



citycounty insurance services  
www.cisoregon.org

## Request for Information (RFI)

### Disaster/Emergency Response & Restoration Services

CIS  
1212 Court St. NE  
Salem, OR 97301  
(503) 763-3800

<b>RFI Schedule</b>	
Issuance of RFI:	<b>November 20, 2018</b>
Submission of Questions about the RFI:	<b>December 3, 2018, 5:00 p.m. (PST)</b>
Responses Due:	<b>December 17, 2018, 5:00 p.m. (PST)</b>
Vendor Selection:	<b>January 2019</b>

MAIN OFFICE • 1212 Court Street NE, Salem, OR 97301 • Phone 503-763-3800 or 800-922-2684 • Fax 503-763-3900  
CLAIMS OFFICE • PO Box 1469, Lake Oswego, OR 97035 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 503-763-3901

A membership service of:



**CIS  
REQUEST FOR INFORMATION  
FOR  
Disaster/Emergency Response & Restoration Services**

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## I. INTRODUCTION

### A. PURPOSE

The purpose of this Request for Information (RFI) is to gather background information to assist in developing working relationships with firms with nationwide offices and resources to provide disaster and emergency response and recovery services to CIS and cities and counties throughout Oregon. Disasters may include events, such as earthquakes, floods, fire, smoke, sewer and water backup, mold, hazardous chemicals, etc. Service capability will extend to structures, equipment, personal property, archives, libraries, artifacts, artwork and documents. Services are required 7 days per week, 24 hours per day for locations statewide.

This RFI does not constitute a solicitation of bids or offer of contract. Responses will provide CIS with information and comparables about vendors. Submitting a response will not bind a vendor or CIS to each other in any way, contractually, financially, or otherwise, but if CIS decides to develop a working relationship with a vendor, we will expect the vendor to commit to providing response resources to CIS members when needed. Whether CIS enters into a contractual relationship with any vendor will be in CIS' sole discretion.

### B. BACKGROUND

CIS is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Salem, CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. The majority of cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

CIS provides property insurance to 320 Oregon cities and counties with a total insured value of \$9.4 billion. CIS internal staff manage claims with support from external adjusters. Rarely does CIS arrange disaster response services for members. Usually, the property owner, or city or county where the property is located, arranges for the services.

## II. SCOPE OF SERVICES

CIS desires to develop working relationships with disaster and emergency response firms with large national response capabilities. These firms will be able to advertise to CIS members that they are a preferred vendor of ours and will work with us in preparing members for disaster events.

Selected firms will provide CIS and members with information about their services and fee structures. Additionally, in coordination with CIS, they will offer webinars and training sessions to CIS members and be available to speak at the CIS annual membership conference.

The qualifications and recovery services CIS is seeking are listed below.

- A. Emergency Response.  
Specific tasks may include, but are not limited to:
  - i. Immediate Response – Damage assessment personnel will be onsite within four hours of initial call.
  - ii. Analysis and Damage Assessment – After reaching the site, the team will assess and determine the scope of the damages and provide this information to the onsite personnel.
  - iii. Statement of Work – The scope of the damages and the recommendations on how to remediate the situation will be provided in a written Statement of Work.
  - iv. Mobilization – Upon acceptance of recommendations, vendor will immediately mobilize its staff to begin work onsite.
  - v. Work Product – Onsite work by vendor’s first responder team members will encompass any or all of the services listed in bullets B through I below.
  - vi. Project Summary – When the project has come to an end, a full report of the actual damages incurred and work completed will be provided to the appropriate government personnel.
  
- B. Have existing relationships with structural engineers, environmental testing, and other experts needed to provide services in the event of a disaster.
  
- C. Ability to move equipment and generate power if utilities and roads are down.
  
- D. Biological, Chemical, or Radiological Residues Sanitization and/or Decontamination
  
- E. Structural Drying.
  
- F. Mold Remediation.
  
- G. Fire Restoration and Clean-Up.
  
- H. Electronics and Machinery Restoration.
  
