



REQUEST FOR PROPOSALS

for

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

RFP # 2026-003

City of Apalachicola

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

**SUBMITTALS DUE: Friday, May 22nd, 2026, at 12:00 pm at City Hall, 1 Bay Avenue,
Apalachicola, FL**

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Section 1 – Purpose and Overview

The City of Apalachicola intend to enter into a separate 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 Removal and Disposal Services to assist the City of Apalachicola, hereafter referred to as the “Entity” or “Entities”, with Disaster Debris Removal and Disposal 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 three (3) identical paper copies.

Proposals must be returned in a sealed envelope and delivered to the following Entity(s) no later than 05/22/2026 at 12:00pm (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) Request for Proposal Due Date
- (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 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 delivery 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, the City's point of contact no later than 05/08/2026 at 5:00pm (EST) referencing the RFP title in the subject line.

The Entity will utilize the Apalachicola Times, Panama City New-Herald, or 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 the Entity. 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. Proposer's 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 Entities 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 (lglaize@cityofapalachicola.com) and the City Manager (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 reserve 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 the 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 shall not make any assignments of their obligations resulting from this RFP without the prior written authorization of the 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 shall procure the required services from other sources and shall hold the Contractor responsible for any excess costs occasioned thereby and shall 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 Entities 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 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 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 shall 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 because of the Contractor’s failure to perform in accordance with these specifications and applicable contract. The Entities shall 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, always maintain in effect 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 Entities and shall include Entities its officers and employees, as additional insured, 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 Stafford Act, 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

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 of Apalachicola Emergency Management Director or 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.

- **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 Apalachicola City Board of Commissioners on behalf of the governmental entities: The City of Apalachicola Board of Commissioners and 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 after the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the Entities 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 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 shall 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 C.F.R. 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 C.F.R. 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 & 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 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 like 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

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-vf8z0PI-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 associated costs with your proposal. Please specifically identify any added value benefits (pro bono publico) related to Debris 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 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
- Unit Cost Fee Rate Schedule

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

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

CRITERIA	WEIGHT
Project Approach (Methodology)	(10 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principle Qualifications and Capabilities	(20 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(20 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 no later than 5:00pm EST
Proposal Due Date	05/22/2026 no later than 12:00pm EST
Proposal Opening/Selection Committee Meeting.....	05/22/2026 at CityHall at 2:00pm EST
Award – City of Apalachicola, FL	06/02/2026 at Commissioner Monthly Meeting

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 Florida 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 reserve 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 shall 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 Board of City Commissioners on behalf of the governmental entities: City of Apalachicola Board of City Commissioners, and the incorporated entity, the City of Apalachicola.

Entities are seeking proposals from qualified firms to assist the Entities with Disaster Debris Removal and Disposal Services.

This solicitation will result in the selection of at least one experienced firm to perform debris removal 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 debris removal contractor(s) who are capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA and Florida regulations. The successful Contractor must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal 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 City during a disaster recovery effort and will be responsible for all aspects of the debris removal process. The selected Contractor shall coordinate with the disaster debris monitoring Contractor(s) and the City 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 removal and disposal, 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 Monitoring 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 firm(s) holding Debris Removal and Disposal Contracts to advise them of the Entity’s intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites, unless otherwise directed.
- In preparation for an imminent storm strike, contractor crews may be asked to stage outside the strike area. In this case, contractors 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.
- The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Management of debris will be at the Entity’s or the Contractor’s approved and permitted DDMS or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris- reduction by-products generated at all DDMS sites.

HOUSEHOLD HAZARDOUS WASTE:

- Eligible Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be picked up and disposed of by the contractor. Entities will designate HHW drop-off locations.
- The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The CONTRACTOR is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal

Contractor. The Hazardous Materials Removal and Disposal Contractor may be the CONTRACTOR, if qualified, or a qualified Sub-Contractor.

- Putrescible garbage will be collected by Entities or commercial waste haulers and is not to be collected or transported by CONTRACTOR forces unless the garbage is part of a mixed waste stream including debris from the disaster.

DEAD ANIMALS:

- Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the CONTRACTOR to remove and dispose of under this contract. "ANIMAL CONTROL AND LOCATION" will accept dead animals and have them transported to "LOCATION". If the Service Center cannot accept dead animals because they cannot be properly stored, the contractor will have the responsibility to transport the dead animal to the "LOCATION" landfill.

