



**REQUEST FOR PROPOSALS**  
**for**  
**DISASTER DEBRIS MONITORING SERVICES**  
**RFP # 2026-002**

**City of Apalachicola**

Attn: Leslie Glaze, City Hall, 1 Bay Avenue, Apalachicola, FL 32456, phone 850-323-0985

**SUBMITTALS DUE: Friday, May 22<sup>nd</sup>, 2026, at 12:00 pm 1 Bay Avenue,  
Apalachicola, FL**

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## Section 1 – Purpose and Overview

The City of Apalachicola intends to enter into an agreement with a qualified contracting firm to provide services in preparation for natural disasters or other debris generating events. This Request for Proposals (RFP) applies to the City of Apalachicola, FL.

This RFP is advertised to solicit competitive sealed proposals from qualified firms, businesses or individuals for the provision of Disaster Debris Monitoring Services to assist the City of Apalachicola, hereafter referred to as the “Entity” or “Entities”, with Disaster Debris Monitoring Services.

It is the intent and purpose of the Entities that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the Entities if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

## Section 2 – Instructions to Proposers

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy and an identical paper copy.

Proposals must be returned in a sealed envelope and delivered to the following Entity(s) no later than 05/22/2026 at 12:00 pm (EST). Submittals shall be opened at 2:00pm the same day.

### **City of Apalachicola**

Attn: Leslie Glaze, City Hall, 1 Bay Avenue, Apalachicola, FL 32456, phone 850-323-0985

Proposals shall be sealed and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the above stated Entity(s) address by the deadline. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located at each of the Entity's facility shall serve as the official authority to determine timeliness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Entity's Purchasing Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure deliver to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the Entity's staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the City's point of contact. Questions shall be emailed to Leslie Glaze, [lgaze@cityofapalachicola.com](mailto:lgaze@cityofapalachicola.com), the City's point of contact no later than 05/8/2026 at 5:00pm (EST) referencing the RFP title in the subject line.

The Entity will utilize the Apalachicola Times, Panama City New-Herald and the City's website to distribute information/specifications/addenda/result. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the Entity's website to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

When appropriate, the Entity will issue an addendum to the RFP. The addendum will be available on the City's website (<https://www.cityofapalachicola.com/business/requests-for-proposals/>) and the Entity's website for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The Entity shall be bound by information and statements only when such statements are written and executed under the authority of the Entity.

It will be the responsibility of the proposer to contact the Entity(s) prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of Entity. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

**CLARIFICATIONS** – It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Entity(s) Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

**AMENDMENT OF THE REQUEST FOR PROPOSALS** – It is the proposer's responsibility to contact the Entity prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The Entity reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

**MEETING SPECIFICATIONS** – If you are taking exception, indicate those exceptions as stated on the Proposer's Certification Form.

**CORRECTION OF PROPOSALS** – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

**WITHDRAWAL OF PROPOSALS** – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal or modification after the Proposal has been opened, at the appointed time and place by the Entity. Any such withdrawn Proposal shall not be resubmitted.

**OPENING OF PROPOSALS** – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Entity for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized

representatives are invited to be present at the opening of the proposals.

**REJECTION OF PROPOSALS** – The Entity reserves the right to reject any and/or all proposals when such rejection is in the best interest of the Entity.

**PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS**

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to provide all information listed on each form may result in the rejection of your proposal, or a reduction in evaluation points.
- (c) Failure to perform according to contract provisions.
- (d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (e) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (f) Evidence that the vendor has attempted to give an Entity(s) employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Entity(s) purchasing activity.
- (g) Failure to provide an unlocked accessible electronic copy of your response shall result in the rejection of your proposal.
- (h) Other reasons deemed appropriate by the Entity(s).

**NO LOBBYING** – All Proposers are hereby placed on notice that the City of Apalachicola Board of City Commissioners, Employees/Staff, Members of the Evaluation Committee, and all other listed government entities and Employees/Staff included in this RFP (with the exception of the Entities’ personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-Contractors, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning shall automatically be disqualified from further consideration for this RFP.

