



**Request for Proposals for
Electric Distribution System Restoration Services**

RFP No. Sally-03

Issued: July 26, 2021

Proposals Due: August 12, 2021 at 2:30 pm

Request for Proposals: Electrical Distribution System Restoration Services

Baldwin County Electric Membership Corporation ("BEMC") is a member-owned cooperative supplying electric service to more than 81,000 meters throughout Baldwin County and southern Monroe County in southwestern Alabama. BEMC is the largest electric cooperative in Alabama, servicing the area from Mobile, Alabama to Pensacola, Florida.

In mid-September 2020, Hurricane Sally caused damage to BEMC 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. BEMC is seeking proposals to establish one or more contracts with qualified and experienced contractors to provide Electrical Distribution System Restoration Services (the "Services") for one or more of the following Scopes of Work as a result of damages from Hurricane Sally:

1. Underground line repair
2. Right of way section; removal of hazardous trees and limbs
3. Overhead line repair
4. Streetlight repair

The general scope of work and related requirements for the Services are described in detail in **Exhibit A** with more specific Scope of Work Details included as **Exhibits B, C, D, and E**, respectively, to this Request for Proposals ("RFP"). Bidders will be permitted to bid on one or more of the above scopes of work. The Bidder shall be prepared to provide personnel, equipment, plans, procedures, and other materials and capabilities necessary to perform the Services for each Scope of Work for which Bidder provides a proposal.

The resulting contract(s) will be awarded to the highest scoring bidder for each Scope of Work. Therefore, BEMC reserves the right, in its sole discretion, to award one contract for all four Scopes of Work or may award up to four contracts to four different Bidders. FEMA financial assistance will be used to fund any resulting contract(s). Accordingly, all work must be completed in compliance with FEMA's rules and guidance, as well as any applicable Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200. Bidders are to have experience in restoration of electrical transmission or distribution systems in accordance with FEMA Public Assistance requirements.

Sealed Proposals, including unit price costs for the supply of necessary labor, materials, and equipment, are due by 2:30 P.M. CST, August 12, 2021 at which time the proposals will be evaluated in accordance with the criteria identified herein. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened. Further instructions for proposal submission are contained below.

The Plans, Specifications and Construction Drawings, together with all necessary forms and other documents for bidders may be obtained from BEMC's website (BaldwinEMC.com), or from BEMC's Engineer Brian Seals at brian.seals@baldwinemc.com.

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General Information

I. Project Information

BEMC is seeking proposals to establish one or more contracts with qualified and experienced firms to provide electric distribution system restoration services for one or more of the following Scopes of Work needed as a result of damages caused by Hurricane Sally:

1. Underground line repair
2. Right of way section; removal of hazardous trees and limbs
3. Overhead line repair
4. Streetlight repair

General information on the above Scopes of Work are included as **Exhibit A** to this RFP. Additional details for each of the above Scopes of work are included as **Exhibits B, C, D, and E**, respectively. Bidders may bid on one or more of the above-mentioned Scopes of Work on a unit price basis. Award of contract(s) for each respective Scope of Work shall be made on the basis of the scoring matrix and contract requirements found at Section VI of this RFP.

II. Instructions to Bidders

A. Proposal Submission

Bidders must submit two hard copies of their proposal by 2:30 P.M. CST, August 12, 2021 to:

BEMC
ATTENTION: Briana Coleman
P.O. Box 220
19600 State Highway 59
Summerdale, Alabama 36580

Proposals and all supporting instruments must be submitted on the forms furnished by BEMC in this RFP and must be delivered in a sealed envelope addressed to BEMC by hand delivery or mail. 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 Bidder 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
Electrical Restoration – RFP No. ____
[Bidder's Name]
[Bidder's Address]
[License Number (if applicable)]
[Scope of Work]
[Date and Hour of Bid Opening]

All proposals must be typed and must be signed by an officer having authority to bind the Bidder. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal. Any requirements in the RFP that cannot be met must be so indicated in the Proposal. Electronic signatures will be accepted.