RELATIONSHIP BETWEEN DEBRIS MONITORING CONTRACTOR AND DEBRIS REMOVAL CONTRACTOR:

The Entities Debris Monitoring Contractor and/or Entities Staff shall provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between Entities, the Debris Monitoring Contractor(s) and the Debris Removal Contractor(s) is crucial to the success of the response operation. Therefore, each proposal shall address their ability to work with different accounting and tracking systems.

Prior to the beginning of each hurricane season, the successful contractor(s) will meet with the Entities and the Debris Monitoring Contractor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually.

For "Event Types" that require Disaster Debris Management Sites (DDMS) the contractor shall be available for technical assistance to determine which pre-approved DDMS sites will be used. If not already pre-authorized or authorized, the selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task the result will be a map of the various sites and a basic operation plan for each site.

POTENTIAL SCENARIOS:

EVENT TYPE 1: SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total.

Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY/ ENTITIES WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear,

remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.

EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR CITY/ENTITIES WIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated by a government agency or contractor. This event type may require the development and operation of DDMS sites. Any property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY /ENTITIES WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated by a government agency or contractor. This event type may require the development and operation of DDMS sites. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any property provided shall be reclaimed at the conclusion of the work.

EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY /ENTITIES WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated by government agencies. Any land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of DDMS sites.

EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY/ENTITIES WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed DDMS sites jurisdiction-wide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the government agency. Any property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

STATEMENT OF WORK:

The qualified firm(s) will develop and present the scope of services, meeting the Entities needs. The work to be undertaken includes, but is not limited to the following:

- DEBRIS REMOVAL

- Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the Entities. In this role the contractor will perform an emergency “PUSH” sufficient to allow emergency vehicles to traverse the roadway. The Entity will determine route priorities for this push. Additionally, in preparation for an eminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Entities. The Entities will designate roadway priorities for this push.
- Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by Entities. It may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the Entities and the Debris Monitoring Contractor.
- Debris Removal from Private Property – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. Should an imminent threat to life, safety, and health to the public be present on private property, the Contractor, as directed by the Entities, will accomplish the removal of debris from private property, to include private roadways.
- Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW or private property to an Entities approved DDMS site or Entities designated final disposal site.
- All debris will be loaded by mechanical means. No “hand-loading” of debris into trucks shall be attempted or allowed.
- Compaction of vegetative debris shall be documented with clear and complete load call percentage pictures at the DDMS haul-in tower and also, for comparison, with pictures of all piles loaded taken at debris pickup origin.
- Eligible Demolition, Removal and Transportation of Structures - Work consists of the demolition of structures on public property or private property, obtaining necessary permits and hauling the resulting debris to an Entities designated final disposal site.
- Removal of Eligible Hazardous Trees and Limbs - Work consists of removing Eligible hazardous trees and limbs and placing them on the safest possible location on the Entities ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal. Diameter measurements, other related measurements, and photo documentation thereof are required and shall be provided to the Entities and Debris Monitor as necessary and as requested.
- Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of

removal, transportation, and disposal of Eligible household hazardous waste. (HHW).

- Mixed debris loads shall only be allowed with specific written authorization of Entities.
 - Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the Entities and subsequently transported to an Entities approved staging area.
 - White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.
 - Eligible E-waste Item Removal – Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the Entities.
 - Eligible Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.
 - Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Entities. Stumps shall be hauled to DDMS site where they shall be inspected and categorized by size. GPS coordinates in decimal format for all stumps are required for FEMA reimbursement and shall be provided to Entities.
 - Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the Entities. Fill material type and origination are required for FEMA reimbursement and data shall be provided to Entities.
 - Canals, Streams and Conservation Areas – The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways.
- **DEBRIS PROCESSING:**
 - Disaster Debris Management Site (DDMS) – The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Entities will designate the DDMS to be activated. The contractor and the Entities will jointly select these sites at the beginning of each hurricane season. Preparation, maintenance, operation, and reclamation of these DDMS facilities are entirely the Contractor’s responsibility.
 - Preparation and maintenance of facilities shall include maintenance of the DDMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each

facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the Entities. At the Entities discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