**RIGHT TO PROTEST** – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, for City of Apalachicola with the City Representative ([lglaze@cityofapalachicola.com](mailto:lglaze@cityofapalachicola.com)) and the City Manager (HYPERLINK "<mailto:canderson@cityofapalachicola.com>"[canderson@cityofapalachicola.com](mailto:canderson@cityofapalachicola.com)), at the emails provided, should clarification be required a written notice of intent to file a protest in accordance with the Entity(s) Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by the Entity shall constitute a waiver of your protest and resulting claims.

**OWNERSHIP OF DOCUMENTS** – All documents resulting from this project will become the sole property of the Entity. The proposer must meet all requirements for retaining public records and transfer, at no cost to the Entity, all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Entity in a format that is compatible with the information technology systems of the Entity.

**COST OF PREPARATION** - Costs of preparation of a response to this RFP are solely those of the proposer. The Entity assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the Entity bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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## Section 3 – Terms and Conditions

**GOVERNING LAWS/RULES/REGULATIONS** – All Proposers shall hold all State, Federal, and Entity licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and Entities.

**RESERVATION OF RIGHTS** – The Entities reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Entities, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by Entity(s) or other competent authority.

Entity(s) reserve the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Entity when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Entity’s Purchasing Policy. Entities reserve the right to request clarification of information submitted and to request additional information of one or more applicants.

**AVAILABILITY OF PERSONNEL** – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees or agents of the Proposer, and not employees or agents of Entity(s).

**ASSIGNMENT OF CONTRACT** – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Entity(s).

**NON-EXCLUSIVITY OF CONTRACT** – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and Entities reserve the right to seek similar or identical services elsewhere if deemed in the best interest of Entity(s).

**AGREEMENT** – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

**HOLD HARMLESS / INDEMNIFY** – The Proposer agrees to indemnify and hold harmless the Entities, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

**NON-PERFORMANCE** – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the Entities may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

**PATENT / COPYRIGHT HOLD HARMLESS** – The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Entities against any claim, suit, or proceeding brought against the Entities which is based on a claim, whether rightful, or otherwise that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any

patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the Entities.

**PUBLIC RECORDS** – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Entities in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the Entities would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Entities all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Entities in a format that is compatible with the information technology systems of the Entities.

In performing the requirements herein, the Proposer shall promptly provide the Entities with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the Entities to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the Entities with a copy of the Proposer’s response to each such request. Failure to grant such public access shall constitute a material default and the Entities shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

**FINANCIAL ABILITY** – Every Proposer shall be required to demonstrate financial stability as evaluated at the sole discretion of Entities.

**BINDING OFFER** – A Proposer’s submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

**AUDITABLE RECORDS** – The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer’s cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The Entities or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the proposer’s subcontractors used to procure goods or services under the contract with the Entities. Awarded Proposer shall ensure the Entities have these same rights with subcontractor(s) and suppliers.

**INDEMNIFICATION: (GENERAL LIABILITY)** – The selected Proposer shall indemnify, hold harmless, and defend Entities and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Entities.

**INDEMNIFICATION: (PATENT OR COPYRIGHT)** – The selected Proposer shall indemnify and hold harmless, and defend Entities and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

**FLORIDA PROMPT PAYMENT ACT** – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

Entities are obligated only to the extent that funds are included in the Entity's fiscal year budget. Should the Entities not budget funds for this expense the Contract is null and void.

**DRUG-FREE WORKPLACE CERTIFICATION** – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

**PUBLIC ENTITY CRIMES** – A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Proposer list.

**CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION** – The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Entities. Further, all proposers must disclose the name of any Entities employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

**LICENSES (if applicable)** – The Contractor shall be responsible for obtaining and maintaining any required

County or City occupational license and any licenses required pursuant to the laws of Entities or the State of Florida. In furnishing the service or product to the Entities, the vendor shall comply with all federal, state and Entity’s rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

**CANCELLATION** – The contract with the successful proposer may be terminated by the Entities without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Entities may terminate the contract at any time as a result of the Contractor’s failure to perform in accordance with these specifications and applicable contract. The Entities may retain/withhold payment for nonperformance if deemed appropriate to do so by the Entities.

