



Request for Proposals

for

DETAILED DAMAGE EVALUATION

RFP No. Sally-02

Issued: October 16, 2020

Proposals Due: October 26, 2020

Request for Proposals: Detailed Damage Evaluation

Baldwin Electric Membership Cooperative Association, Inc. (“Baldwin EMC”), is seeking to engage the services of one or more qualified contractors to provide Detailed Damage Evaluations. A complete scope of services is attached as **Exhibit “A”** and incorporated into this Request for Proposals (“RFP”).

Baldwin EMC is a member-owned cooperative supplying electric service to more than 80,000 meters throughout Baldwin County and southern Monroe County in southwestern Alabama. Our service territory is located between Mobile, Alabama, and Pensacola, Florida, and includes beautiful Gulf Shores and Orange Beach. We are the largest electric cooperative in the state of Alabama and one of the fastest-growing electric cooperatives in the Nation.

In mid-September 2020, Hurricane Sally caused damage to Baldwin EMC facilities. The President of the United States declared a major disaster (DR-4563-AL), authorizing the Federal Emergency Management Agency (FEMA) to grant Public Assistance funds to eligible applicants to repair disaster-damaged facilities. Baldwin EMC desires to obtain the services of one or more qualified and experienced contractors to assist Baldwin EMC in performing detailed evaluation of Hurricane Sally damages to its electrical system to determine the extent of the damages and method of repair.

Baldwin EMC intends to use federal assistance provided through FEMA’s Public Assistance program to fund the resulting contract. As such, all work must be completed in compliance with FEMA’s rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

All Baldwin EMC contractors are required to comply with the Alabama Immigration Law under Sections 31-13-9(a) and (b) of the Code of Alabama. All Respondents should submit with their proposal a completed E-Verify package.

Proposals are due by 12:00 p.m. (Central) on October 26, 2020. Further instructions for proposal submission are contained in this RFP.

Interested persons or entities may obtain a copy of the RFP by contacting Briana Coleman at (251) 989-6247 or from Baldwin EMC’s website at www.baldwinemc.com. All proposals must be hand-delivered or mailed to:

Baldwin EMC
ATTENTION: Ms. Briana Coleman, Executive Assistant
P.O. Box 220
19600 State Highway 59
Summerdale, Alabama 36580

ENVELOPE MUST BE IDENTIFIED AS RFP No. Sally-02.

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General Information

I. Project Objective

Baldwin Electric Membership Cooperative, Inc. (“Baldwin EMC”) is seeking to engage the services of one or more qualified contractors to provide detailed evaluation of Hurricane Sally damages to its electrical system to determine the extent of the damages and method of repair. A complete scope of services is attached as Exhibit “A” and incorporated into this Request for Proposals (“RFP”).

II. Instructions to Respondents

A. Proposal Submission

Respondents must submit one original and one copy of their proposal in hard copy and one electronic copy in .pdf format on a USB flash drive by 12:00 p.m. (Central) on October 26, 2020 to:

Baldwin EMC
ATTENTION: Ms. Briana Coleman, Executive Assistant
P.O. Box 220
19600 State Highway 59
Summerdale, Alabama 36580

Proposals must be submitted by hand delivery or mail. Proposals by telephone, e-mail, or facsimile shall not be accepted. Telephone, e-mailed, or faxed proposals shall be rejected as non-responsive regardless of when they are received. It is the sole responsibility of the Respondent to ensure that its proposal arrives within the given timeframe. Proposals received after the specified time and date shall be returned unopened. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

All proposals must be submitted in a sealed envelope marked with the following information:

SEALED BID – DO NOT OPEN
Detailed Damage Evaluation – RFP No. Sally-02
[Respondent’s Name]
[Respondent’s Address]

Respondents are cautioned that they are responsible for delivery of their proposal to Baldwin EMC. Therefore, if a proposal is delivered by an express mail carrier or by any other means, it is the Respondent’s responsibility to ensure proper delivery. Baldwin EMC will not be responsible for deliveries made to any place other than the specified address or for any associated delivery delays.

Costs of proposal preparation, attendance at the Pre-Proposal Conference, if any, or any other costs incurred to respond to this RFP are the sole responsibility of the Respondent. Baldwin EMC assumes no responsibility for any such costs incurred by the Respondent. The Respondent also

agrees that Baldwin EMC bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All proposals must be typed or written in ink and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

B. Required Pre-Proposal Conference

If Baldwin EMC determines a Pre-Proposal Conference is warranted, it will notify Respondents by issuing an addendum to this RFP indicating the time, date, location, and telephone conference information. All Respondents are required to attend the Pre-Proposal Conference by conference call or in person.

III. Registration

Each Respondent seeking to submit a proposal is requested to register with Baldwin EMC in order to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit "B"** and mail or e-mail to Briana Coleman at the address noted below by 12:00 PM (Central), October 20, 2020. It is the responsibility of each Respondent to ensure that it receives all addenda. Baldwin EMC shall have no responsibility to provide any addenda issued under this RFP to any Respondent; however, Baldwin EMC will use its best efforts to provide issued addenda to those Respondents that register.

