

Empath Health Request for Proposal (RFP)

Disaster Response Services

RFP # 2025-07

Due Date: 8/28/2025 12pm

Empath Health RFP Package for Disaster Response Services

This RFP package contains a Request for Proposal (RFP) for Disaster Response services; the package includes a requested scope of services, a proposal form, and requirements sought by Empath-Stratum, Inc.

Empath-Stratum intends to retain one or more Contractors under a Disaster Response Services agreement (hereinafter referred to as the “Contract”). The term of the Contract will be thirty (30) days, with provisions to extend in the event that the requested scope of services cannot be completed within this time. No Contractor entering into the Contract with Empath-Stratum, Inc. is assured of any minimum services requested or compensation provided; Empath-Stratum, Inc. retains the right to execute contracts with multiple contractors to perform the scope of services at its sole discretion.

Requests for additional information regarding this RFP should be submitted to:

Renee Perkie CPM CPIM
Purchasing Manager
Reneeperkie@empathhealth.org

Empath-Stratum, Inc. requests that proposals be submitted electronically no later than 8/28/2025. Proposals will contain all signed and completed documents found within *Section II: Attachments*, and should be submitted to:

Renee Perkie, Purchasing Manager
Reneeperkie@Empathhealth.org

Section I: Requested Scope of Services

The Contractor shall provide personnel, tools, equipment, transportation, supervision, and all other services required to ensure the timely and lawful disposal of storm-related debris, as directed by Empath-Stratum, Inc. and/or its contracted Disaster Response Services Monitor (hereinafter referred to as the “Monitor”).

Under the direction of Empath-Stratum, Inc. and/or the Monitor, the Contractor shall collect and dispose of storm-related vegetative debris from the following seven locations:

- A. 5771 Roosevelt Blvd, Clearwater, FL 33760
- B. 6770 102nd Ave N, Pinellas Park, FL 33782
- C. 164 West Lake Rd, Palm Harbor, FL 34684
- D. 303 13th Ave E, Bradenton, FL 34208
- E. 2504 34th Ave W, Bradenton, FL 34205
- F. 6310 Capital Dr, Bradenton, FL 34202
- G. 540 Bay Isles Rd, Longboat Key, FL 34228

Collection and Processing of Debris

The Contractor shall, at the direction of Empath-Stratum, Inc., collect vegetative debris from the locations listed above. Debris shall be loaded into trucks (must have solid tailgates) using machinery such as but not limited to truck-mounted grapples or front-end loaders with buckets and/or grapple attachments. Upon approval by Empath-Stratum, Inc, the Contractor may perform “chipping” of vegetative debris at the collection sites to reduce volume prior to transportation to disposal facilities.

Disposal of Debris

Vegetative debris collected by the Contractor from Empath-Stratum, Inc. locations shall be disposed of at an FDEP-permitted facility (permitted to receive vegetative debris). The Contractor shall, prior to commencing the requested scope of services, provide Empath-Stratum, Inc. with a list of disposal facilities that may be used to dispose of vegetative debris for each collection location specified in this scope of services.

Debris Disposal Documentation

Upon completion of loading vegetative debris into a truck at each Empath-Stratum, Inc. location, the Monitor’s representative shall provide the truck’s operator with *load tickets*. Upon arrival to the disposal facility, the truck’s operator shall provide Monitor with a copy of all load tickets associated with debris being disposed of ‘per truckload;’ multiple load tickets will be provided in the event that a truck is transporting debris from multiple locations for disposal.

Debris Disposal Equipment and Personnel Certification

The Contractor shall comply with certification requirements set forth by the Federal Emergency Management Agency (FEMA) to include:

- A. Equipment possessing valid registrations, insurance, and safety requirements as required by local, State, and Federal regulations
- B. Operators possessing valid licenses, endorsements, and/or certifications
- C. Making all trucks available for dimension/capacity measurement (measurements conducted/reported by Empath-Stratum, Inc. and/or Monitor)

Section II: Attachments

Empath-Stratum, Inc. requests that the following attachments completed and returned by each prospective Contractor

Attachment A: Unit Rate Proposal Form

Proposal From

Company:

Address:

Point of Contact:

Phone:

Email Address:

The proposer agrees, if the proposal is accepted, to enter into a Contract with Empath-Stratum, Inc. under the terms set forth in this RFP and in accordance with the unit rates proposed below.

By submitting this proposal, the proposer acknowledges that RFP contents have been reviewed carefully and understood thoroughly, with necessary clarifications requested from and provided by Empath-Stratum, Inc. The proposer further acknowledges that all conflicts of interest and observed errors or omissions identified within RFP material have been conveyed to Empath-Stratum, Inc. in writing. The proposer finally acknowledges that no quantities associated with the RFP's scope of work are guaranteed and accepts all liability for improper disposal of vegetative debris originating from Empath-Stratum, Inc. locations.