**INSURANCE REQUIRED** – Before execution of the contract by the Entities and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the Entities current certificates of all required insurance on forms acceptable to the Entities, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Entities.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Entities.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Entities.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$100,000 each occurrence \$500,000 disease, aggregate \$100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000

Professional Liability (when applicable)  
\$1,000,000 per claim  
\$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to the Entities and shall include the Entities its officers and employees, as additional insured's, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the Entities shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the Entities, Contractor shall furnish Entities with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: [Entity] as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Entities, except that in the event of cancellation for nonpayment of premium the Entities shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The Entities will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Entities.

Notices, in original and one copy of cancellation, termination and alteration of such policies shall also be provided to the agent of the Entities. **COMPLIANCE WITH 44 CFR, 2 CFR PART 200, and other State and Federal regulations and requirements**

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the Entities and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

**Stafford Act, as amended**

<https://www.govinfo.gov/content/pkg/COMPS-2977/pdf/COMPS-2977.pdf>

**Code of Federal Regulations, 44 CFR, as amended**

<https://www.ecfr.gov/>

**Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.,as amended**

<https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

**FEMA Public Assistance Program and Policy Guide (PAPPG), as amended**

[https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)

**Policy and procedure changes as described in FEMA Interim Policies, FEMA Administrator Memos, and any such nationally published guidance, directives, etc. as required by FEMA.**

**Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:**

**1. 2 CFR PART 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, as amended and attached to this document.**

**2. Equal Employment Opportunity Clause (§60-1.4)**

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the

Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) 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.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.
- (h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Where applicable, all contracts awarded by the Entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**4. Rights to Inventions Made Under a Contract or Agreement.**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

**7. Compliance with the Copeland "Anti-Kickback" Act**

(a) 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.

(b) 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.

(c) 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."

**Additional Administrative, Contractual, or Legal Provisions**

**8. Cancellation**

The Entity reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the Entity. In addition to all other legal remedies available, the Entity reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the Entity.

## **9. Failure to Deliver**

In the event of failure of the Contractor to deliver the goods and services in accordance with the contract terms and conditions, the Entity may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the Entity for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the Entity may have available.

## **10. Litigation/Waiver of Jury Trial**

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the Entity. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

## **11. Termination**

### **(a) Termination for Default:**

The Entity may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the Entity's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the provisions of this Contract.

(b) Prior to termination for default, the Entity will provide adequate written notice to the Vendor through the City's point of contact affording the Vendor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the Entity's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the Entity resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the Entity in completing Contract performance.

(c) In the event of termination by the Entity for any cause, the Vendor will have, in no event, any claim against the Entity for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the Entity the Vendor shall:

- 1) Stop work on the date and to the extent specified.  
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.  
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the Entity.
  - 2) Continue and complete all parts of that work that have not been terminated.
- (d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- (e) Termination for Convenience: The Entity, by written notice, may terminate this Contract, in whole or in part, when it is in the Entity's interest. If this Contract is terminated, the Entity shall be liable only for goods or services delivered and accepted. The Entity's Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

## **12. Unsatisfactory Work**

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Entity to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the Entity, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Entity shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. Notwithstanding the above, the Entity reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel.

### **Additional FEMA Requirements.**

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- **Access to Records.**

The following access to records requirements apply to this contract:

- a) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller 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

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

- **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 preapproval.

- **Compliance with Federal Law, Regulations, and Executive Orders**

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

- **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.