Baldwin EMC
ATTENTION: Ms. Briana Coleman, Executive Assistant
P.O. Box 220
19600 State Highway 59
Summerdale, Alabama 36580
E-mail: bcoleman@baldwinemc.com

IV. Changes and Interpretations

Baldwin EMC reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior execution of a resulting contract. The decision to cancel a solicitation cannot be the basis for a protest.

Baldwin EMC reserves the right to request clarification of information submitted and to request additional information of any Respondent. Any such request should not be construed by a Respondent as an indication of selection to provide proposed services.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to Baldwin EMC the services set forth in this RFP, or until one or more of the proposals have been awarded.

Respondents shall not direct any queries or statements concerning their proposal to Baldwin EMC staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any Respondent who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement. No oral interpretation of this RFP shall be considered binding.

All questions or concerns regarding this RFP must be submitted in writing via mail or email no later than the date and hour indicated in the RFP Timetable, below, to the attention of Alan Schott at aschott@baldwinemc.com. The subject line must read as follows: BALDWIN EMC DETAILED DAMAGE EVALUATION RFP. Baldwin EMC may issue Addenda to the RFP for distribution to all registered Respondents. Any responses by Baldwin EMC to Respondents' questions or concerns will be addressed, if at all, by Addenda.

This provision exists solely for the convenience and administrative efficiency of Baldwin EMC. No Respondent or other third party will gain any rights by virtue of this provision or the application thereof, nor shall any Respondent or third party have any standing to sue or cause of action arising therefrom.

V. Property of Baldwin EMC

All materials submitted in response to this RFP become the property of Baldwin EMC. Baldwin EMC has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

VI. RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

Registration Forms Due (optional)	October 20, 2020, 12:00 p.m.
Questions from Potential Respondents Due	October 20, 2020, 12:00 p.m.
Issue Addendum (if necessary)	October 22, 2020, 12:00 p.m. ¹
Proposal Due Date and Time	October 26, 2020, 12:00 p.m.
Proposal Evaluation (estimated)	October 27-29, 2020
Contract Negotiations/Approval (estimated)	October 30-November 2, 2020
Contract Execution (estimated)	November 2, 2020

**Baldwin EMC reserves the right to amend the anticipated schedule as it deems necessary.
All times indicated are in the Central time zone.**

VII. Ethics Requirement

This RFP is subject to the Baldwin EMC's Policy No. 104.0, *Business Ethics, Compliance and Whistle-Blower Policy*. Accordingly, there are prohibitions and limitations on the activities of Baldwin EMC

¹ Baldwin EMC will endeavor to issue any addenda on or before this date, but reserves the right to issue the addenda at any time prior to the due date and time of the proposals.

personnel and contractors. Respondents are highly encouraged to review Policy No. 104.0 in order to ensure compliance with the same.

All Respondents shall submit a signed and notarized statement regarding conflicts of interest with their proposal on the form provided herein (**Exhibit "C"**). A copy of Policy No. 104.0 is provided with this RFP for reference.

VIII. Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither Baldwin EMC nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Baldwin EMC representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by Baldwin EMC without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to Baldwin EMC if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by Baldwin EMC that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, Baldwin EMC may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, Baldwin EMC may determine the qualifications, experience, and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by Baldwin EMC. Any action taken by Baldwin EMC in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of Baldwin EMC, or its advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

IX. Contract Agreement / Compensation

The contract awarded as a result of this RFP will be a lump sum contract for the contractor's evaluation of an estimated 130,000 structures identified on Baldwin EMC maps. The Baldwin EMC system consists of 3,493 miles of overhead line and 1,213 miles of underground line. Work must be completed by December 7, 2020. Contractor will be compensated for any additional evaluation

on a unit cost basis (per structure). Baldwin EMC will, however, consider any form of pricing offered to determine whether it represents the best value to Baldwin EMC. If a Respondent offers more than one form of pricing, Baldwin EMC may select the proposal that, in its sole discretion, it deems the most advantageous. If an hourly rate contract is awarded, it will include a not-to-exceed amount which the contractor exceeds at its own risk. The not-to-exceed amount may be included in the contract itself, work orders issued authorizing a specific scope of work, or both.

The terms and conditions of the resulting non-exclusive contract will be negotiated with successful Respondent(s). If Baldwin EMC and the successful Respondent cannot agree on the terms and conditions of the resulting contract, Baldwin EMC reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until Baldwin EMC is able to enter into a contract with a Respondent that best meets the needs of Baldwin EMC. The contract must include the contract provisions required by 2 C.F.R. § 200.326 and FEMA guidance. More information about the required contract provisions is available on FEMA's website: https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisions_Template_9-30-19.pdf

While Baldwin EMC anticipates awarding one contract, Baldwin EMC reserves the right to award to more than one Respondent if it is in the best interests of Baldwin EMC.