BEMC 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.

B. Required Pre-Proposal Conference

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

C. Bidder Representations

Bidder is encouraged to review the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions, environmental and historic preservation considerations, and all other matters that may affect the cost and time of completion of the project. Prior to the submission of the Proposal, the Bidder shall be deemed to have made a careful examination of the site of the project and of the Plans, Specifications, Construction Drawings, and forms of Bidder's Proposal and bonding requirements. Bidder will be required to comply with all federal, state, and local laws, rules, and regulations applicable to its performance, including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq).

By submitting a proposal, Bidders warrant that its proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

D. Proposal Preparation Costs

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 Bidder. BEMC assumes no responsibility for any such costs incurred by the Bidder. The Bidder also agrees that BEMC bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from this procurement process.

E. Proposal Withdrawal

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any complete proposal not so withdrawn shall constitute an irrevocable offer, for a period of 60 days, to provide the Services set forth in this RFP for the specific Scope of Work indicated in the proposal, or until one or more of the proposals have been selected for a contract award.

F. Proposal Clarification

BEMC reserves the right to request clarification of information submitted and to request additional information of any Bidder. Any such request should not be construed by a Bidder as an indication of selection to provide the Services. Similarly, BEMC reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to BEMC that such irregularities or errors were made through

inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by BEMC.

Where the unit prices in the Bidder's Proposal are separated into three columns designated as "Labor," "Materials," and "Labor and Materials," and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control. Similarly, the quantities appearing in the "No. of Units" column multiplied by the correct addition of the sums in the "Labor" column and the "Materials" shall control the amounts appearing in the "Extended Price - Labor & Materials" column. Likewise, the correct extensions shall control the amounts appearing in the "Total, Part ____" line for each respective part.

BEMC reserves the right to reject any or all Proposals.

G. Bidder Questions

Bidders shall not direct any queries or statements concerning their proposal to BEMC staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any Bidder 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 Brian Seals at brian.seals@baldwinemc.com. The subject line must read as follows: Electric Distribution System Restoration Services RFP. Any responses by BEMC to Bidders' questions or concerns will be addressed, if at all, by Addenda.

III. Bidder Registration

Each Bidder seeking to submit a proposal is requested to register with BEMC in order to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit F** and mail or e-mail to Brian Seals at the address noted below by 2:30 PM CST, August 5, 2021. It is the responsibility of each Bidder to ensure that it receives all addenda. BEMC shall have no responsibility to provide any addenda issued under this RFP to any Bidder; however, BEMC will use its best efforts to provide issued addenda to those Bidders that register.

BEMC
ATTENTION: Brian Seals, Manager of Engineering
P.O. Box 220

19600 State Highway 59
Summerdale, Alabama 36580
E-mail: Brian.seals@baldwinemc.com

IV. RFP Timetable

The anticipated schedule for this RFP and contract(s) award is as follows:

RFP Issued

July 21, 2021

Registration Forms Due	2:30 PM CST, August 5, 2021 ¹
Questions from Potential Bidders Due	2:30 PM CST, August 5, 2021
Issue Addendum (if necessary)	August 6, 2021 ²
Proposal Due Date and Time	2:30 PM CST, August 12, 2021
Proposal Evaluation	August 13, 2021
Notice of Award(s)	TBD

All times are listed in the Central Time Zone.

BEMC reserves the right to amend the anticipated schedule as it deems necessary.

V. Contract Agreement / Compensation

BEMC expects to award contract(s) to the Bidder submitting the highest-scoring and most advantageous proposal based on the evaluation criteria below for each Scope of Work. BEMC reserves the right, in its sole discretion, to award one contract for all four scopes of work or may award up to four contracts to four different Bidders. Each resulting contract will be based on a unit price fee structure as included in the Price Proposal Form in **Exhibit G** to this RFP. Under no circumstances will the resulting contract include a cost-plus-percentage-of-cost fee structure and Bidders should not include any cost-plus-percentage-of-cost markups in their price proposals.