- **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract)

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## Section 4 – Special Conditions

This is an RFP issued by the City of Apalachicola of City Commissioners on behalf of the governmental entities: the City of Apalachicola

**PERIOD OF OFFER VALIDITY** – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

**TERM OF CONTRACT** – It is the intent of the Entities to enter contract(s) for the approximate duration of three (3) years. This Contract may be renewed for two consecutive one year periods with a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

**AWARDS** – Results from the evaluation committee will be considered by the Entities at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the Entity’s Purchasing Policy.

The Entities reserve the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the Entities.

The Entities do not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by the Entities.

**QUALIFICATIONS** – The Entities reserve the right to conduct an inspection of the proposer’s facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience, and financial stability to complete the scope of work of this proposal. Generally, or if you have other contracts similar to this, the contractor must ensure that adequate resources to commence with the proposed scope of work shall be provided within 24 hours when a Notice to Proceed is given.

**VENDOR’S PRODUCT OR SERVICES** – The vendor’s product (if applicable) delivered to the Entities shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the Entities as determined by the Entities.

The vendor shall provide the Entities with any data, reports or other information as required and requested by the Entities to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the Entities, the vendor shall comply with all federal, state, and Entities laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

**SUBCONTRACTORS** – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

**CODE OF CONDUCT** – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Entities upon request.

**SOCIOECONOMIC CONTRACTING** – In compliance with 2 CFR Part 200 the Entities encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 2 CFR Part 200 and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 2 and 44 C.F.R. when submitting a response to this RFP.

**PERFORMANCE AND PAYMENT BOND** – The Contractor shall furnish to the Entities, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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## Section 5 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) identical unlocked and readily accessible electronic copy in PDF format on a USB drive, labeled with the company name and RFP number and in conformance with the detailed submittal instructions and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

### **TABLE OF CONTENTS**

#### **TAB A – STATEMENT OF INTEREST AND INTRODUCTION**

The responding firm (or the lead firm if sub-Contractors are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-Contractors are proposed, each sub-Contractor may elect to provide a similar letter, not exceeding one (1) page from each sub-Contractor.

#### **TAB B – EXPERIENCE**

List in detail previous five (5) years' experience of direct or relevant projects completed that are the same or similar to the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

The proposer shall include a statement that they will meet all program standards as provided for in the guides, including subsequent and related versions of such guides, as amended:

FEMA "Public Assistance Debris Management Guide" FEMA-325 / July 2007

<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

FEMA "Public Assistance Debris Monitoring Guide" March 2021

[https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.fema.gov/sites/default/files/documents/fema\\_debris-monitoring-guide\\_sop\\_3-01-2021.pdf&ved=2ahUKEwjdebPgYSHAxVhSTABHeFJB68QFnoECAkQAQ&usg=AOvVaw1azgzawz6mbnG4TzWxtiue](https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf&ved=2ahUKEwjdebPgYSHAxVhSTABHeFJB68QFnoECAkQAQ&usg=AOvVaw1azgzawz6mbnG4TzWxtiue)

FEMA "Public Assistance Program and Policy Guide" (PAPPG) v.4, Effective June 1, 2010 FP 104-009-2

[https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf&ved=2ahUKEwi327ulgoSHAxX\\_SjABHZWTBCYQFnoECAgQAQ&usg=AOvVaw3js52CABzEw-vf8zOPI-t0](https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf&ved=2ahUKEwi327ulgoSHAxX_SjABHZWTBCYQFnoECAgQAQ&usg=AOvVaw3js52CABzEw-vf8zOPI-t0)

Policy and procedure changes as described in FEMA Interim Policies, FEMA Administrator Memos, and any such nationally published guidance, directives, etc. as required by FEMA.

The proposer shall also include in the statement that they will meet all federal codes, regulations, and requirements as provided for the following documents, including subsequent and related versions of such documents:

Stafford Act, as amended

<https://www.govinfo.gov/content/pkg/COMPS-2977/pdf/COMPS-2977.pdf>

Code of Federal Regulations, 44 CFR, as amended

<https://www.ecfr.gov/>

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al., as amended

<https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

#### TAB C – FINANCIAL INFORMATION

All proposers shall supply a financial statement upon request, preferably a certified audit, However, a third party prepared financial statement and the latest D & B report will be accepted.