Table A - Unit Price Rates

Description of Services	Unit of Measurement	Unit Price (\$)
Vegetative Debris Collection	Cubic Yard	
Hazardous Tree Removal 12'-24'	Per Tree	
Hazardous Tree Removal 25'-48'	Per Tree	
Hazardous Tree Removal 49'-72'	Per Tree	
Hazardous Tree Removal > 72'	Per Tree	
Root Ball Backfill	Per Hole	
Vegetative Debris Hauling to Final Disposal Site	Cubic Yard	

Table B - Time and Materials Rates

Equipment/Personnel Description	Type/Size	Unit Price (\$/HR) Inc. Operator(s)
Self-loading Grapple Truck	25-35 CY Body	
Self-loading Grapple Truck	35-45 CY Body	
Dump Truck	≤ 7 CY	
Dump Truck	8-19 CY	
Skid Steer Loader	Bobcat	
Wheel Loader	Cat 950	
Wheel Loader	Cat 966	
Wheel Loader	Cat 980	
Tracked Loader	Cat 955	
Backhoe	Cat 416	
Stump Grinder	Vermeer 252	
Chipper	Morbark Storm	
Superintendent w/ P/U Truck	Individual	
Supervisor w/ P/U Truck	Individual	
Operator w/ Chainsaw	Individual	
Laborer	Individual	
Note: The above-listed equipment is provided as an example. Please provide a similar table with the equipment you will utilize to execute the aforementioned scope of work.		

Confirmation signature of unit rate proposal information

Name of proposer:
Signature of proposer:
Signature date:
Title of proposer:

State Contractor License #:
License Type:

Business Type (select one of the following)

Individual
Partnership
Corporation
Other

Attachment B: Regulatory and Insurance Compliance

The Contractor acknowledges and agrees to conformance and compliance with O.S.H.A Standards set forth in the Federal Occupational Safety and Health Act of 1970, in addition to all applicable local and State health and safety regulations. The contractor additionally agrees to indemnify and hold harmless Empath-Stratum, Inc., its agents, employees, consultants from all losses and liabilities resulting from the Contractor's failure to comply with aforementioned regulations.

The contractor holds and will maintain for the duration of the Disaster Response Services Contract with Empath-Stratum, Inc., Worker's Compensation, Public Liability, and Property Damage Liability policies commensurate with this RPF and resulting contract's scope of services; to include all equipment and employees utilized. The contractor will furnish Certificates of Insurance to Empath-Stratum, Inc. upon request.

Contractor name:

Contractor representative:

Contractor representative signature:

Date:

Attachment C: Contractor's Equipment and Facilities

The Contractor is requested to provide a listing of equipment anticipated for use in the collection and disposal debris from Empath-Stratum, Inc. locations identified in *Section I* of the RFP:

Quantity	Equipment	Specifications
<i>Ex. 2</i>	<i>Ex. Freightliner M2106 w/ Elite 910 Mounted Loader</i>	<i>Ex. 20'-30' CY Dump Body</i>

The Contractor is requested to provide a listing of temporary debris management sites (TDMS) and final disposal locations anticipated for use in the disposal of vegetative debris collected from Empath-Stratum, Inc. locations identified in *Section I* of the RPP.

NOTE: TDMS locations need not be provided or utilized if vegetative debris is to be transported directly to final disposal locations from Empath-Stratum, Inc. locations.

Location Name	Address	FDEP WACS ID

Attachment D: Provisions for Non-Federal Entity Contracts Under Federal Awards;
2.C.F.R § 200.326.

- I. Remedies for Breach of Contract**
 - i.** In the event that contract costs exceed \$250,000.00, and in accordance with Florida state statutes, the Contractor agrees that remedies following a breach of contract shall include any number or combination of the following:
 - a)** General Damages
 - b)** Liquidated Damages
 - c)** Punitive Damages
 - d)** Specific Performance
 - e)** Restitution
 - f)** Rescission
- II. Termination for Cause or Convenience**
 - i.** This contract may be terminated at any time with or without cause by Empath-Stratum, Inc. provided that written notice is provided to the Contractor thirty days prior to contract termination. Upon receipt of aforementioned written notice, the Contractor shall cease to perform all work awarded under the contract unless explicit direction indicating otherwise is provided in writing by Empath-Stratum, Inc. The Contractor will be paid by Empath-Stratum, Inc. for all authorized work completed prior to contract termination, in addition to expenses incurred during contract close-out provided that said expenses are deemed to be reasonable.
- III. Equal Employment Opportunity**
 - i.** 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 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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 portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the

interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IV. Contract Work Hours and Safety Standards Act

- i. *Overtime requirements:* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- ii. *Violation; liability for unpaid wages; liquidated damages:* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

- iii. *Withholding for unpaid wages and liquidated damages:* The Federal Emergency Management Agency, and/or the State of Florida shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.
- iv. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

V. Clean Air Act

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The Contractor agrees to report each violation to Empath- Stratum, Inc. and understands and agrees that Empath- Stratum, Inc. will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

VI. Federal Water Pollution Control Act

- i. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The Contractor agrees to report each violation to Empath- Stratum, Inc. and understands and agrees that Empath- Stratum, Inc. will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

VII. Debarment and Suspension

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Empath-Stratum, Inc.. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Empath-Stratum, Inc. the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By signing below, the contractor acknowledges and agrees to comply with the conditions terms and conditions set forth in *Attachment D*

Contractor name:

Contractor representative:

Contractor representative signature:

Date: