
CONTRACT: XXXXXX
COUNTY OF SAN DIEGO, OFFICE OF EMERGENCY SERVICES
AGREEMENT WITH XXXXX
FOR HAZARDOUS INCIDENT RESPONSE
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

- 1.1. The County of San Diego seeks to formally contract with a Hazardous Incident Response Team agency. The contractor shall provide emergency response service to actual or threatened releases of hazardous material anywhere within the geographic boundaries of the response area as defined in Part Three of this Statement of Work. Hazardous materials are defined as any substance listed as hazardous under Federal or California law, or any material that may be considered dangerous to life, property, or the environment. All emergency response shall be in accordance with the most current San Diego County Operational Area Hazardous Material Area Plan and the ICS System.
- 1.2. The contractor shall provide all personnel, materials, and equipment necessary to perform the required response contract. The contractor shall also provide as necessary all administrative and supervisory personnel to ensure that emergency response personnel are available on a 24-hour a day basis and that responses are conducted in accordance with the specifications of the San Diego Operational Area Hazard Material Area Plan and the ICS System. Supervisory personnel shall report to the HIRT Policy Committee through the HIRT Administrator to provide overall oversight of the program and to resolve any problems that may arise.
- 1.3. The contractor shall develop outside resources (such as mutual aid agreements or memorandums of understanding with other hazmat response agencies) that will allow rapid and effective response to unusually large or difficult incidents.
- 1.4. The contractor shall provide guidance to the responsible party on hazardous material spill notifications required by local, state, and federal regulations. If the responsible party is unable, the contractor will make hazardous materials spill notifications including but not limited to:
 - 1.4.1. Emergency 9-1-1
 - 1.4.2. Certified Unified Program Agencies (CUPA) which is the County Department of Environmental Health in San Diego County
 - 1.4.3. California State Warning Center
 - 1.4.4. National Response Center
 - 1.4.5. County Agriculture, Weights and Measures for pesticide spills
 - 1.4.6. Respective school district(s), when school is in session, for spills within ½ mile of a school
 - 1.4.7. California Department of Fish and Game

2. Background Information

- 2.1. The Unified San Diego County Emergency Services Organization is a joint powers body comprised of the County of San Diego and the eighteen (18) incorporated cities located within the county. The Hazardous Materials Incident Response Team (HIRT) program is responsible for emergency response to any and all hazardous material emergencies that occur within the geographic boundaries of San Diego County. The HIRT Policy Committee is the governing body for the HIRT program. The Unified Disaster Council, as the Policy making body for the Unified San Diego County Emergency Services Organization, has final approval authority on all contracts and budgets pertaining to the HIRT program.
- 2.2. There are an average of approximately 450 hazardous materials incidents that occur within the response area each year. The average length of each incident is 3 .5 hours. Incidents range in severity from small spills or releases to illegal drug laboratories to major chemical release emergencies that threaten entire neighborhoods. Emergency response activities include mitigation actions, hazard identification, and evaluation of the threat to local populations and the environment. The contractor may be requested to arrange for coordination of cleanup of the affected area when a responsible party cannot be identified. Responsibilities under this RFP focus on emergency response. Cleanup remains the responsibility of the spiller or property owner.

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- 2.3. The Hazardous Materials Incident Response Team program operates under the Incident Command System (ICS) as defined in the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). Any agency or firm selected to provide HIRT services must be able to effectively operate under, ICS, SEMS and NIMS. The contractor will act as an advisor to, and perform all functions required for release or spill mitigation under the direction of the Incident Commander.
3. Geographical/Regional Service Area(s): Contractor shall provide the services described herein within the following geographical/regional service area:
- 3.1.1. San Diego County, including all eighteen (18) cities, unincorporated communities, state, federal, and tribal lands.

4. Response Times

- 4.1. Response Times: Contractor shall provide the services described herein to accomplish the following response times and delivery standards:
- 4.1.1. For the service area, the contractor shall meet a maximum response time of sixty minutes (60) for ninety percent of all hazardous material incident calls dispatched. A second, simultaneous response will require a maximum response time of ninety (90) minutes. Incident response time begins at time of dispatch and ends when the first unit arrives at the scene.