#### TAB D – REFERENCES

Provide three (3) references (DO NOT include Entities) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

#### TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel (Form TAB F: Hourly Rate Schedule) with your proposal under Tab F. Please specifically identify any added value benefits (pro bono publico) related to debris monitoring, removal or planning that your firm will provide to the Entities.

#### TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

#### TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed Certificate of Insurance - ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

#### TAB H – REQUIRED DOCUMENTS

Include all required Entities forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. FAILURE TO PROVIDE AN UNLOCKED ACCESSIBLE ELECTRONIC COPY OF YOUR RESPONSE shall result in the rejection of your proposal. Required forms

include:

- Proposer's Information Sheet
- No Response Form
- Contact for Contract Administration Form
- Proposer's Certification
- Addendum Acknowledgement
- Drug-Free Workplace Certificate
- Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- Affidavit of Non-Collusion
- ADA Nondiscrimination Statement
- No Lobbying Affidavit
- Vendor Certification Regarding Scrutinized Companies Lists
- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- E-Verify Compliance Form
- Professional References
- MWBE Participation Statement
- Vendor Information
- W-9 Form
- Hourly Rate Schedule

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## Section 6 – Evaluation of Proposals

### EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<b>CRITERIA</b>	<b>WEIGHT</b>
Project Approach (Methodology)	(25 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principal Qualifications and Capabilities	(15 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(10 points)
Quality of Submittal Package	(5 points)
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The Entities reserve the right to alter dates as needed.

Deadline for Proposal Questions ..... 05/08/2026 at 5:00pm EST

Proposal Due Date ..... 05/22/2026 at 12:00pm EST

Proposal Opening/Selection Committee Meeting ..... 05/22/2026 at City Hall at 2:00pm EST

Award – City of Apalachicola, FL ..... 06/02/2026 at Commissioner Monthly Meeting at 2:00pm EST

**SELECTION PROCEDURE** – The proposals received will be evaluated by qualified personnel as selected by the Entities. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including FL Statute 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Entity’s Office shall be responsible for notifying all firms of the meeting and order of

presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: knowledge; experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional service have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Entity.

**PROPOSAL EVALUATION** – Entities shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Entities.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical needs similar to the governmental entities.

The Entities reserve the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The Entities reserves the right to conduct investigations as deemed necessary by the Entities to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Entities are under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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## Section 7 – Scope of Services

**PROJECT DESCRIPTION** – This is an RFP issued by the City of Apalachicola City Commissioners on behalf of the governmental entities: City of Apalachicola City Commissioners, and the incorporated entity, the City of Apalachicola.

Entities are seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the Entities with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Disaster Debris Management Sites (DDMS) within the City of Apalachicola immediately after a hurricane or other disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Contractor(s) who are capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris and do so in accordance with applicable federal, state, and local rules and regulations. The successful Contractor must be capable of assembling, directing, and managing a work force that can successfully complete the debris monitoring operations in a maximum of 120 days. Contractor's personnel must be familiar with and act in accordance with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide and additional debris removal and debris monitoring guides, as amended.

The successful Contractor must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines and operating policies. The successful Contractor will support the County during a disaster recovery effort and will be responsible for all aspects of the debris monitoring process. The selected Contractor shall coordinate with the disaster debris removal Contractor(s) and the County to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

It is also the intent to secure the services of one or more additional similarly experienced firms to supplement the primary firm. This Contractor will supplement debris monitoring, if in the opinion of Entities, the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through Entities and the Debris Removal Contractor. Selected contractors will be expected to complete services in less the 120 days when possible.