X. Insurance Requirements; Safety Precautions; and Limitation of Liability

The Respondent(s) selected for award shall obtain and possess, without interruption during the performance of all services, the following insurance coverages and will provide Certificates of Insurance signifying that Baldwin EMC is named as an additional insured under each such policy referenced below; the verification of such coverage shall be regarded as a condition precedent to award:

1. Workers' Compensation - The contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Baldwin EMC and its agents, employees and officials.
2. Commercial General Liability - The contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the awarded contract.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

XI. Record Retention Requirements

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten years after completion of the contract resulting from this RFP. Baldwin EMC shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to Baldwin EMC at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to Baldwin EMC at the Contractor's expense.

XII. Subcontracting

If the Respondent intends to subcontract any portion of the work under the awarded contract, the Respondent must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms² are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

² A list of labor surplus areas is available on the U.S. Department of Labor's website at <https://www.doleta.gov/programs/lisa.cfm>.

XIII. Evaluation and Award

Baldwin EMC will evaluate and rank the most advantageous proposals and make a selection for contract negotiation and award. The selected Respondent will be notified in writing with an intent to award letter.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by Baldwin EMC through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of Baldwin EMC to award the proposal to the lowest priced Respondent, and Baldwin EMC reserves the right to award the contract to the Respondent submitting the best overall responsive proposal which is most advantageous to and in the best interest of Baldwin EMC consistent with the evaluation criteria. Baldwin EMC shall be the sole judge of the proposals that is in its best interests.

As part of the evaluation process, Baldwin EMC may investigate references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to Baldwin EMC's investigation. Baldwin EMC is the sole judge in determining Respondent's qualifications.

While Baldwin EMC allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to Baldwin EMC.

A. Evaluation Criteria and Scoring

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Respondent must receive a minimum 70 points.**

EVALUATION CRITERIA	Maximum Points
Responsiveness to RFP 1. Comprehensiveness of proposal 2. Completeness of proposal	5
Cost Effectiveness 1. Price proposal	20
Technical Approach 1. Narrative description outlining the method of operation 2. Contingencies / requirements of Baldwin EMC 3. Capacity for multiple contractual obligations	20
Experience and Qualifications of Staff 1. Experience with similar sized entities	20

<ul style="list-style-type: none"> 2. Staff qualifications and subject knowledge 3. Evidence of experience and skill 4. Evidence of availability to deliver in the timeline 5. Proposed project timeline 	
Industry Experience <ul style="list-style-type: none"> 1. Experience with assisting electric cooperative or public utilities 	10
Similar Projects and References <ul style="list-style-type: none"> 1. Prior experience with three similar projects 2. References from at least three entities for similar projects or work 	15
Default, Termination, Litigation, Debarment, etc. <ul style="list-style-type: none"> 1. Instances of a default under a similar project or contract 2. Instances of litigation related to a similar project or contract 3. Instances of on any debarment by a local, state or federal governmental entity (note that current suspension or debarment will result in disqualification) 	10
Total	100

XIV. Proposal Format

Each Respondent shall submit **one original, one hard copy, and one electronic copy in .pdf format on a USB flash drive of its proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent. All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

A. Table of Contents

B. Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent’s business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent's understanding of the scope of services, which should include previous experience with grant management and accounting services for disaster related events, references, and other related information.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority (see **Exhibit “D”**).
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc., shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. Baldwin EMC will not consider submittals that identify a joint partnership to be formed.

C. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by Baldwin EMC. Each Respondent is responsible for visiting Baldwin EMC’s website to view and obtain addenda.

D. Proof of Licenses (unlimited pages)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Alabama, if applicable);
- Statement or proof of required insurance;
- Proof of Respondent’s Business Tax Receipt (as applicable); and
- Other Proof of Specific Qualifications.

E. Price Proposal (unlimited pages)

Baldwin EMC will evaluate a Proposal's cost effectiveness based on Respondent's Price Proposal. Respondents are to provide a price proposal as identified in **Exhibit "E"** of the RFP.

F. Technical Approach (unlimited pages)

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure and services to be provided, this description should fully and completely demonstrate the Respondent's intended methods in performing the contract and specifically identify any obligations of Baldwin EMC (e.g. services and operational requirements) upon which the approach is contingent. In addition, the Respondent shall describe its ability to handle its various contractual obligations.

G. Successful Experience and Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

H. Industry Experience (unlimited pages)

Respondents shall provide a summary of work performed for rural electric cooperatives or other public utilities, if any, or other experience that demonstrates their understanding of the electric utility industry. Respondents shall identify previous or current clients in the electric utility industry and describe the work performed for each, if any. If these projects and references are included in Exhibit F per Section I, below, the Respondent should so indicate rather than repeat this information twice.

I. Similar Projects and References (unlimited pages)

Respondents shall provide a minimum of three similar projects on the form provided (see **Exhibit "F"**) and include whether the project was completed on time and within budget. These projects will also service as references.

