



**REQUEST FOR PROPOSALS #2018-124  
QUALIFICATION BASED**

**FOR**

**Disaster Debris Clearance, Removal and Disposal**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Donald Krupp  
County Administrator**

**George Marlton  
Procurement Division Director**

**Tralee Thorn  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: February 21, 2019**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

## **SCHEDULE**

Request for Proposals Issued.....	January 24, 2019
Protest of Specifications Deadline.....	January 31, 2019, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	February 14, 2019, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 21, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	TBD

## TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals .....	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work .....	6
Section 4 – Evaluation and Selection Criteria .....	9
Section 5 – Proposal Content (Including Proposal Certification).....	13

**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 21, 2019** (“Closing”), to provide Disaster Debris Clearance, Removal and Disposal. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address or sealed Proposals may also be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us)

Contact Information

Procurement Process and Technical Questions: Tralee Thorn at 503-742-5453 or via email at [tthorn@clackamas.us](mailto:tthorn@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers’ responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form). If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer(s) in a “Notice of Intent to Pre-qualify” letter. Identification of the apparent successful Proposer(s) is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Pre-qualify” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be pre-qualified in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for pre-qualification, i.e. the protester must claim that all higher rated Proposers are ineligible for pre-qualification because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and pre-qualify the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer(s); OR
- c. reject all Proposals and cancel the procurement.

**2.7 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Pre-qualify” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award after the announcement of the apparent successful Proposer(s) in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to not pre-qualify any Proposer(s).

**2.14 Proposal Terms:** All Proposals, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.19 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.20 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.21 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.22 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.23 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.24 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.25 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.26 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for prequalification. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.27 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.28 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking proposals to develop a list of qualified, experienced and financially capable contractors to provide disaster debris clearance, removal, and disposal services. Prequalified contractors are sought as part of the County's requirement to have a list of prequalified contractors included in a Debris Management Plan to be submitted to FEMA. Prequalified contractors may be included in future post-disaster procurement actions with short turnaround times. Public health and safety and economic recovery are dependent on prompt and effective debris clearance, removal and disposal. Prequalified disaster debris contractors are key to an effective response strategy.

The County is seeking to prequalify multiple contractors in order to develop a list of disaster management firms ("contractor") that can be called upon in an emergency situation. These contractors may then be asked to provide bids during emergencies, as provided for in Title 2 Code of Federal Regulations (CFR) part 200. The County reserves the right to compete jobs outside this Request for Proposal (RFP) on an as needed basis.

It is the intent of the County to place the prequalified proposers on a list which shall be maintained by Clackamas County Disaster Management for as many years as it is needed. It is the intent to use this prequalified list to notify the contractors of the County's need in the event of an emergency where debris removal and disposal are required.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

Clackamas County exists in a region of the U.S. that faces substantial vulnerabilities, both to natural and manmade hazards. Natural hazards capable of generating debris include earthquakes, floods, landslides, wind storms, winter storms, and volcanoes. Anthropogenic sources of debris-generating events include chemical, biological, radiological and explosive events. This combination of hazards results in a risk profile for the region that suggests large-scale disasters are possible which may result in widespread impacts and large volumes of disaster-generated debris.

From a debris generating event perspective, it is widely believed that the highest risk is posed by the Cascadia Subduction Zone ("CSZ"), an off-shore seismically active subduction-type fault zone capable of generating a massive magnitude 9.0 or greater earthquake. This event would cause catastrophic impacts resulting in enormous quantities of debris over a widespread area. Smaller fault zones local to the Portland metropolitan area are also capable of generating earthquakes with violent ground motion and large-scale debris. A CSZ magnitude 9.0 earthquake will have a severe impact on the county and metropolitan area. According to the Oregon Department of Geology, Minerals and Industry a CSZ earthquake could generate 1.7-2.1 million of tons of debris from damaged buildings in Clackamas County. A Portland Hills earthquake could generate an even greater 4.9-6.0 million tons of debris. These types of debris-generating events require the county to be prepared in advance for large-scale debris removal.

Contractors must be registered to do business within the State of Oregon, through the Oregon Secretary of State's office. Contractors will be required to document licenses, financial records (Audited or Reviewed

Financial Statements), proof of insurance, and surety. Contractors selected shall not be debarred on the Federal System for Award Management or the State of Oregon status lists.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

This scope of work includes prequalification for the following:

1. Clearance and/or removal of disaster-generated debris (as distinct from garbage, recycling, and organic materials generated by households and businesses) from public property and public right-of-ways, from private property where approved by relevant state and federal authorities and property owners, and
2. Establishment and operation of one or more County owned or leased Debris Management Sites immediately after a disaster to account for, process, sort, reduce, recycle and dispose of disaster debris in the County.

