate this contract to include between 300 and 450 residential lots that will cost between approximately $18,000,000.00 and $27,000,000.

   CalRecycle requires the Contractor to mobilize a minimum of 5 debris removal crews to the project site within 24 hours of receiving the Notice to Proceed and initial Work Order.

5. Work to be Performed

   A. All work under this Agreement shall be completed in accordance with the State of California Department of Transportation publication entitled Standard Specifications viewable at http://www.dot.ca.gov/hq/esc/oe/construction_standards.html that is in effect when the work is performed (and CalRecycle's "Modification To General Provisions From Department of Transportation Standard Specifications" document), the Debris Removal Plan (Exhibit J) and in accordance with the plans, special provisions, and instructions included in Work Orders issued under the contract.

B. Through Work Orders, CalRecycle will direct the Contractor on how, when, and where remediation work is to be performed. This direction is necessarily based on site conditions unknown at the time of solicitation and is outside of Contractor control.

The Contractor shall complete remediation of all lots to the satisfaction of CalRecycle. Generally, this means that all debris materials have been removed, soil samples have been taken and tested as acceptable, hazard trees have been removed, and all erosion control has been installed. While the basic steps for taking a lot from how it exists after the fire to completion are detailed in the Operations Plan, the Contractor shall work under CalRecycle's Incident Management Team (IMT) direction and discretion on the details as to what is required to complete each residential lot cleanup. The Contractor should be aware that the soil sampling process can delay the completion of a lot; a delay of two weeks is not unusual.

C. Work Orders

1. All work under this Agreement will be performed through Work Orders issued to the Contractors by CalRecycle's Contract Manager. When the IMT determines the need for Contractor services under this Agreement, a Work Order will be issued by the Contract Manager. Work Orders will detail activities to be completed, provide a schedule for completion, and give a maximum cost for accomplishing the work. Costs for each Work Order will be determined after discussions between the Contractor, the Contract Manager, and the IMT. The Contractor shall plan to work as efficiently as possible and make suggestions to increase project efficiency. Work Orders will be amended as appropriate.

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

3. The following forms and information will be required for each Work Order:
   i. Payment Bond;
   i. Performance Bond;
   ii. Levels of Small Business/DVBE Participation; and
   iii. Recycled Content Certification.

D. The work to be performed in the contract involves the primary work of the removal of burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas, as well as related support services, such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. Burn ash, recyclable, metals, concrete, and overexcavated soil will be handled separately and will be tracked separately (material quantities and costs) to meet the overall objectives of this project and to track costs. Based upon CalRecycle's experience on similar projects, typical quantities of materials generated from a residential burn debris site are: 40 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil.

The Contractor will be responsible for tracking and providing information as required to document material quantities and the project costs allocable to each type of material by residential lot. The method, detail and adequacy of the material and cost tracking information by lot will be jointly developed with the State, with final approval of adequacy coming from the State. Staff time for material and cost tracking is payable under the contract. The State may also use IMT staff and a separate debris monitoring contract to assist in this effort.

E. Overview of Operations: The Contractor shall follow a systematic approach to removing debris from the property, as described in the Debris Removal Plan. Typical tasks include:

1. Initial Site Reconnaissance
    i. Install address and project signs.
    ii. Obtain, analyze, and evaluate background soil samples to establish cleanup goals for the project.
    iii. Identify water and electrical sources.
    iv. Identify equipment and material staging area.
    v. Identify disposal and recycling options.

2. Individual Site Assessments
    i. Check for underground utilities by alerting Underground Service Alert (USA) for public right of way.
    ii. Check for underground utilities by using an independent private utility locator service for private right-of-ways, if necessary.
    iii. Identify and mark property lot lines.
    iv. Identify septic tank and leach field locations on each property.
    v. Identify water wells, springs, other water sources and water storage tanks on properties not serviced by the local water agency.
    vi. Measure and record foundation and other hardscape footprints.
    vii. Measure and record ash footprints.
    viii. Identify other property-specific hazards (i.e. swimming pools, large vehicles, hazard trees).
    ix. Conduct radiation sweep.
    x. Identify, sample, analyze, and remove asbestos containing materials.