The terms and conditions of the resulting non-exclusive contract(s) will be negotiated with successful Bidder(s), but for convenience, BEMC includes a sample Contract included at the end of this RFP as Appendix 1. If BEMC and the successful Bidder cannot agree on the terms and conditions of the resulting contract, BEMC reserves the right to terminate negotiations with the successful Bidder and move to the next ranked Bidder to commence negotiations for the specific Scope of Work. Negotiations may continue in this process until BEMC is able to enter into a contract for the specific Scope of Work with a Bidder that best meets the needs of BEMC. The contract(s) must include the contract provisions required by 2 C.F.R. § 200, Appendix II and FEMA guidance. These provisions, along with other BEMC terms and conditions, are included in the sample Contract at **Appendix I**. 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

Any Bidder that declines to submit a proposal for one specific Scope of Work will not be precluded from submitting a proposal for another Scope of Work.

¹ BEMC encourages Bidders to submit its Registration Form as quickly as possible to receive any addenda issued before August 5, 2021.

² BEMC 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.

VI. Bonding Requirements

The following bonding requirements apply to the Services, regardless of the Scope of Work for which a Bidder submits a proposal.

Bid Bond. Each Proposal must be accompanied by a Bid Bond in the form attached hereto as **Exhibit H** or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of BEMC, in an amount equal to five percent (5%) of the maximum bid price. Each Bidder agrees, that, by filing its Proposal together with such Bid Bond or check in consideration of BEMC's receiving and considering such Proposals, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by BEMC until a Proposal is accepted and satisfactory bonds are furnished (where required) by the successful Bidder or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter.

Performance Bond. A performance bond on the part of the successful Bidder for one hundred percent (100%) of the not-to-exceed amount indicated in the Contract or, if none, the estimated total cost of the Services to be performed under the Contract. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the contractor's obligations under such contract. The Surety shall be responsible for liquidated damages assessed for failure to complete the Services required by the contract, including any contract increase or extension.

Payment Bond. A payment bond on the part of the successful Bidder for one hundred percent (100%) of the not-to-exceed amount indicated in the resulting contract or, if none, the estimated total cost of the Services to be performed under the resulting contract, as indicated by the issuing Member. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Should the successful Bidder fail or refuse to execute such counterparts or to furnish the required bonds within ten (10) days after written notification of the acceptance of the Proposal by BEMC, the Bidder will be considered to have abandoned the Proposal. In such event, BEMC shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which BEMC may in good faith contract with another party to perform the Services. The term "Successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish the required bonds.

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

The Bidder(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 BEMC 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 -** 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 BEMC and its agents, employees and officials.

2. Liability Insurance – Public liability insurance covering all operations under the contract with limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
3. Business Automobile Liability - 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder shall promptly remedy damage and loss to property caused in whole or in part by the Successful Bidder, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

VIII. Subcontracting

If the Bidder intends to subcontract any portion of the work under the awarded contract, the Bidder must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms³ 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.

IX. Proposal Evaluation and Award

To receive consideration, Proposals shall be made on the forms provided, fully responsive to the requirements of this RFP, and properly executed and with all items filled out. Do not change the wording of the Price Proposal Form. No conditions, limitations, or provisions may be attached or added to the Price Proposal Form by the Bidder. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Bidder.

³ 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>.

BEMC will evaluate and rank the most advantageous proposals and select the Bidder submitting the most advantageous Proposal(s) for contract award(s). Accordingly, BEMC is not obligated to award the proposal to the lowest priced Bidder. BEMC shall be the sole judge of the proposals based on its best interests. Each selected Bidder will be notified in writing with an intent to award letter.

As part of the evaluation process, BEMC 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 BEMC's investigation. BEMC is the sole judge in determining Bidder's qualifications.