### **DEFINITIONS**

- **CONTRACTOR** or Contractor – the successful proposer(s)
- **DEBRIS MANAGEMENT TEAM** – The team staffed by Entities, Debris Monitoring Contractor, and the CONTRACTOR.
- **DEBRIS MONITORING CONTRACTOR** – A Contractor retained by the Entities to manage administrative aspects of the recovery process including processing FEMA submittals.
- **DEBRIS** – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FHWA** – Federal Highway Administration

- FDEM – Florida Division of Emergency Management
- DDMS – Disaster Debris Management Site

**INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT** – When a major disaster occurs or is imminent, the Entity will contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites.

In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring Contractor should be prepared to respond immediately after tropical sustained winds are below 40 mph in the City of Apalachicola. Failure to deploy qualified and working monitoring crews within 24 hours of the disaster event will result in forfeiture of the notice to proceed.

The Entities upon contacting the contractor will issue a Notice to Proceed or a purchase order and work order assignment. The issuance of the purchase order will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with Entity’s Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification by the Entity to mobilize required debris removal equipment and begin their active debris removal response. Failure to mobilize and commence with productive work in the allowed time shall result in the selection of another contractor.

**SELECTION AND MOBILIZATION** – The Contractor will be selected based on experience, methodology, availability and price. The Contractor will also begin coordination with the Debris Removal Contractor and Emergency Management personnel.

Written notification will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall have a maximum of 24 hours from delivery of notification by the Entity to mobilize and begin their response. Notification will be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection of another Contractor.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the Entity’s or the Contractor’s approved temporary debris management sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

**PRE-EVENT ASSISTANCE** – The Contractor will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Contractor will, at no cost to the Entity:

- Provide Entity full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshop or planning meetings with Entity representative and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.

- The scope of services to be provided includes but is not limited to Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, FEMA Public Assistance Category A and B Public Assistance Support, Reporting and Coordinating with the Entity's Project Manager, and other related services as outlined in this Scope of Services, and other activities and tasks as directed by the Entity.

## **DEBRIS MONITORING AND ADMINISTRATION**

- A. The Contractor will provide debris monitors and debris monitoring services to assist the Entity with monitoring the operations of the disaster debris removal and disposal Contractor(s). The debris monitoring services to be provided are debris Contractor compliance monitoring and oversight, not professional engineering services. The Entity will provide a Project Manager to work directly with the Debris Collection Contractor and the Contractor. The Entity will provide debris management site(s) (DMS) for disposal of the storm debris.
- B. The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the Entity. The Project Manager shall remain on the job and available to the Entity at all times during the operational phases of the debris collection and disposal project. Contractor shall supply sufficient number of qualified and trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the Entity Debris Project Manager for conduct or actions not in keeping with the Agreement or for other reasons as deemed appropriate by the Entity.
- C. Examples of project management and administrative responsibilities include but are not limited to:
  - Coordinate daily briefings with key operational staff, Entity staff and debris management Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Contractor(s) and the debris management operation.
  - Provide a daily report of debris Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the Entity's Project Manager or designee.
  - Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
  - Hire, train, deploy and supervise all field collection monitors and staff.
  - Conduct debris surveys and perform debris estimation by debris types as requested by the Entity.
  - Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
  - Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
  - Make all reasonable efforts to ensure that DMS have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS at the specified time established by the Entity.
  - Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets

and locations where debris was collected.

- Schedule work for all team members and sub-Contractors on a daily basis.
  - Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
  - Monitor the debris removal Contractor(s) and DMS(s) for compliance with their contract with the Entity.
  - Provide training to Entity staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Contractor(s), County, state and federal agencies.
  - Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
  - Daily personnel tracking sheets (field reports) shall be maintained for all Contractor personnel assigned to the project.
  - Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
  - Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices.
  - Compile records and assist the Entity with the preparation of required forms for reimbursement.
  - If requested by the Entity, provide call center operators to receive and process calls from customers with disaster debris collection concerns within the City of Apalachicola.
- D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by qualified collection monitors to assure debris eligibility. The Contractor shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the Entity. This team will monitor the debris Contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the Entity through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- E. The Contractor will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
- Verifying that all debris picked up is a direct result of the disaster.
  - Accurately recording the addresses, streets and locations where debris was collected.
  - Verifying that the debris collection Contractor(s) are working in their assigned collection areas and roads.
  - Contractor shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the Entity's Project Manager to review matter and provide final resolution.
  - Inspecting work in progress to assure that removal efforts include debris of the proper type in

the proper areas.