Prior experience and skill with other rural electric cooperatives are desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

J. [Default, Termination, Litigation, Debarment, etc. \(unlimited pages\)](#)

Respondents should provide a summary of any default, termination, litigation, or debarment against or which named the Respondent in the past five years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, or debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents must also sign and return the Certification Regarding Debarment, Suspension and Other Responsibility Matters and the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as **Exhibits “G” and “H”**, respectively.

K. [Appendix – Other Relevant and Supporting Documentation \(optional\)](#)

Respondent must submit all other exhibits not identified above in this section.

L. [Required Forms \(Provided for Reference; No Tabbed Section “L” Required in Proposal Submission\)](#)

Respondents must submit the following forms with their proposals. Failure to provide the following forms will negatively impact a proposal’s scoring.

- Conflict/Non-Conflict of Interest Statement (attached hereto as Exhibit C)
- Authorized Signatories/Negotiators (attached hereto as Exhibit D)
- Price Proposal Form (attached hereto as Exhibit E)
- Similar Projects and References (attached hereto as Exhibit F)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (attached hereto as Exhibit G)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (attached hereto as Exhibit H)
- E-Verify Affidavit (attached hereto as Exhibit I)

XV. [Representations by Submittal of Proposals](#)

By submitting a proposal, the Respondent warrants, represents and declares that:

- (1) The person(s) designated as principal(s) of the Respondent is (are) named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- (2) The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

- (3) The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between Baldwin EMC and the Respondent.
- (4) By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- (5) Respondent recognizes and agrees that Baldwin EMC will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

XVI. Protests

All decisions of Baldwin EMC with respect to this RFP and resulting contract award will be final and not subject to challenge or protest.

XVII. Exhibits

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit "A" Scope of Services
- Exhibit "B" Registration Form
- Exhibit "C" Authorized Signatories/Negotiators
- Exhibit "D" Conflict/Non-Conflict of Interest Statement
- Exhibit "E" Price Proposal Form
- Exhibit "F" Similar Projects and References Form
- Exhibit "G" Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit "H" Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Exhibit "I" E-Verify Affidavit

END OF RFP – RFP EXHIBITS FOLLOW

Exhibit "A": Scope of Services
RFP No. Sally-02 – Detailed Damage Evaluation

The scope of services to be provided pursuant to this RFP includes technical, administrative, and other related services as outlined in this section to perform detailed evaluation of Hurricane Sally damages to Baldwin EMC's electrical system to determine the extent of the damages and method of repair. Baldwin EMC will provide authorization for the contractor to proceed per the terms negotiated in the awarded contract. Work must be completed by December 7, 2020.

Respondents are advised to propose based on the entire scope of services as defined herein; however, Baldwin EMC reserves the right to select which specific services the Respondent will provide and to add or delete services within this scope throughout the term of any resulting agreement with mutual consent.

Some of the services the successful Respondents may be asked to perform include, but are not limited to, the following:

- Contractor will visit each of Baldwin EMC's approximately 130,000 structures identified on Baldwin EMC maps to determine the extent of any damage to each structure. The Baldwin EMC system consists of 3,493 miles of overhead line and 1,213 miles of underground line.
- The contractor will identify each structure which requires repair work as a result of damage caused by Hurricane Sally. Contractor will identify the damage and necessary work to repair the damaged element in the Damage Assessment application provided by Baldwin EMC.
- The contractor will photograph each structure requiring additional repair work and catalogue the scope of work necessary to repair the damaged structure in a database provided by Baldwin EMC. All photographs will be taken by the contractor using the Partner Damage Assessment application.
- The contractor will evaluate the following underground structures to determine the extent of damage caused by Hurricane Sally and necessary repair scope of work for each item in accordance with the conditions set forth in this RFP:
 - Undermined transformer pads
 - Undermined sectionalizer pads
 - Undermined secondary pedestals
 - Transformers (out of level)
 - Sectionalizers (out of level)
 - Units shifted or unsecured to pads
 - Broken pads
 - Missing penta bolts
 - Missing secondary pedestal numbers
 - Missing transformer numbers
 - Missing sectionalizer numbers
 - Missing transformer warning/danger signage

- Missing sectionalizer warning/danger signage
 - Leaning decorative street light poles
 - Missing or broken decorative street light globes
 - Missing decorative street light
 - Missing or damaged street light wire
- The contractor will evaluate overhead structures to determine the extent of damage caused by Hurricane Sally and necessary repair scope of work for each item in accordance with the conditions set forth in this RFP:
 - a. Cracked or broken poles
 - b. Leaning poles
 - c. Cracked or broken crossarms
 - d. Cracked or broken crossarm braces
 - e. Missing pole grounds
 - f. Missing or loose hardware
 - g. Missing or loose guy
 - h. Missing anchors
 - i. Missing guy guard
 - j. Improper primary sag
 - k. Improper secondary sag
 - l. Improper ground clearance
 - m. Improper clearance to structures
 - n. Missing pole numbers
 - o. Missing breaker numbers
 - p. Missing street light numbers
 - q. Conductors with excessive (more than 3) splices
 - r. Missing or broken lightning arrester
 - s. Missing or broken conduit straps
 - t. Missing, loose, or broken cut-outs
 - u. Bad or frayed wires (repair scope must not result in more than 3 splices in any conductor span)
 - v. Cracked, missing, or broken outdoor light refractors
 - w. Missing or broken street light arms
 - x. Missing street or outdoor lights
 - y. Missing pole caps
 - The contractor will evaluate all rights of way to identify any damaged or leaning trees which threaten the system or which may need to be cleared to obtain access to repair a utility, as a result of Hurricane Sally. All such trees must be photographed and identified by GPS coordinates.