Each month the contractor shall document in writing, in a manner mutually agreed upon by the contractor and the HIRT Policy Committee, each call dispatched which was not responded to within the required response time. The contractor shall make every reasonable effort to identify the cause of delayed response times and shall document efforts to eliminate the repetition of events that caused the poor response time performance.

- 4.1.2. Response Time Exemptions: It is understood that "unusual circumstances" beyond the contractor's reasonable control can cause response times that exceed the aforementioned standards. These "unusual circumstances" include remote locations, severe weather conditions, disaster, or periods of very high demand on the system, which is defined as three or more hazardous materials incidents occurring at the same time. Any Unusual Circumstance not specifically identified shall be approved at the discretion of the Time Performance Rating Team as outlined in Section 4.1.3 of this Statement of Work.

Equipment failure, traffic accidents, or lack of resources shall not be grounds for release from the general response time standards.

- 4.1.3. Time Performance Rating: The Time Performance Rating Team will meet with the contractor bi-monthly to assure that response times and delivery standards are being met.

. The HIRT Policy Committee will make up the Time Performance Rating Team. If the Team determines that time/delivery standards are not being met, it will make recommendations on corrective action to the contractor. If the contractor feels that any incident or groups of incidents should be exempt from the response time standards due to unusual circumstances beyond the contractor's reasonable control, they may request that these runs be excluded from response time performance calculations. If the Team concurs that the circumstances do fit the exemption criteria, they shall allow such exemptions in calculating the overall response time performance.

For those non-exempted responses that fail to meet the pre-designated response times in excess of 10%, a \$500 penalty will be imposed on the contractor.

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5. Reporting: The Contractor shall provide the following reports:
 - 5.1. Any and all outside resource and/or mutual aid agreements as outlined in section 1.
 - 5.2. Monthly report of each call that was not responded to within the required response times, as outlined in section 4.1.1.
 - 5.3. Response times per zone, bi-monthly, to the Time Performance Rating team as outlined in section 4.1.3
 - 5.4. General oversight reports, as requested or as required, for UDC briefing.

6. Mitigation/Control Responsibilities:
 - 6.1. Mitigation/Control Responsibilities: Contractor shall provide the services described herein to accomplish the following mitigation and controls:
 - 6.2.
 - 6.3. Respond to reported events for evaluation and advise the Incident Commander (IC) on additional local, state, federal and private sector resources required to manage and/or mitigate the problem.
 - 6.4. Perform technical response procedures in accordance with standard operating procedures, personal protection guidelines, CCR Title 8, Section 5192 and any other applicable State regulations.
 - 6.5. Request, when required, use of the State of California Emergency Reserve Account (ERA) for emergency cleanup.
 - 6.6. Provide technical expertise, assistance and equipment at the incident and shall perform duties as directed by the IC. The shipper, spiller, and/or owner are responsible for the recovery and cleanup stage of the incident.
 - 6.7. Coordinate and act as the IC's agent in the management of cleanup operations.

7. Public Health and Safety Responsibilities:
 - 7.1. Public Health and Safety Responsibilities: Contractor shall provide the services described herein to accomplish the following health and safety mission:
 - 7.2.
 - 7.3. Perform or assist in the identification of unknown spilled materials at the scene.
 - 7.4. Act as a technical advisor on characteristics, and/or direct health and environmental effects of hazardous materials at the scene.
 - 7.5. Assist the Incident Commander (IC) in determining the necessity for evacuation and in establishing reentry criteria.
 - 7.6. Sample contaminated soil, water, or air during the emergency to determine the extent of contamination and identify any public health concerns.
 - 7.7. Provide analytical laboratory support as needed.
 - 7.8. Work with the Incident Commander to provide expertise and assist in the coordination of efforts to identify potential sources of hazardous materials releases.
 - 7.9. Furnish information on proper protective procedures at the scene.
 - 7.10. Recommend cleanup levels and audit adequacy of cleanup both during and after the emergency.
 - 7.11. Assist the Incident Commander in obtaining financial or other resources necessary for the required cleanup.
 - 7.12. Assist the agency having jurisdiction in obtaining appropriate enforcement action against any responsible party.
 - 7.13. Provide on-scene liaison with Poison Control, Emergency Medical Services, and State and Federal agencies.