3. Debris Removal
    i. Complete notifications.
    ii. Remove vehicles for recycling or disposal.
    iii. Collect, consolidate, and remove metals for recycling.
    iv. Collect, consolidate, and remove concrete for recycling.
    v. Collect, consolidate, and remove ash, debris and soil for disposal.
    vi. Collect, consolidate, and remove hazardous trees for recycling or disposal.
    vii. Finish grading/smoothing ground surface.

4. Confirmation Sampling
    i. Sample and analyze soil.
    ii. Compare soil results to cleanup goals.
    iii. If results exceed cleanup goals, another layer of soil will be removed for disposal and the site re-sampled.

iv. If results are less than cleanup goals, site will be prepared for final erosion control and certification.

5. Implement Erosion Control
   i. Implement storm water best management practices to control sediment runoff and promote vegetation from each remediated property. Erosion control will only be placed on the structural debris areas and not on the entire parcel.

F. Additional major items of work anticipated in this project include, but are not limited to:
   1. Establishing a Debris Removal Operations Center, necessary site facilities and adequate safety and sanitation facilities;
   2. Coordination of all contractor resources;
   3. Installation of all necessary project signs including site specific signs indicating removal progress;
   4. Removal and disposal of debris, solid waste, and demolition debris to appropriate facilities;
   5. Segregation of recyclable debris and delivery to recycling facilities;
   6. Removal of trees that pose a safety hazard;
   7. Site contouring and erosion control;
   8. Establishing and ensuring traffic control plans; and
   9. Cost tracking.

G. Additionally, the Contractor shall hire consultants to provide services including but not limited to the following:
   1. Prepare a site specific health and safety plan;
   2. Prepare a community safety plan;
   3. Prepare a native soils and asbestos background report;
   4. Perform field documentation for each home site;
   5. Perform an asbestos survey by a certified asbestos consultant of each home site;
   6. Perform air monitoring;
   7. Perform an assessment of hazardous trees;
   8. Perform confirmation sampling for each home site; and
   9. Prepare a final report for the project and for each home site.

H. The specific tasks for the project include the following tasks per lot, which will be further specified in Work Orders:
   1. Inspect all structures at each site and evaluate hazards.
   2. Coordinate with local agencies and resources to determine what materials and tasks are required.
   3. Provide and install the site project signs, and address signs if needed.
   4. Prepare for emergency erosion control to prevent the issues with runoff associated with significant rain events.
   5. Perform the necessary site documentation and an asbestos survey.
   6. Remove the ash and debris, metals, concrete and wood waste from the site. Recycle all recyclable materials, transport and dispose of all materials properly.
   7. Segregate hazardous wastes discovered during removal. Remove hazardous wastes except for household hazardous wastes. Household hazardous waste will be segregated and stored on-site by CalRecycle for pickup by the County of Calaveras.
   8. After all the appropriate debris is removed from the site, remove 3 to 6 inches of soil from the impacted area.
   9. Confirm through sampling that residual contamination has been removed.

10. Assess trees in the projects area, and identify and remove all trees that require removal for the protection of public health and safety and the environment.
11. After all debris is removed complete the erosion control measures.
12. Confirm final approval of each site and obtain County approval of site readiness for building permit issuance.
13. All materials removed from property will be transported and sent to final disposition per the Operations Plan.

I. The Contractor shall provide ongoing estimates of work to CalRecycle to inform CalRecycle's decisions on site efficiencies and overall costs to date. The Contractor shall work as efficiently as possible and make suggestions to increase project efficiency. The Contractor shall notify CalRecycle of obvious inefficiencies and may not be compensated for obviously inefficient work done without specific notice to CalRecycle.

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 actual costs and completed lots 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:

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

   C. Each invoice submitted to CalRecycle must include the following information:

   - Invoice Number
   - Contract Number
   - Description of Rendered Activities/Services
   - Submitting Contractor's Address
   - Invoice Period

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).