- The contractor will abide by all Alabama Department of Transportation and various County regulations and permit requirements and will use traffic control devices as required by the governing authority.
- The right of way shall be left in a condition judged to be at least as good as before work was completed. Any site restoration shall be the responsibility of the Contractor.
- Familiarity with FEMA's Public Assistance program requirements with respect to conductor replacement is preferred.
- Contractor will perform the work under the direction of a Baldwin EMC licensed professional engineer.

Exhibit "B": Registration Form
RFP No. Sally-02 – Detailed Damage Evaluation

Respondents that complete and return this form to Baldwin EMC prior to **12:00 PM (Central), October 20, 2020, will be notified of the issuance of any addenda to this RFP.** However, it is the responsibility of each Respondent to ensure its receipt of all addenda regardless of registration.

Name of Respondent: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ E-Mail Address: _____

Forms should be submitted to:

Baldwin EMC
ATTENTION: Ms. Briana Coleman, Executive Assistant
P.O. Box 220
19600 State Highway 59
Summerdale, Alabama 36580
E-mail: bcoleman@baldwinemc.com

**Exhibit "C": Conflict/Non-Conflict of Interest Statement
RFP No. Sally-02 – Detailed Damage Evaluation**

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Litigation Statement

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Signed, as to both statements:

Company Name

Authorized Signature

Name (Print or Type)

Title

Exhibit "D": Authorized Signatories/Negotiators
RFP No. Sally-02 – Detailed Damage Evaluation

The Respondent represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____
Company Name	Authorized Signature
_____	_____
Name (Print or Type)	Title

The Respondent shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership
 Joint Venture Corporation
 Other: _____

State of Incorporation: _____

Federal I.D. or Social Security Number: _____

E-mail Address: _____

Exhibit “E”: Price Proposal
RFP No. Sally-02 – Detailed Damage Evaluation

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Price Proposal.

An authorized representative of the firm offering this proposal must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Respondent. Baldwin EMC reserves the right to hold proposals for a period not to exceed 90 days after the deadline for submission stated in this RFP before awarding the contract.

Any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on Exhibit A (or elsewhere) is approximate only and not guaranteed by Baldwin EMC. Baldwin EMC does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Respondent plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

Respondent: _____

By: _____

Date: _____

PROPOSED LUMP SUM: \$ _____

PROPOSED UNIT COST: \$ _____ **Per Structure**

The proposed prices shall include all equipment, tools, and supplies necessary to perform the tasks assigned, including any costs associated with necessary software or data management. The lump sum proposal will be paid for the contractor’s detailed damage evaluation of 130,000 structures identified in Baldwin EMC’s system. Evaluation for additional structures will be paid on a unit cost basis, per structure.

In addition to the lump sum and unit cost compensation, Baldwin EMC will provide a per diem for lodging, meals, and incidentals for each of the contractor’s employees traveling to the work site from a home based greater than 50 miles away. The contractor will source its own travel and lodging. The per diem utilized will be as follows, based on the rates set by the U.S. General Services Administration for Zip Code 36580 and including all applicable taxes:

- Lodging (including tax): \$122
- Meals & Incidentals: \$61
- Total Meals & Incidentals for First and Last Day of Travel: \$45.75

Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost only with pre-approval in writing by Baldwin EMC.

Baldwin EMC reserves the right to select the proposal that it deems most advantageous to Baldwin EMC, in its sole discretion, based on the evaluation factors as described in this RFP.

Exhibit "F": Similar Projects and References Form
RFP No. Sally-02 – Detailed Damage Evaluation

List three similar projects successfully completed in the past five years by the Respondent, preferably with the same Key Personnel identified in Respondent's Proposal. Attached additional sheets if necessary.

Completed Project #1

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Completed Project #2
(cont'd)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #3

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

**Exhibit “G”: Certification Regarding Debarment, Suspension and Other Responsibility Matters
RFP No. Sally-02 – Detailed Damage Evaluation**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name	RFP Number
Name	
Title	
Signature	Date

Exhibit "H":
Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
RFP No. Sally-02 – Detailed Damage Evaluation

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit "I": E-Verify Affidavit
RFP No. Sally-02 – Detailed Damage Evaluation

STATE OF _____

COUNTY OF _____

My name is _____. I am the _____ (TITLE) for _____ (COMPANY). This Affidavit is based on my personal knowledge. I am over nineteen (19) years of age and competent to testify on the matters set forth herein.