Two distinct types of debris removal are identified. Contractors may submit qualifications for either debris type as follows:

#### **Type 1 Debris Removal: Soil & Sediment and Vegetative Debris.**

Type 1 Debris contractors will be capable of clearing, removing & disposing a minimum of 10,000 cubic yards of Soil & Sediment and/or Vegetative Debris in the Clackamas within 30 days from notice to proceed. Contractors shall have the ability to mobilize and be on-site with 50 percent of needed resources within 48 hours. "Needed Resources" consists of personnel and equipment necessary for mission completion in 30 days or less.

Floods and landslides often deposit soil and sediment on improved public property and public rights-of-way. In many disasters soil and sediment also includes vegetative debris. *Vegetative Debris* consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material.

#### **Type 2 Debris Removal: Construction & Demolition Debris (C&D) and other Mixed Debris.**

Type 2 Debris contractors will be capable of clearing, removing & disposing a minimum of 100,000 cubic yards of Construction & Demolition Debris and other Mixed Debris in the County within 60 days from notice to proceed. Type 2 Contractors must have the capability and experience of operating a debris reduction site for Construction and Demolition and Mixed debris. Contractors shall have the ability to mobilize and be on-site with no less than 50 percent of needed resources within 72 hours. "Needed Resources" consists of personnel and equipment necessary for mission completion in 60 days or less.

*Construction and Demolition Debris* consists of damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. *Mixed Debris* consists of all other debris including but not limited to vegetative debris, soil & sediment, metals, white goods (appliances); asbestos and/or lead containing waste; electronic waste and other "FEMA-Eligible" debris.

#### **Work Schedule:**

Contractor shall perform work of debris removal Monday through Sunday, 7:00AM to 7:00PM.

#### **The following items are included and incorporated within this RFP:**

- Disaster Debris Removal- Sample Bid Sheet

**3.3.2. Term of Contract:**

This RFP will not result in an immediate contract. It is the intent of the County to write a contract for each prequalified contractor at the time of the disaster. This contract will then be effective upon signing and remain in effect until the authorized work of debris removal has been complete.

**3.3.3 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. **No action or response to the sample contract is required under this RFP.** Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals based on a pass/fail scoring. It is the intent of the County to place all qualified contractors on the list of approved contractors for debris removal. All required items must be submitted otherwise it is an automatic fail. Failing one section of the evaluation criteria of this RFP will disqualify the contract from all other evaluation sections of the RFP.

The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the Proposers whose responses cannot be determined to be pass/fail without clarification. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<b>Category</b>	<b>Points available:</b>
Integrity	Pass/Fail
Public Policy	Pass/Fail
Past Performance	Pass Fail
Technical Capability	Pass/Fail
Financial Resources	Pass/Fail
Detailed Description	Pass/Fail
Oregon Registration	Pass/Fail

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### **Provide the following information in the order in which it appears below:**

### 5.2. Integrity

A company that is suspended or debarred from contracting with the Federal Government, the State of Oregon, or with an affirmative response to items “a-g” below will be disqualified. Please state that your company is not suspended or debarred from contracting with the Federal Government or the State of Oregon, and is not disqualified from this RFP as a result of your company having been found by a court, or an administrative agency, to have committed any of the following:

- a. Fraud or a criminal offense in connection with obtaining or attempting to obtain a contract;
- b. Violated Federal or state antitrust statutes;
- c. Embezzlement, theft, forgery, bribery, falsification of records, or illegal destruction of records;
- d. Making false statements;
- e. Violations of Federal criminal tax laws;
- f. Receiving stolen property; or
- g. Has delinquent Federal or state taxes.

### 5.3. Public Policy

A contractor shall comply with the public laws and policies of the Federal Government and state, local government, or tribal government. Demonstrate past and current compliance with these laws by submitting:

- a. Copies of the contractor’s policies on complying with equal opportunity and nondiscrimination laws.
- b. Examples of past contract solicitations and/or company policies where the contractor has taken, or has a policy in place to take, all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms were sought consistent with 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance.

#### **5.4. Past Performance**

Provide documentation in no more than two (2) pages (per debris type) of past performance as prime contractor on one completed Type 1 or Type 2 debris removal contract, or similar. Past experience on a declared emergency is not required. Additional pages will not be considered. Include the following:

- a. Event name(s), relevant dates, location(s), and FEMA or State Emergency or Disaster Declaration Number(s) if applicable. Include client contact(s) and contract performance evaluation(s) if available.