- I. Document and Record Restoration.
  - i. Facility Stabilization for Preservation of Records
  - ii. Re-housing Records into New Containers
  - iii. Transporting Damaged Records
  - iv. Freezing Water-Damaged Records
  - v. Vacuum Freeze-Drying Water-Damaged Records
  - vi. Desiccant or Air-Drying Records
  - vii. Sanitization and/or Decontamination of Records

viii. Cleaning of Records

Interested firms need to be able to provide one or more of the services above to be considered, but do not need to provide all of them.

**III. SCHEDULE AND SUBMITTAL**

**A. RFI AND EVALUATION SCHEDULE**

Issuance of RFI:	<b>November 20, 2018</b>
Deadline to Submit Written Questions about the RFI:	<b>December 3, 2018 5:00 p.m. (PST)</b>
Response Due Date:	<b>December 17, 2018 5:00 p.m. (PST)</b>
Evaluation of Responses, Finalists Selected:	<b>December 21, 2018</b>
Finalist Interviews (if needed):	<b>Week of January 7, 2019</b>
Vendors Selected:	<b>January 2019</b>

**B. CIS CONTACT PERSON**

**Scott Moss**  
Property/Casualty Trust Director  
1212 Court St. NE  
Salem, OR 97301  
Email: [smoss@cisoregon.org](mailto:smoss@cisoregon.org)  
Phone: 503-763-3840

**C. WRITTEN QUESTIONS**

If vendors have questions about the RFI, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PST) on December 3, 2018**. Questions must be in writing and may be e-mailed to the [Contact Person](#) above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

**D. RESPONSE SUBMITTAL**

**1. General**

Responses must be received by **5:00 p.m. (PST) on December 17, 2018**. Any response received after this date and time will not be considered.

Delivery of responses by the specified deadline is the sole responsibility of the vendor. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by a vendor, except where it can be established that CIS was the sole cause of the late receipt.

## **2. Method of Submittal**

The response must be submitted in electronic form in an email to the [Contact Person](#) above.

## **3. Interviews**

If interviews of finalists are needed, they will be in-person and will occur in CIS' Salem office on or about the **week of January 7, 2019**.

## **4. Evaluation Criteria**

All responses received in accordance with these RFI instructions will be evaluated to determine if they meet the requirements specified in this RFI.

The following criteria will be considered in evaluating the qualifications:

- Qualifications;
- Experience, particularly with regional or large-scale disaster response;
- References;
- Cost Schedule/Hourly Rate;
- Miscellaneous, including exceptions/deviations

# **IV. GENERAL INSTRUCTIONS**

## **A. ORAL COMMUNICATIONS**

Any oral communication by CIS' [Contact Person](#) or designee concerning this RFI is not binding and shall in no way modify the RFI or the obligations of CIS, a vendor or selected firm(s).

## **B. CHANGES TO RFI**

If it is necessary to make material changes to the RFI, CIS will e-mail written RFI addenda to all recipients of record of the original RFI and post such addenda on CIS' website ([www.cisoregon.org/About/RFS](http://www.cisoregon.org/About/RFS)). Recipients of record are those parties to whom CIS directly sent a copy of the RFI. Responses to written questions received by the specified deadline will be incorporated in an RFI addendum.

It is the responsibility of the vendor to inquire of CIS as to any addenda issued. This may be done by checking CIS' website prior to the response submittal deadline. All addenda issued shall become part of the RFI.

### **C. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFI must be declared in a separate element of the submitted response under the heading "Exceptions and Deviations."

### **D. AUTHORIZATION TO DO BUSINESS**

Vendors must be authorized to do business in the State of Oregon and in the local jurisdiction in which they are located or where the work will be performed. **An Oregon contractor's license is required.**

### **E. RESPONSE PREPARATION EXPENSES**

CIS shall not be liable for expenses incurred by a vendor in the preparation of its response and vendors shall not incorporate any such expenses into their fee schedules. Response preparation expenses are defined as expenses incurred by the vendor to: (1) prepare and submit its response to CIS; (2) negotiate with CIS on any matters related to this RFI; and (3) any other expenses incurred by a vendor prior to the date of award, if any.

Issuance of this RFI and receipt of responses does not commit CIS to select any vendors. CIS reserves the right to postpone selection for its own convenience, to accept or reject any or all responses received, or to cancel all or part of this RFI.