_____ (COMPANY), in good faith, abides by the laws, rules and regulations of the State of Alabama, including, but not limited to, The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 ("Alabama's immigration law").

_____ (COMPANY) does not knowingly employ or hire unauthorized aliens.

_____ (COMPANY) further attests that it does not employ unauthorized aliens, and it is enrolled in and uses the federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a) and/or 8 U.S.C. §1324(a), which is operated by the United States Department of Homeland Security, or its successor program ("E-verify"). As proof thereof, _____ (COMPANY) has provided documentation, which is attached hereto, of its enrollment in the E-verify program.

I have read the foregoing, and it is true and correct to the best of my knowledge, information and belief.

By: _____

Company: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, _____

Notary Public

My commission expires:

**BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION
SUMMERDALE, ALABAMA**

POLICY NO. 104.0

BUSINESS ETHICS, COMPLIANCE AND WHISTLE-BLOWER POLICY

I. Purpose

This business ethics, compliance and whistle-blower policy is intended to provide guidance to the employees of Baldwin County Electric Membership Corporation (“the Cooperative”) so that they may perform their duties in a manner which engenders the confidence and respect of the community and which reflects and preserves the high standards of business conduct which is a company tradition. This policy applies to the conduct of all employees. Equivalent standards of conduct are expected from our business partners, agents, associates and all others acting on behalf of the Cooperative.

II. Policy

A. Statement on Fraud

Fraud will not be tolerated. Having adopted a zero-tolerance policy toward theft and fraud, the Cooperative is committed to identifying and implementing methods that protect and make the best use of all assets. Employees are expected to recommend methods that can reduce fraud, report all suspected fraud in accordance with this policy and use assets for acceptable business purposes only. Cooperative property or equipment may be used for de minimis non-Cooperative business, if the use of such property or equipment is not for financial gain and is approved by supervisory personnel within the department from which such property or equipment is obtained. The Chief Executive Officer will ensure on an annual basis that every employee acknowledge in writing their understanding of this expectation.

B. Conflicts

1. No employee may use his or her position at the Cooperative for personal financial gain, except for the receipt of normal compensation, in the form of wages and salary and other benefits provided by the Cooperative as employment benefits, such as insurance, vacation time, sick leave and retirement.
2. The employees shall conduct themselves so as to avoid conflicts of interest, or any appearance of conflicts of interest, in their dealings on behalf of the Cooperative including, but not limited to, any dealings between Trustees, agents and employees, as well as dealings with government officials and persons doing business with the Cooperative.

3. Employees shall use their best efforts and shall have a duty to preserve and protect Cooperative assets from waste, carelessness and theft and ensure that such assets are used for legitimate business purposes. The use of Cooperative assets for any unlawful or improper purpose is prohibited. No employee or agent shall establish any undisclosed or unrecorded fund or asset using Cooperative funds or assets for any purpose.

C. Confidential Information

1. **Member Information** - The Cooperative will maintain accurate and reliable corporate records that comply with applicable accounting rules and established internal controls. All information relating to members or potential members of the Cooperative which is disclosed to or received by agents and/or employees in the ordinary course of performing their duties, or which is acquired as a result of the relationship between the member or potential member and the Cooperative, shall be treated as private and confidential, and not public, and shall not be disclosed to any person other than employees, Trustees and agents in furtherance of the Cooperative purposes or business as established herein. Member information shall be used solely for corporate purposes and not for the purposes of personal gain. Within the Cooperative, information concerning members should be communicated only to those employees or Trustees who need the information to discharge their duties, or to the Cooperative's General Counsel or accounting firms as necessary. Without prior written consent of the member, information concerning members should never be provided to anyone outside of the Cooperative, including other members of the Cooperative, except upon the receipt of a valid subpoena, lawful administrative subpoena or court order requiring the disclosure of member information or as otherwise provided by law. Nothing in this policy shall be construed to limit the Cooperative's ability to challenge the issuance of a subpoena by lawful means.
2. **Insider Information** - In addition to exercising good business judgment, certain laws and regulations dictate the way that confidential information must be handled. Confidential information may in some instances be considered "insider information," if such information is not subject to disclosure to the public. The use or disclosure of insider information could subject an employee or any person outside of the Cooperative to whom the information is communicated, or the Cooperative itself, to liability under federal or state law.

Any material information, including but not limited to, the financial position or operation of the Cooperative which has not been disclosed to the public shall not be disclosed to any person or entity except (i) employees who need to know the information to discharge their duties or (ii) accountants, lawyers, lenders or others

deemed by management of the Cooperative to have an appropriate reason for knowing such information.

- 3. Personnel Files** - All information relating to employment matters (e.g., performance appraisals, salary, benefits) shall be treated as private, and not public, and shall be held in the strictest of confidence. Information concerning employment matters shall be communicated only to those individuals who need the information to discharge their duties to the Cooperative.

D. Gifts and Other Offers

- 1.** A “gift” is defined as any gratuity, favor, discount, entertainment, hospitality, loan, forbearance or other item having monetary value. It includes services as well as gifts of training, transportation, local travel, lodgings and meals, whether provided in-kind by purchase of a ticket, payment in advance or reimbursement after the expense has been incurred. Should any gift or offer, directly or indirectly, be offered to an employee, the employee should complete the appropriate form in the addendum and forward to their Vice President or the CEO.
- 2.** Employees shall not provide, directly or indirectly, any gift of more than \$100.00 to any individual or company (including, but not limited to, Trustees, employees, agents, members, suppliers and vendors) in consideration for transacting business with or furnishing goods, services or materials to the Cooperative.
- 3.** Employees shall not accept any gift of more than \$20.00 per source per occasion, provided that the aggregate market value of individual gifts received shall not exceed \$50.00 in a calendar year from any individual or company, including, but not limited to, Trustees, agents, members, suppliers or vendors. No gift of any value should be accepted if there is a possibility that it would jeopardize the Cooperative’s reputation, create a conflict of interest or result in the appearance of impropriety or the appearance of a conflict of interest.
- 4.** Employees shall not accept any bonus, commission or other fee from any member, agent, supplier or vendor, or any source other than the Cooperative in exchange for the performance of their Cooperative fiduciary responsibilities and/or employment duties.
- 5.** Any agent or employee who receives an offer of employment, bonus, commission or other fee or receives an offer of gifts in any amount from any individual or company (including, but not limited to, members, agents, suppliers and vendors) in consideration for doing business with the Cooperative shall report the same to the appropriate parties, including, but not limited to, the employee’s immediate supervisor; provided, however, if the agent or employee suspected of violating

this policy is the immediate supervisor of the reporting party, such conduct shall be reported to any Vice President or to the Chief Executive Officer of the Cooperative.

The provisions of subsections D.1., D.2., D.3. and D.4. shall not apply to compensation received by employees from the Cooperative in the usual course of business.

E. Outside Activities

Employees shall not have outside interests that: (i) materially and adversely affect their ability to perform their duties, (ii) compete with the business of the Cooperative, (iii) involve use of the equipment, supplies or facilities of the Cooperative, (iv) imply sponsorship or support by the Cooperative of others whose interests are adverse to those of the Cooperative, (v) adversely affect the reputation of the Cooperative or (vi) create the appearance of a conflict of interest or the appearance of impropriety involving the Cooperative. The foregoing is not intended to limit participation by employees in outside activities (e.g., participation in NRECA functions or statewide meetings) which are within the ordinary course of performing their obligations and responsibilities to the Cooperative. The Chief Executive Officer must seek the advice of the Board of Trustees if there is any question as to whether participation in specific outside activities is appropriate. Employees are encouraged to seek the advice of Cooperative management and its General Counsel concerning compliance with this paragraph II.E.

Notwithstanding the provisions of this paragraph II.E., Cooperative property or equipment may be used for de minimis non-Cooperative business, if the use of such property or equipment is not for financial gain and is approved by supervisory personnel within the department from which such property or equipment is obtained.

F. Dealings with Government Officials and the Media

- 1. Relationships** - The Cooperative strives to develop and maintain good relationships and effective communication with government officials and agencies. The Cooperative's dealings with government and regulatory agencies and their officials and personnel shall at all times be in compliance with the Alabama Ethics Law and any applicable federal laws, and shall be such that the public disclosure of any such dealings will not damage or jeopardize the Cooperative's integrity or reputation.
- 2. Communication** - The Cooperative's Board of Trustees, Chief Executive Officer and appropriate Vice Presidents are responsible for developing any official "company position" on relevant legislation and regulatory proposals. Employees

are encouraged to communicate with their government representatives on matters that concern them, but it is important to distinguish between personal and corporate communications and relationships with such officials. It is the duty of each employee to ensure that any such communication made in an individual capacity does not in any way purport to reflect the Cooperative's position on any issue. Unless employees are specifically designated or requested by the Board of Trustees, the Chief Executive Officer or Vice President level management to represent the Cooperative in dealings with legislators and regulators, they should not correspond with legislators or elected government officials on Cooperative stationery or by using company systems. With respect to Cooperative matters, any employee whose day-to-day responsibilities do not include contact with legislators or regulatory agencies should consult with the Chief Executive Officer or the appropriate Vice President before initiating or responding to such contacts that directly relate to matters and concerns of the Cooperative.

De minimis use of Cooperative computers by employees for personal business is permitted; provided, however, no employee may use Cooperative computers for personal political activity.

- 3. Media Relations** - Employees should not claim to represent the Cooperative or a Cooperative viewpoint while engaging in Social Media or any other communication outlets without proper Board and/or Chief Executive Officer approval and shall refer all media inquiries to the Vice President of Corporate Services and Public Relations.

G. Post-Employment Contact

Certain employees continue to have a fiduciary duty to the Cooperative once they are no longer associated with the Cooperative in such capacity. This duty prohibits former employees from using or disclosing to others the Cooperative's trade secrets, insider information or confidential information. The type of information falling within this category includes, but is not limited to, lists of members, product development information, marketing strategies, financial information and other confidential information concerning the Cooperative and its members.