#### **5.5. Technical Capability**

Key personnel, contractor resources and/or subcontractor resources must be identified and able to execute Type 1 or Type 2 Debris removal operations within the prescribed timeframes identified in the Scope of Work. Please specify whether you are proposing to be prequalified for a Type 1 or Type 2 event or both. Provide documentation of the following in no more than four (4) pages (additional pages will not be considered, unless your proposal is for both a Type 1 and a Type 2 in which case the maximum number of pages is eight (8):

- a. Key Personnel. Provide names of no less than two (2) key management personnel with debris-related experience that will be available to work under the prospective contract. Key personnel must have on-site experience on at least one debris removal project, similar to a Type 1 or Type 2 as defined above.
- b. Contractor Resources. Provide documentation of construction, production, and/or technical facilities, equipment and other resources available to work under the prospective contract.
- c. Subcontractor Resources. Provide names, address and debris-related experience of subcontractors that will be available to work under the prospective contract. Key personnel must have on-site experience on at least one debris removal project, similar to a Type 1 or Type 2 as defined above.

#### **5.6. Financial Resources**

A contractor must have financial resources as outlined below to perform the contract or the ability to obtain such resources. The County will analyze the provided narrative in making this evaluation. A contractor with a current filing for bankruptcy protection, or is under a receivership, is disqualified.

Provide a narrative description of no more than 2 pages of your company's adequate financial resources to perform under a contract, if awarded. Include a description of:

- a. Your company's three year average gross revenue;
- b. Number of employees;
- c. Where your business offices are located;
- d. Your company's total current debt and description of what debt is incurred for;
- e. The company's capital assets;
- f. Any other financial data you would like to provide;
- g. A list of other debris management contracts granted to your company, and,
- h. State if your company is currently under the protection of the bankruptcy court or is subject to a receivership.

#### **5.7. Detailed Description**

Please specify whether you are proposing to be prequalified for a Type 1 or Type 2 event or both. Provide a detailed description of how the firm would clear, remove and dispose of disaster-generated debris (Type 1 mission with a minimum of 10,000 cubic yards of soil and vegetative debris and/or a Type 2 mission with a minimum of 100,000 cubic yards of construction and demolition debris) located in urban and rural Clackamas County. Assume that Clackamas County will provide an approved site, or sites, for debris sorting and reduction. Response shall be no more than 4 pages in length. Additional pages will not be considered, unless your proposal is for both a Type 1 and a Type 2 in which case the maximum number of

pages is six (6). Copies of current company policies do not count towards the page limit. Detailed description to be in agreement with FEMA Public Assistance guidelines and include the following:

- a. Project Management. Describe management organization and responsibility of various project managers that would be mobilized in response to a mission. All key management positions must be occupied by direct employees of Proposer (these positions consist of those which have responsibility for making decisions concerning environmental compliance, historical preservation compliance, safety, field operations, and debris site operations).
- b. Equipment & Personnel. Describe the type of equipment and personnel that will be utilized for clearance, removal and disposal of debris.
- c. Debris Recycling, Reduction and Disposal. Describe a basic plan, or provide current company policies, which ensure debris will be recycled or reduced in volume to the maximum extent possible prior to disposal.
- d. Traffic Control. Describe a basic plan or provide current company policies that ensure traffic control and safety at all work areas.
- e. Safety & Health. Describe a basic plan, or provide current company policies, that ensure the safety & health of workers and public.
- f. Environmental Protection. Describe a basic plan, or provide current company policies, to ensure compliance with applicable Local, State, and Federal environmental regulations.
- g. Historical and Cultural Protection. Describe a basic plan, or provide current company policies, to ensure compliance with applicable Local, State and Federal historical and cultural regulations.

#### **5.8. Oregon Registration**

Provide current Oregon business registry number with the Oregon Secretary of State, and your current Oregon Contractor's license number.

#### **5.9. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2018-124 Disaster Debris Clearance, Removal and Disposal**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, or in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices (if applicable) in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices (if applicable) which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed (if applicable) for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.