- **DDMS Debris Removal Operations Plan and Environmental Protection Plan** – This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.
- **Five (5) copies of the plan are required.** The plan shall be drawn to a scale of 1" = 50' and address following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
 - Location of existing structures or sensitive areas requiring protection
 - Restoration of Site
- **All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.** Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the Entities. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.
- **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the Entities is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.
- **Permitting** – The Contractor shall maintain responsibility for all required permitting.
- **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards, and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Monitoring Contractor needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

- Assist Debris Monitoring Contractor in the following:
 - Monitoring multiple contractors and multiple trucks delivering materials to the DDMS sites.
 - Verify that each truck that delivers to the DDMS site matches its manifest ticket – truck and maximum capacity.
 - Make sure load is properly secured for transport.
 - Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable. Photographs of each truckload of debris, upon arrival at the DDMS, proving the stated percentage call of compacted debris are required of all loads ticketed for the debris removal operation and for all types of debris hauled into the DDMS and to final disposition. To be clear, load call pictures taken at the haul-in tower are required. This requirement WILL NOT be waived.
 - Review truck manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
 - Maintain manifest tickets in an organized manner for proper record review and storage.
 - Initial load tickets before permitting truck to leave the DDMS check-in area to empty its load.
 - Document location of origin of debris.
 - Document DDMS site of reduced material on each ticket hauled out to a final disposition. To be clear, each load of reduced material hauled from a DDMS site to a final disposal site must have the originating DDMS site listed on the load ticket and on the load schedule.
 - Troubleshoot questions and problems at the DDMS and identify issues that could impact eligibility for cost reimbursements.
 - Remain in contact with the central office/staging operation command center.
 - Perform other duties as directed by Entities personnel including but not limited to conducting final inspections and issuing closeout reports.
- **DOCUMENTATION AND RECORDS:**
 - Documentation and Inspections
 - Storm debris shall be subject to inspection by the Entities and their Debris Monitoring Contractor. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws.
 - The Contractor shall always provide the Entities access to all work sites and disposal areas. The Contractor and Debris Monitoring Contractor will have in place at the DDMS sites personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DDMS. The Debris Monitoring Contractor will coordinate data collection and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FDEM, FHWA and FEMA for use in Project Worksheet preparation.
 - Implement and maintain a disaster debris management system linking load ticket and DDMS information, including reconciliation and photographic documentation processes.
 - Provide daily, weekly, or other periodic reports for Entities managers and the Debris Monitoring Contractor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
- The Contractor shall provide all requested information to the Debris Monitoring Contractor that is necessary for proper documentation. Entities staff shall review all documentation prior to submittal. The Contractor will work closely with the Entities, FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Monitoring Contractor will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.
 - The Contractor will coordinate with Entities and the Debris Monitoring Contractor on a daily basis to reconcile operational data and documents and will make every effort to ensure the data is correct and documentation is accurate and complete on a timely basis and will provide such to the Entities upon request.
- Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - No later than 24 hours after issuance of Notice to Proceed, create an Estimated Project quantity and cost operational report for the purpose of submitting to FEMA an expedited project worksheet package.
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to Entities and to Debris Monitoring Contractor
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
 - All GPS coordinates must be stated in decimal format to at least 5 digits to the right of the whole number.
 - DDMS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards, and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan, as approved by Entities.

- **WORK AREAS:**

- **Work Areas** – The Entities will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, private properties/accesses and DDMS sites. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt, re-vegetation and grading may be required to achieve the desired condition. Originating GPS coordinates and type of fill are required for any fill materials used.
- **Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only unless otherwise authorized by the Entities. Hauling of eligible debris to the DDMS sites will be allowed during visible daylight hours only between dawn and dusk unless otherwise authorized by the Entities. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the DDMS debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to Entities approval. Entities approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- **Priority of Work Areas** – The Entities will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Entities. Such determination will not be unreasonably withheld.
- **Safety** – The Contractor shall have always at least one Safety Officer on duty. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to, certification in the Florida Department of Transportation Maintenance of Traffic Standards (FDOTMOT). All work zones shall conform to FDOTMOT Standards, and all work sites/conditions shall conform to all applicable Federal, State, and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

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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
- _____ Unit Cost Fee 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