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. BASIS OF COSTS: All costs shall be reasonable, allocable, actual, allowable, and calculated as specified in the "Basis of Costs" section of Exhibit E (beginning on page 11). To be allowable, the cost must be authorized by the contract and included in an approved work order. The contractor bears the risk of any costs

incurred that are not approved in a work order. Costs incurred without prior CalRecycle approval may not be reimbursed.

6. COST BREAKDOWN:

<<INSERT IFB COST BID SHEET HERE>>

The Fixed Fee per Residential Lot will not be released for a given lot until CalRecycle has confirmed that the lot is completed to the satisfaction of CalRecycle.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CalRecycle shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. CalRecycle reserves the right to amend this Agreement through a formal written amendment signed by both parties, for additional time and/or funding.

3. CALIFORNIA WASTE TIRES: Unless otherwise provided for in this contract, in the event the Contractor and/or Subcontractor(s) purchases waste tires or waste-tire derived products for the performance of this Agreement, only California waste tires and California waste tire-derived products shall be used. As a condition of payment under this Agreement, the Contractor must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Contract Manager.

   All formal notices required by this Agreement must be given in writing and sent by prepaid certified mail, fax, personal delivery or telex.

4. CONTRACT MANAGEMENT: The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The Contractor may change the designated Project Director, but CalRecycle reserves the right to approve any substitution of the Project Director. Contractor's key personnel may not be substituted without CalRecycle's Contract Manager's prior written approval. CalRecycle may change the Contract Manager by notice given to the Contractor at any time. CalRecycle staff will be permitted to work side by side with the Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, CalRecycle's staff will be given access to all required data, working papers, etc. The Contractor will not be permitted to utilize the CalRecycle's staff for the performance of services, which are the responsibility of the Contractor unless the Contract Manager previously agreed to such utilization in writing, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of CalRecycle's staff for coordination or monitoring functions.

5. CONTRACTOR EVALUATIONS: If this Agreement is for consulting services, CalRecycle will evaluate the Contractor's performance within sixty days of the completion of this Agreement and shall remain on file by CalRecycle for a period of thirty-six months. If the Contractor does not satisfactorily perform the work or service specified in this Agreement, CalRecycle will submit a copy of the negative evaluation to the Department of General Services (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).

6. CONFIDENTIALITY/PUBLIC RECORDS: The Contractor and CalRecycle understand that each party may come into possession of information and/or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the PCC.

7. CONFLICT-FUTURE BIDDING LIMITATION: Pursuant to Public Contracts Code Section 10365.5:

   (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.

8. CONSULTING SERVICES: If this Agreement is for consulting services, the Contractor is hereby advised of its duties, obligations and rights under PCC §§10335 through 10381.

9. COPYRIGHTS AND TRADEMARKS: The Contractor shall assign to CalRecycle any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. The Contractor shall require that its subcontractors agree that all such materials shall be the property of CalRecycle. Such title will include exclusive copyrights and trademarks in the name of CalRecycle.

   For contracts of $5,000 or more, any document or written report prepared for or under the direction of CalRecycle, shall include a notation on the inside cover as follows:

   "Prepared as part of CalRecycle contract number DRR15043, Total Contract Amount $27,000,000 pursuant to Government Code Section 7550."

10. DELIVERABLES: All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.calrecycle.ca.gov/Publications/PubGuide/ and shall be reviewed by CalRecycle's Contract Manager in consultation with CalRecycle editor.

11. ENTIRE AGREEMENT: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and/or Exhibits hereto, contains the entire Agreement of the parties.

12. ENVIRONMENTAL JUSTICE: In the performance of this Agreement, the Contractor shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low income populations of the State. (Government Code Section 65040.12(e)).

13. FORCE MAJEURE: Neither CalRecycle nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

14. GRATUITIES: CalRecycle may terminate this Agreement if gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any employee of CalRecycle, with a view toward securing a contract or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of this Agreement.

15. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or CalRecycle premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

16. INSURANCE: When required, the Contractor must provide: 1) a Certificate of Insurance insuring CalRecycle, and/or 2) verification of Worker's Compensation insurance. The Contractor must provide said Certificate of Insurance and/or verification to CalRecycle within ten (10) days after notification of CalRecycle's intent to award the Agreement. The Agreement will not be executed nor can work begin unless said Certificate of Insurance and/or verification is provided to CalRecycle.

    The Certificate of Insurance must be in effect and shall include the following terms and conditions:

    (a) CalRecycle, its officers, agents, employees, and servants shall be included as additional insured.
    (b) The dates of inception and expiration of coverage shall be specified.
    (c) A minimum liability coverage of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined shall be specified. The coverage shall not include a deductible feature.
    (d) The insurer will not cancel the insured's coverage without thirty days prior written notice to CalRecycle.
    (e) CalRecycle is not liable for the payment of premiums or assessments on said policy.
    (f) The insurance coverage shall be on an occurrence basis only.

    In the event the Certificate of Insurance should expire or be cancelled during the term of this Agreement, the Contractor agrees to provide, at least thirty days prior to said

expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than one (1) year or for the remainder of the contractual agreement, whichever is greater. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, CalRecycle may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

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

18. LICENSE OR PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

    In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), CalRecycle may, in addition to other remedies it may have, terminate this Agreement upon occurrence of such event.

19. LIQUIDATED DAMAGES: It is the intent of this Contract that individual projects proceed in an uninterrupted manner from the date of commencement until all work contemplated in the Contract/Work Order has been completed. The Contract/Work Order authorized by CalRecycle Staff, and accepted by the Contractor shall include the number of days authorized to complete the project. All parties to the Contract agree that CalRecycle will sustain damage for any day on which the Contractor arbitrarily suspends operations, or fails to prosecute the work. It is and will be impracticable and extremely difficult to ascertain and determine the actual damage which CalRecycle will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to CalRecycle the sum of $1,000 for each day on which the Contractor fails to perform work in accordance with the approved schedule without the approval of CalRecycle staff. The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that CalRecycle may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the state.

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/RCP. 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. SUBCONTRACTING WITH LOCAL BUSINESSES:

    (a) To encourage the economic recovery and well-being of the residents of an area where a disaster or state of emergency has been declared CalRecycle encourages the Contractor to use local businesses the extent practicable and economically feasible in the performance of this Agreement.

    (b) For the purposes of this section local business means a business which has its headquarters within Calaveras County.

(c) During the performance of this Agreement the contractor agrees, if subcontractors are to be let, to take the following steps to promote the use of local businesses:

1. Place qualified local businesses on solicitation lists.
2. Assure local businesses are solicited whenever they are potential resources.
3. Dividing total requirements and/or establishing delivery schedules whenever economically feasible into smaller tasks or quantities to permit participation by local businesses.

28. 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.

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

30. 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.

31. 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.

32. 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.

33. WORK AUTHORIZATION: If this Agreement is for services as needed, or has clearly specified sub-categories a work authorization will be required before work can begin pursuant to this Agreement. The Contract Manger will make this determination, when work authorizations are required, the Contract Manager will prepare a work authorization for each item of work. Each work authorization, as appropriate, will consist of a detailed statement of the purpose, objectives or goals to be undertaken by the Contractor, identification of the Contractor/subcontractor team, all significant material to be developed and delivered by the Contractor, all materials to be furnished by CalRecycle to the Contractor, the Contractor's estimated time schedule and person hours, billing rates and total cost of the work authorization.

    (a) All work authorizations will be in writing, negotiated and approved by the Contract Manager and the Contractor's Project Director prior to beginning work. However, in situations where expedience is of the utmost importance, the Contract Manager may verbally authorize the Contractor to begin work following up with written authorization.

    (b) The level of effort required for each work authorization will vary for each proposed project. Therefore, the Contract Manager will establish the time lines for completion of duties to be performed at the time of assignment.