- Assuring compliance with Entity contracts by all debris Contractors and debris subcontractors.
- Identifying eligible stumps, hangers and leaners. Coordinating with the Entity and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.
- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the Entity to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Contractor shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.
- Neither the services performed by the Contractor under this Agreement nor the presence of Contractor nor shall its employees nor subcontractors at any site in performance of its services relieve debris removal Contractor or their subcontractors, the Entity or any other entity of their obligations duties and responsibilities with respect to job site safety. Contractor has no authority to exercise any control over the debris Contractor or their subcontractors, the Entity or any other entity in connection with any health or safety precautions. Contractor shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Contractor or their subcontractors or any other entity except to the extent relating to Contractor's employees.

F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for hand written and scanned tickets. The system features shall include the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, County, state, and other public entities on a need to know basis.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location thru use of GPS technologies.
- Evaluation of daily event status using web-based reporting and GIS tools.
- Coordination of Contractor invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.
- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicle
- VIN number of vehicle
- Vehicle type
- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date

- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Contractor's Project Manager or designee shall review all truck certification forms with the debris Contractor to assure completeness and accuracy of each form before forwarding to the Entity's Project Manager or designee.

- G. The Contractor shall provide the Entity's Project Manager and the debris Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:
- Overview of daily activities including status of damage complaints
  - Cumulative debris totals by debris site
  - Cumulative debris totals by day
  - Summary of monthly debris removal efforts (cumulative and by debris site)
  - Summary of mulch removal efforts (cumulative and by debris site)
  - Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
  - Stump volume by site
  - DMS status
  - Labor force report
  - Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the Entity.

- H. The Contractor will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the Entity with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Contractor will provide qualified people who can perform the following roles:

1. FIXED SITE DEBRIS MONITORS – Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated Entity personnel
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations. Quantity measures must be stated to the one-hundredths degree (two decimal places to the right of the whole number).

2. FIELD DEBRIS MONITORS – Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection. Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated Entity debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Contractor shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with Entity personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility

- Compile operational reports
  - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations. Quantity measures must be stated to the one-hundredths degree (two decimal places to the right of the whole number).
4. SUPERVISING MONITORS – Contractor shall provide supervising monitors to coordinate actions of field and DMS monitors. A minimum of two DMS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Management Contractors  
Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
  - Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
  - Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by Entity.
  - Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
  - Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
  - Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
  - Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
  - Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
  - All load tickets and load schedules must identify the DDMS associated with the stated debris, including but not limited to haul in, processing, haul out and final disposition load tickets.
  - Review damage reports
  - Resolve complaints
  - Compile all necessary reports.
5. DATA MANAGER – Contractor shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve the use of electronic monitoring equipment or other approach as approved by the Entity. The electronic Ticket Manager would oversee such data functions.
6. COST RECOVERY SPECIALIST – Contractor shall provide a cost recovery specialist to work hand-in-hand with Entity personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

## 7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:

### (a) Pre-event

The pre-event services performed by the Contractor may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review DDMS location and permitting
- Debris management Contractor bid preparation and review.

### (b) Post-event

The listed services performed by the Contractor must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Contractors
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Contractors and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- TDMS monitoring accommodating multiple municipalities/agencies
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the Entity in responding to public inquiries
- Provide technical advice to the Entity
- Be available to address questions from FEMA and FHWA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Contractor(s) invoices prior to submission to the Entity for processing.