(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal. (Not applicable for pre-qualification only lists)

(l) The funding source for payment under any eventual contract will be FEMA reimbursement. The Proposer certifies that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number \_\_\_\_\_

Oregon Construction Contractor's Board License Number \_\_\_\_\_

Contractor's Authorized Representative:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Disaster Debris Removal - Sample Bid Sheet

### Unit Cost Contract

(Type 1 Debris Items highlighted)

Item	Description	Units	Origination Point	Measure	Quantity <sub>1</sub>	Unit Price \$	Sub-total \$
1	Emergency Road Clearance	Lane Miles	Public Right of Way (R.O.W)	NA			
2	Removal of eligible <sup>2</sup> vegetative debris in Cubic Yards (CY).	CY per mileage intervals.	From R.O.W. to County-approved Debris Management Site or final disposal site <sup>3</sup> .	0-15 miles			
				16-30 miles			
				31-60 miles			
				61-120 miles			
				121-220 miles			
3	Vegetative debris reduction by Chipping or Grinding	CY	At Debris Management Site				

<sup>1</sup> Estimated quantity based on preliminary damage assessment. Actual quantity may differ.

<sup>2</sup> Debris generated by the event, located within the designated disaster area on public property or right-of-way, and responsibility of the county to remove.

<sup>3</sup> All mileage in Bid Sheet based on one-way haul distance.

Section	Description	Units	Origination Point	Measure	Quantity <sup>1</sup>	Unit Price \$	Sub-total \$
4	Vegetative debris reduction by Above Ground Air Curtain Incineration	CY	At Debris Management Site				
5	Haul-out of reduced vegetative debris (Chips or Ground Debris).	CY per mileage intervals.	From County-approved Debris Management Site to final disposal site.	0-15 miles			
				16-30 miles			
				31-60 miles			
				61-120 miles			
				121-220 miles			
6	Haul-out of reduced vegetative debris (Ash from Air Curtain Incineration).	CY per mileage intervals.	From County-approved Debris Management Site to final disposal site.	0-15 miles			
				16-30 miles			
				31-60 miles			
				61-120 miles			
				121-220 miles			
7	Removal of hazardous trees (split trunk, broken canopy or leaners). Must be 6" diameter or greater at 4.5 feet above ground (diameter breast height-DBH).	Each	From R.O.W. to County-approved Debris Management Site or final disposal site.	6" - 12" DBH			
				12.1" - 24" DBH			
				24.1" - 48" DBH			
				> 48.1" DBH			
8	Removal of hazardous limbs (hangers). Must be greater than 2" at break.	Each	From R.O.W. to County-approved Debris Management Site or final disposal site.				
9	Removal of hazardous stumps (50% of root ball exposed) > 24" diameter and less than 36" diameter @24" above ground. Grind or	Each	Public Right of Way				

	dig out stump as required. Remove stump chips and backfill with compacted topsoil.					
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Section	Description	Units	Origination Point	Quantity <sup>1</sup>	Unit Price \$	Sub-total \$
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<b>10</b>	Removal of hazardous stumps (50% of root ball exposed) > 36" diameter and less than 36" diameter @48" above ground. Grind or dig out stump as required. Remove stump chips and backfill with compacted topsoil.	Each	Public Right of Way			
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<b>11</b>	Removal of hazardous stumps (50% of root ball exposed) > 48" diameter @24" above ground. Grind or dig out stump as required. Remove stump chips and backfill with compacted topsoil.	Each	Public Right of Way			
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<b>12</b>	Removal of eligible soil, sand and mud removal (uncontaminated).	Ton per mileage intervals.	From R.O.W. to County-approved Debris Management Site or final disposal site.	0-15 miles			
				16-30 miles			
				31-60 miles			
				61-120 miles			
				121-220 miles			

<b>13</b>	Removal of eligible soil, sand and mud removal (contaminated).	Ton per mileage intervals.	From R.O.W. to County-approved Debris Management Site or final disposal site.	0-15 miles			
				16-30 miles			
				31-60 miles			
				61-120 miles			
				121-220 miles			

Section	Description	Units	Origination Point	Quantity <sup>1</sup>	Unit Price \$	Sub-total \$
14	Cleaning and clearing of storm drain lines with a diameter <sup>4</sup> of 0-15.0 inches.	Linear Feet (LF)	On Right-of-Way			
15	Cleaning and clearing of storm drain lines with a diameter <sup>4</sup> of 15.01-36 inches.	Linear Feet (LF)	On Right-of-Way			
16	Cleaning and clearing of storm drain lines with a diameter <sup>4</sup> of 36.01-72 inches.	Linear Feet (LF)	On Right-of-Way			
17	Cleaning and clearing of storm drain lines with a diameter <sup>4</sup> greater than 72 inches.	Linear Feet (LF)	On Right-of-Way			
18	Cleaning and clearing of 3' X 3' catch basins and inlets	Each	On Right-of-Way			
19	Cleaning and clearing of 8' X 8' catch basins and inlets	Each	On Right-of-Way			