### **F. WITHDRAWAL; RESPONSE TERMS IRREVOCABLE FOR 90 DAYS**

A vendor may withdraw its response at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted response. As of the deadline for submittal, the terms of any response received by CIS and not withdrawn become irrevocable immediately and for **90 days** thereafter. Vendors are responsible for the accuracy of their responses and no allowance will be made for errors or fee increases that a vendor later alleges are retroactively applicable.

### **G. DISPOSITION OF RESPONSES**

All materials submitted in response to this RFI become the property of CIS, except for information identified by a vendor as being proprietary. A blanket statement that all contents of the response are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding responses or a subsequent contract.

## **H. IMMATERIAL DEFECTS IN RESPONSE**

CIS may waive any immaterial deviation or defect in a response. CIS' waiver shall in no way modify the RFI documents or excuse a vendor from full compliance with the RFI if selected.

## **I. WRITTEN AGREEMENT**

The vendor(s) selected through this RFI process may be required to enter into a written agreement with CIS governing the provision of professional services to CIS, our members and other eligible entities. Any agreement will include pertinent terms and conditions set forth in this RFI and will reflect the vendor's response or the outcome of negotiations. Any agreement will also include, to the extent applicable, the provisions described in [Appendix A](#) and any terms or conditions added by addendum.

It is anticipated that the vendor may use subcontractors in fulfillment of services described in this RFI. CIS will not be a party to any agreements with those subcontractors, nor in any fashion a guarantor or indemnitor of them.

## **J. NEWS RELEASES**

News releases pertaining to any selection resulting from this RFI may not be issued without the prior written approval of CIS.

## **V. RESPONSE FORMAT AND CONTENT**

The response submitted in response to this RFI must contain the information required in **Sections A through C** below. Brevity is preferred. For the questions in **Section B**, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

### **A. COVER LETTER**

All responses must include a cover letter addressed to the [Contact Person in Section III, B](#) above. At a minimum, the cover letter must contain the following:

- Identification of the vendor, including business name, address and telephone number.



- Name, title, address, telephone number, and e-mail address of a contact person during the period of response evaluation.
- Acknowledgment of RFI addenda received, if any.
- A statement that the terms of the response shall remain valid for a period of not fewer than **90 days** from the response due date..
- Identification of any information contained in the response which the vendor deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the response are confidential or proprietary will not be honored by CIS.
- Signature of a person authorized to bind the offering firm to the terms of the response.

## **B. QUALIFICATIONS, RELATED EXPERIENCE, REFERENCES, FEES**

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency. Please list your CCB number.
2. Describe your firm's experience and qualifications for providing national, regional, and local disaster response services.
3. Describe how your firm has responded to a national or large scale disaster event.
4. Provide one or more local government references for which you have responded to a disaster.
5. Describe the approach and methodology your firm would use in providing disaster response/recovery services to CIS members.
6. Describe your fee structure, including:
  - a. Proposed method of payment
  - b. Sample rates
    - i. Cost of air movers
    - ii. Cost of emergency service calls
    - iii. HEPA vacuuming hourly rate

7. Describe how you support FEMA's requirements for damage repair and reconstruction work including invoicing and pricing.

### **C. SAMPLE CONTRACT**

Submit a sample of your standard agreement for services with your response. Required provisions for the agreement are described in [Section IV\(I\)](#) above and [Appendix A](#) below.

## APPENDIX A – CIS CONTRACT CONSIDERATIONS

### A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. Independent Contractor Status. The following shall be included in CIS contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.**

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

**This Contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this Contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.**

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

**During the term of this Contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:**

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$2,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this Contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days' prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

#### **B. OTHER CONTRACT CONSIDERATIONS:**

1. Limitations on Liability and Warranties. Responses to RFI's should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFI responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
  - a. This Contract may be terminated at any time by mutual written consent of the Parties.
  - b. CIS may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' written notice to Contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.
  - c. CIS may terminate this Contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured

**within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.**

- d. Contractor may terminate this Contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this Contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.**
3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.