8. Overall Capabilities and Operations Required for Both Mitigation and Health: The hazardous incident response team members provided by the contractor must be able to perform the following functions:

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- 8.1. Understand the definition of hazardous materials and the risks associated with them at an incident.
- 8.2. Understand potential outcomes associated with a hazardous material emergency.
- 8.3. Ability to recognize the presence of hazardous materials in an emergency.
- 8.4. Ability to identify hazardous materials including chemical, biological, radiological, nuclear and explosive (CBRNE) incidents.
- 8.5. Understand the role of the first responder awareness individual in the employer's emergency response plan, including site security and control as well as the DOT Emergency Response Guidebook.
- 8.6. Ability to recognize the need for additional resources and advise IC to make appropriate notifications.
- 8.7. Knowledge of basic hazard and risk assessment techniques.
- 8.8. Ability to select and use proper specialized chemical protective equipment.
- 8.9. Understanding of basic hazardous material terms.
- 8.10. Ability to perform basic and advanced control, containment and/or confinement operations within the capabilities of the resources and PPE available within the unit.
- 8.11. Understand and implement decontamination procedures.
- 8.12. Understand the relevant SOPs and termination procedures for incidents (demobilization).
- 8.13. Ability to work with an employer's emergency response plan.
- 8.14. Ability to classify, identify and verify known and unknown materials by using field survey instruments and equipment.
- 8.15. Be able to function within an assigned role in the incident command system.
- 8.16. Understand basic chemical and toxicological terminology and behavior.
- 8.17. Understand hazardous materials medical management protocols as established by the California Emergency Medical Services Authority (EMSA).
- 8.18. Be able to perform all necessary functions during the primary aspects of a spill/release which include:
 - 8.18.1. Identification
 - 8.18.2. Rescue/Evacuation
 - 8.18.3. Isolation/Deny entry
 - 8.18.4. Contain/Control
 - 8.18.5. Exposure Protection
- 8.19. Work with the ICS, ensure that a backup team is provided as a rescue team for personnel working in the exclusion zone. The backup team shall be protected at the same level of protection as the team(s) working in the exclusion zone. Line of sight contact among personnel operating in the exclusion zone should be maintained. The backup team must also visually monitor operating personnel within the exclusion zone.
- 8.20. Be capable of communications with first responder agencies, dispatch centers and other State and Federal regulatory agencies while enroute or on-scene.
- 8.21. Be able to demonstrate these capabilities in the field.
- 8.22. Be able to effectively communicate with the Incident Commander.

9. Training

- 9.1. All members of the team are to be trained to the HazMat Technician level, as defined by Title 19, California Code of Regulations, Chapter 1, Subchapter 2, Sections 2510-2560, at a minimum. All members of the team are to be trained to perform entry in all levels of protective equipment.
- 9.2. Upon request, the contractor will agree to provide training of four hours per shift, per zone, totaling 16 hours, annually, on services provided by HIRT as well as how HIRT is dispatched.

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10. Proof of Insurance: The contractor will provide proof of insurance coverage. This coverage shall consist of, at a minimum:

10.1. Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 general aggregate

10.2. Automobile Liability - \$1,000,000 combined single limit

10.3. Worker's Compensation and employer's liability - \$1,000,000

11. References

11.1. 2017 SAN DIEGO COUNTY OPERATIONAL AREA HAZARDOUS MATERIALS AREA PLAN.

11.2. California Code of Regulations Title 8, Section 5192.

11.3. California Code of Regulations, Title 19, Chapter I, Subchapter 2, Sections 2510-2560.

11.4. 29 Code of Federal Regulations, Section 1910.120.

11.5. National Fire Protection Association Standard 471.

11.6. National Fire Protection Association Standard 472.

11.7. National Fire Protection Association Standard 473.

11.8. National Fire Protection Association Standard 474.

11.9. National Fire Protection Association Standard 1991