H. Compliance with Laws

The Cooperative will comply with the letter and the spirit of all applicable federal, state and local laws, rules and regulations. If any member of Vice President level management or other employee with specific authority to contact the Cooperative's General Counsel is unclear as to whether he/she is complying with applicable law in the course of performing their duties, he/she should seek the advice of the

Cooperative's Chief Executive Officer or the Cooperative's General Counsel. Any other employee who needs guidance concerning laws and policies should consult the Chief Executive Officer or a member of Vice President level management.

I. Public Communications

Employees should always be conscious of the fact that their verbal and written communications to the public is a direct reflection on the Cooperative and may have a significant impact on the Cooperative's reputation. Accordingly, except for verbal and written communications to the public made by employees in the ordinary course of performing their obligations and responsibilities, all verbal and written communications to the public concerning the Cooperative that may be construed as statements made on behalf of the Cooperative should be reviewed and approved by the Chief Executive Officer or the Vice President of Corporate Services and Public Relations prior to dissemination. This includes, but is not limited to, speeches, articles, editorials, position papers, press conferences, press releases-and postings on social media or other internet sites. Employees are encouraged to seek the advice of the Chief Executive Officer or the Vice President of Corporate Services and Public Relations if there is any question as to whether any verbal or written communication to the public is appropriate. Notwithstanding any other provision of this policy, the Chief Executive Officer and the Vice President of Corporate Services and Public Relations shall have the authority to make public communications concerning the affairs of the Cooperative without the necessity of prior Board authorization.

J. Enforcement and Accountability

- 1.** Employees who reasonably believe that a violation of this policy has occurred shall report such suspected violation as follows:
 - a.** If the Chief Executive Officer is suspected of having violated this policy, such suspected violation shall be reported to the President of the Board of Trustees.
 - b.** If an employee is suspected of having violated this policy, such suspected violation shall be reported to the reporting employee's immediate supervisor, the Chief Executive Officer, the Vice President in charge of the reporting employee's operational unit or the Manager of Human Resources.
- 2.** Any report of a violation of this Ethics Policy delivered in good faith will be investigated promptly, and, if required, Cooperative management will take appropriate action for infractions after due consideration of all of the facts and circumstances in a manner intended to protect confidentiality and meet the needs of a full and fair investigation.

3. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation.
4. The Cooperative will not permit retaliation of any kind against individuals for good faith reports of violations of this Ethics Policy, and any employee found to have engaged in retaliation against an individual who made a good faith report of any alleged violation of this Ethics Policy shall be subject to disciplinary action, up to and including termination of employment with the Cooperative.
5. Follow-up with the reporting party: the reporting party will be informed of the progress and or the outcome of the investigation unless the reporting party has indicated his or her preference not to be informed, or there are other, sound reasons not to inform the reporting party.
6. An employee's failure to comply with this policy may result in disciplinary action being taken by the Cooperative, up to and including termination.

III. Responsibility

The Chief Executive Officer, the Board Officers and the Cooperative's General Counsel shall be jointly responsible for seeing that this policy is carried out.

IV. Cancellation

This policy nullifies and supersedes all previous policies in respect to this subject which may be in effect.

BY ORDER OF THE BOARD OF TRUSTEES

Peggy Vanover Barnes, President

ATTEST:

Jimmy A. LaFoy, Secretary-Treasurer

Adopted: 04/15/04
Revised/Renumbered: 12/19/11
Revised: 08/16/12
12/20/12
09/19/13
06/19/14
07/17/14
01/26/16
04/21/16
05/12/16
01/31/17
01/18/18
02/15/18
03/15/18
01/29/19
02/20/20

Formerly Policy 733.0

ADDENDUM TO POLICY 104.0

EMPLOYEE FORM TO REPORT VENDOR PAID MEALS OR ENTERTAINMENT

Date of Occurrence: _____

Please check one: Meal Entertainment

Location & Description of Meal/Entertainment: _____

Estimated Amount Paid by Vendor: _____

Vendor Name: _____

Reason for Vendor Purchase: _____

Employee Signature

V.P. Signature

CEO Signature

Date

BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION

Statement on Fraud

Fraud will not be tolerated. Having adopted a zero-tolerance policy toward theft and fraud, the Cooperative is committed to identifying and implementing methods that protect and make the best use of all assets. Employees are expected to recommend methods that can reduce fraud, report all suspected fraud in accordance with this policy and use assets for acceptable business purposes only. Cooperative property or equipment may be used for de minimis non-Cooperative business, if the use of such property or equipment is not for financial gain and is approved by supervisory personnel within the department from which such property or equipment is obtained. The Chief Executive Officer will ensure on an annual basis that every employee acknowledge in writing their understanding of this expectation.

I, _____, do hereby acknowledge my understanding of Baldwin EMC's Statement on Fraud shown above.

Signature

Date