    (c) CalRecycle reserves the right to require the Contractor to stop or suspend work on any work authorization. The Contract Manager will provide, in writing to Contractor's Project Director, notice of the date work is to be halted or suspended. Approved costs incurred to that date shall be reimbursed in accordance with this Agreement's provision.

    (d) Each work authorization will be numbered sequentially.

    (e) The actual costs of a completed, approved work authorization will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will immediately notify the Contract Manager. Upon such notification, the Contract Manager may:

        1. Alter the scope of the work authorization to accomplish the work within the estimated costs; or
        2. Augment the work authorization budget; or
        3. Authorize the Contractor to complete the work for the actual costs; or
        4. Terminate the work authorization.

EXHIBIT G

Required Contract Clauses for FEMA Public Assistance Program Contracts

The following clauses apply to this contract 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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
3. 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.
4. 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.
5. 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.
6. 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.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

B. <u>Copeland "Anti-Kickback" Act</u>: Compliance with the Copeland "Anti-Kickback" Act

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. <u>Contract Work Hours and Safety Standards Act</u> (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 $10 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 (write in the name of the Federal agency or the loan or grant recipient) 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 (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. <u>Clean Air Act and Federal Water Pollution Control Act</u>:

<u>D.1-Clean Air Act</u>

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 $100,000 financed in whole or in part with Federal assistance provided by FEMA.

<u>D.2-Federal Water Pollution Control Act</u>

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 $100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. <u>Suspension and Debarment</u>

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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), 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. <u>Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)</u>

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.

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 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 aby of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEAM Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

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_____**Phone**_____
Fax_____**E-mail**_____**Web site**_____

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 Signature Company Date

(See footnotes on the back of this page.)

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

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

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

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

Modification To General Provisions From Department Of Transportation Standard Specifications

General Provisions shall be as indicated in the applicable portions of Sections 1 through 9 of the Standard Specifications except as modified herein.

References to State, the Department of Transportation, Director of Transportation, or other Department of Transportation personnel shall be interpreted to mean the Department of Resources Recycling and Recovery (CalRecycle), and corresponding Director, Engineer, staff, or other CalRecycle-designated representative respectively. Working titles having a masculine gender, such as “workman” and “journeyman” and the pronoun “he”, are utilized in the specifications for the sake of brevity, and intended to refer to persons of either gender.

SECTION 4 - SCOPE OF WORK

To the Standard Specifications, amend the following sections to read:

4-1.01 Intent of Plans and Specifications - Replace entire section with the following: The intent of the Work Order is to prescribe the details for work planning and construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Agreement. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Agreement in a satisfactory and workmanlike manner.

4-1.02 Final Cleaning Up - Replace entire section with the following: Before requesting final inspection of the work, the Contractor shall clean the project site, material sites, public and private roads used for site access, and all grounds occupied by him in connection with the work of all rubbish, excess materials, false work, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. The Contractor shall not remove warning, regulatory, or other signs prior to formal acceptance by CalRecycle staff.

4-1.03 Changes - Replace entire section with the following: CalRecycle reserves the right to make such alterations, deviations, additions to, or deletions from the Work Order, plans and specifications, as deemed necessary or advisable by CalRecycle staff. Any such changes will be set forth in a Change Order which will specify, in addition to the work to be done in connection with the change made, adjustment of Work Order time, if any, and the basis of compensation for such work, if at variance with that indicated in the Work Order. A Change Order will not become effective until approved in writing by CalRecycle staff.

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

4-1.03B, 4-1.03B, 4-1.03B(1), 4-1.03B(2), 4-1.03B(3), 4-1.03C, 4-1.03D, 4-1.04
All above noted sections are deleted.

4-1.05 Use of Materials Found on the Work - Replace entire section with the following: The Contractor may not salvage any material designated for removal and disposal without the written approval of CalRecycle staff. The Contractor may use earth, gravel, sand, or other suitable material found in excavations that have not been designated for disposal, if approved by CalRecycle staff.