- I. PAYMENT MONITORING AND RECONCILIATION PROCESS - The Contractor shall review, validate and reconcile debris management Contractor(s) invoices prior to submission to the Entity for processing. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the Entity and debris Contractor(s) representatives. All invoices from the debris Contractor(s) shall be directed to the Entity and the monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Contractor to be accepted or rejected. The Contractor shall issue in writing to the Entity and the debris Contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris Contractor to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed. The Entity reserves the right to also review the debris Contractor's invoices for acceptance or rejection.
- J. The Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Contractor(s). A weekly log of such complaints and their resolution shall be provided to the Entity's Project Manager. Upon request of the Entity, the Contractor may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- K. OTHER RELATED SERVICES
1. Event Closure - The Contractor shall assist the Entity in preparing final reports necessary for reimbursement by FEMA, FHWA and other applicable agencies for disaster recovery efforts by Entity staff and designated debris management Contractors. The Contractor shall assist in reviewing and processing requests for payment by the debris management Contractor(s).
  2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Contractor:
    - Review/reconciliation of debris Contractor invoices and payment recommendation letter
    - Monitoring and Collection information (reports, logs, etc.)
    - Project Status Reports
    - Completed Load tickets
    - Photographs of Debris Collections
    - GPS coordinates of all collection, management, and disposition sites in degree/decimal format to at least 5 digits to the right of the whole number
    - Tipping Fee Receipts
    - Contractor invoices
    - Review of debris Contractor equipment hours of operation
    - Vehicle certifications
    - Start and end dates of the first debris removal pass and all subsequent passes
    - Timesheets of all subcontractors to support debris monitoring invoices
  3. Compliance - The Contractor shall provide professional oversight to monitor compliance with local, state and federal regulations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the Entity's Project Manager immediately as changes occur.

**DELIVERABLES** – At a minimum, the following deliverables must be provided to the Entity at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the Entity may add and/or delete deliverables to meet the needs of the Entity, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections and releases for work by either the property owner or the Entity
- (b) Original load tickets, boxed, bound by date and sorted by ticket number, if initially requested by the Entity
- (c) Electronic ticket logs and load schedules including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binder(s) with damage reports, completed repairs, and releases (if applicable)
- (g) Binders with issues and final resolution
- (h) Map books boxed by pass with daily logs
- (i) List of tickets issued by monitors, and list of lost/voided tickets (each load ticket shall be accounted for)
- (j) Each Ineligible debris pile will be tagged, in a format approved by the Entity, and a list compiled and submitted to the Entity
- (k) Operational Reports shall be prepared by the Contractor and submitted to the Entity throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor’s activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
  - i. Correct and accurately completed load tickets consistent with all reporting documents
  - ii. The times of operation of all debris loading trucks
  - iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.
  - iv. Any other information and data as requested by the Entity.
- (l) A Final Report prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of DDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses and will address all applicable federal and state grant requirements.

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# Section 8 – Required Forms

## PROPOSAL SUBMITTAL CHECKLIST

- \_\_\_\_\_ Program Standards and Requirements Statement
- \_\_\_\_\_ Financial Statement
- \_\_\_\_\_ Proposer’s Information Sheet
- \_\_\_\_\_ No Response Form
- \_\_\_\_\_ Contact for Contract Administration Form
- \_\_\_\_\_ Proposer’s Certification
- \_\_\_\_\_ Addendum Acknowledgement
- \_\_\_\_\_ Drug-Free Workplace Certificate
- \_\_\_\_\_ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- \_\_\_\_\_ Affidavit of Non-Collusion
- \_\_\_\_\_ ADA Nondiscrimination Statement
- \_\_\_\_\_ No Lobbying Affidavit
- \_\_\_\_\_ Vendor Certification Regarding Scrutinized Companies Lists
- \_\_\_\_\_ Certification for Contracts, Grants, Loans, and Cooperative Agreements
- \_\_\_\_\_ E-Verify Compliance Form
- \_\_\_\_\_ Professional References
- \_\_\_\_\_ MWBE Participation Statement
- \_\_\_\_\_ Vendor Information
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ Hourly Rate Schedule

Submission of one (1) original marked “ORIGINAL” and three (3) identical paper copies. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points.

BY:

Bidder

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

***This document must be completed and returned with your Submittal***