<sup>4</sup> If diameter is irregular use height in inches

Section	Description	Units	Origination Point	Quantity <sup>1</sup>	Unit Price \$	Sub-total \$
<b>20</b>	Cleaning and clearing of 10' X 10' catch basins and inlets	Each	On Right-of-Way			
<b>21</b>	Cleaning and clearing of 20' X 20' catch basins and inlets	Each	On Right-of-Way			
<b>22</b>	Ditch line cleanout. Removal of debris to the Right-of-Way sufficient to restore hydraulic capacity of ditch. Silt/Sand to be disposed of.	Linear Feet (LF)	On Right-of-Way			
<b>23</b>	Debris removal from waterways (drift) and placed on the Right-of-Way.	CY	Waterways and Right-of-Way			
<b>24</b>	Removal of eligible Construction & Demolition debris (non-asbestos containing).	Ton per mileage intervals.	From R.O.W. to County-approved Debris Management Site or final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		

Section	Description	Units	Origination Point	Quantity <sup>1</sup>	Unit Price \$	Sub-total \$
<b>25</b>	Removal of eligible Construction & Demolition debris (asbestos containing).	Ton per mileage intervals.	From R.O.W. to County-approved Debris Management Site or final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>26</b>	Removal of reduced Construction & Demolition debris from Debris Management Site to final disposal site.	Ton per mileage intervals.	From Debris Management Site to final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>27</b>	Debris to be moved from public property and placed on the Right-of-Way	CY	On the Right-of-Way			
<b>28</b>	Eligible white goods removal, segregation and disposal at approved location	Each per mileage intervals.	From R.O.W. to County-approved Debris Management Site or final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>29</b>	Freon Management, Recycling and Disposal	Each.	At Debris Management Site or final disposal site.			

Section	Description	Units	Origination Point	Quantity <sup>1</sup>	Unit Price \$	Sub-total \$
<b>30</b>	Removal of eligible abandoned vehicles (cars, light trucks, trucks, tractor trailers).	Each vehicle per mileage intervals.	From R.O.W. to County-approved compound.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>31</b>	Removal of eligible putrescent waste (not including animal carcasses)	Pound (LB) per mileage intervals.	From R.O.W. to final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>32</b>	Building lead & asbestos assessment	Each	On specified property			
<b>33</b>	Removal of eligible dead animal carcasses (does not include smaller animals such as opossums)	Pound (LB) per mileage intervals.	From R.O.W. to County-approved final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		



Section	Description	Units	Origination Point	Quantity <sup>1</sup>	Unit Price \$	Sub-total\$
<b>34</b>	Demolition, removal, loading and transport of structures.	Ton per mileage intervals	From specified property to County-approved Debris Management Site or final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>35</b>	Electronic debris that contains hazardous materials, such as cathode ray tubes, computer monitors and televisions.	Per item	From R.O.W. to County approved Debris Management Site or final disposal site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>36</b>	Household hazardous waste removal.	Pound (LB) per mileage intervals.	From R.O.W. to County-approved Site.	0-15 miles		
				16-30 miles		
				31-60 miles		
				61-120 miles		
				121-220 miles		
<b>37</b>	Tire Removal	Per item	From R.O.W. to County-approved Debris Management	0-15 miles		
				16-30 miles		
				31-60 miles		

			Site or final disposal site.	61-120 miles			
				121-220 miles			
Section	Description	Units	Origination Point		Quantity <sup>1</sup>	Unit Price \$	Sub-total \$

<b>38</b>	Weighing Scales, Truck, Portable and Certified. Must include backup set capable of 4-hour activation.	Per week (7 days)	Debris Management Site				
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<b>39</b>	Debris Management Site operation (vegetative). Debris acceptance, volume reduction pile management, and loading for haul-out.	CY <sup>5</sup> vegetative debris	Debris Management Site				
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<b>40</b>	Debris Management Site operation (C&D). Debris acceptance, hazardous materials sorting, metals recycling, volume reduction, pile management, and loading for haul-out.	Tons <sup>5</sup> C&D debris	Debris Management Site				
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<b>41</b>	Escalation factor for night operations. Applies to full-hour line items performed beyond specified 7AM-7PM (12-hour) workday.	X unit cost	All locations				
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<sup>5</sup> Debris Management Site volume of material is based on the sum of both Cubic Yards (vegetative) and Tons (construction and demolition) debris.