SECTION 5 - CONTROL OF WORK

To the Standard Specifications, amend the following sections to read:

5-1.02A Excavation Safety Plans – Replace entire section with the following: The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

Attention is directed to Section 7-1.01E, "Trench Safety."

5-1.04 Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions - Replace entire section with the following: These General Conditions, the plans and specifications, the Work Plan, Work Orders, Special Provisions, Change Orders, and all supplementary documents are essential parts of the Agreement, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work.

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

Should it appear that the work to be done or any matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall request CalRecycle staff to provide such further explanations as may be necessary and shall conform to them as part of the Agreement. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to CalRecycle staff, whose decision thereon shall be final.

All work and material shall be in accordance with terms of the Work Order, Work Plan, this IFB and applicable sections of the Standard Specifications. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings. The precedence of contract documents shall be as follows:

1. Permits from other agencies as may be required by law;
2. Conditions of the Work Order;
3. Special provisions;
4. Project plans;
5. Standard plans; and
6. Standard Specifications.

Change Orders and Agreement amendments will take precedence over Items 2 through 6 above. If there is a conflict between the Agreement documents, the document highest in precedence shall control.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

To the Standard Specifications, amend the following sections to read:

7-1.13 Disposal of Material Outside the Highway Right of Way - Replace entire section with the following: Disposal of all material shall be as indicated in the Work Order or as directed by CalRecycle staff.

7-1.16 Contractor's Responsibility for the Work and Material - Replace entire section with the following: Until the acceptance of the work, the Contractor shall be responsible for the work and the materials to be used therein. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof when CalRecycle staff determines that the damage was the result of negligence, improper construction procedures and practices, or a failure to protect the work, on the part of the Contractor.

7-1.17 Acceptance of Contract - Replace entire section with the following: When CalRecycle staff has made the final inspection as provided in Section 5-1.13, “Final Inspection,” and determines that work has been completed in all respects in accordance with the Work Order and plans, CalRecycle staff will prepare a letter of formal acceptance of the project, and the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work.

Attachment J is not included in this IFB. Please obtain it from our website at the time the IFB is posted and it is entitled “Miscellaneous”.
http://www.calrecycle.ca.gov/Contracts/Data/Current.aspx

Bid Completion Checklist

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

- ☐ Cover Letter with contact information and statements as required in the IFB.
- ☐ Organizational information and Personnel Information (Resumes)
- ☐ Cost Bid Sheet (Attachment A)
- ☐ Bidder Declaration *REQUIRED- Write zero on form if no participation. (*Attachment B)
- ☐ Darfur Contracting Act Certification (Attachment C)
- ☐ Copy of Required License(s) (Secretary of State)
- ☐ Contractor Status Form (Attachment D)
- ☐ Client References (Attachment E)
- ☐ Compliance with Government Code Section 87100 (Attachment F)
- ☐ Public Contract Code Section 10162 – Questionnaire (Attachment G)
- ☐ Byrd Anti-Lobbying Certification (see Attachment H, Sample Agreement, Exhibit G Item F)
- ☐ Injury and Illness Prevention Program (IIPP) and/or Health and Safety Plan (HSP)

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

- ☐ One (1) unbound reproducible original Bid package marked "Original" (Do not include bid sheet in this copy).
- ☐ One (1) Electronic copy of Bid Package in Adobe Acrobat format (Do not include bid sheet in this copy).
- ☐ One complete, signed bid sheet in a separate sealed envelope marked "Bid – Do Not Open".

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section II, Rules and Conditions:

- ☐ Certification of Target Area Contract Preference Act

The following forms are not required at the time of the submittal but are part of the draft Standard Agreement and will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification (Attachment G)
- ☐ Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification (Attachment C)
- ☐ Payee Data Record (Standard Form 204)

The following document is not required to be submitted but must be adhered to by the successful contractor during the contract period:

- ☐ Debris Removal Plan (Attachment J)

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