Each submission must include a cover letter, executive summary, signed submittal form, general company information, and any other applicable or required documentation, as explained below. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. After evaluation of proposals based on the criteria described below, BEMC may develop a short list of Proposer(s) meeting the technical competence requirements. The shortlisted Proposer(s) may be scheduled for a structured oral presentation, demonstration, interview, and negotiations. Following these meetings, BEMC will summarize their findings and recalculate their scores, if needed.

BEMC is not obligated to award a contract as a result of this RFP.

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 Bidder must receive a minimum 70 points.**

EVALUATION CRITERIA	Maximum Points
Cost Effectiveness 1. Price proposal	50
Technical Approach 1. Narrative description of Proposed Management and Operations Plan	10
Experience and Qualifications of Staff 1. Experience with similar sized entities 2. References from at least three entities for similar projects or work 3. Staff qualifications and subject knowledge 4. Evidence of experience and skill 5. Experience with FEMA-compliance documentation	15
Resources 1. Evidence of availability to deliver in the timeline 2. Proposed project timeline	25
Total	100

X. Proposal Format

Each Bidder shall submit **two hard copies 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 Bidder 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 Bidder in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

A Bidder wishing to submit proposals for multiple Scopes of Work must comply with the below proposal requirements for each Scope of Work. For example, if a Bidder intends to submit on three Scopes of Work, the proposal package must include six copies of the Proposal. The Scope(s) of Work covered must be indicated on the envelope submitting the Proposal. 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 Bidder's business operation; how long in business; general approach to tasks and projects; and, why the Bidder should be selected for the specific scope of work for which the proposal is submitted.
- Bidder's understanding of the scope of services for which it is bidding, which should include previous experience providing similar services in response to 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 Bidder, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Bidder must sign the Letter of Transmittal and must indicate the agent's title or authority (see **Exhibit J**).
- 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. Bidders shall make their own independent evaluation of the requirements of the state law. BEMC 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 BEMC. Each Bidder is responsible for visiting BEMC's website to view and obtain addenda.

D. Proof of Licenses (unlimited pages)

Bidders 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 Bidder's Business Tax Receipt (as applicable); and
- Other Proof of Specific Qualifications.

E. Price Proposal (unlimited pages)

BEMC will evaluate a Proposal's cost effectiveness based on Bidder's Price Proposal. Bidders are to provide a price proposal for each Scope of Work in which it will submit a bid, as identified in **Exhibit G** of the RFP.

F. Technical Approach (limited to ten pages)

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure, and services to be provided. The Bidder's technical approach should fully and completely demonstrate the Bidder's Proposed Management and Operations Plan related to the Services for which the Bidder is submitting a proposal. Bidders' Proposed Management and Operations Plan should specifically identify any obligations of BEMC (e.g. services and operational requirements) upon which the Plan is contingent.

G. Successful Experience and Qualification of Staff (limited to five pages plus resumes, excluding Exhibit K)

Bidders 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. Bidders 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 Bidder should so indicate rather than repeat this information twice.

1. Previous Experience

Prior experience and skill with other rural electric cooperatives are desirable. Bidders 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.

2. Qualification of Staff

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.

In addition, the Bidder shall describe its ability to handle its various contractual obligations.

3. Similar Projects and References (unlimited pages)

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

H. Resources (limited to two pages)

Bidders 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. In addition, the Bidder shall describe its ability to handle its various contractual obligations.

I. Ethics Requirement; Anti-Lobbying and Suspension/Debarment (unlimited pages)

This RFP is subject to BEMC's Policy No. 104.0, Business Ethics, Compliance and Whistle-Blower Policy. Accordingly, there are prohibitions and limitations on the activities of BEMC personnel and contractors. Bidders are highly encouraged to review Policy No. 104.0 in order to ensure compliance with the same. All Bidders shall submit a signed and notarized statement regarding conflicts of interest with their proposal on the form provided herein (**Exhibit L**).

Bidders 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 M and N**, respectively.

J. Required Forms (unlimited)

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

- Registration Form (Exhibit F)
- Price Proposal Form (Exhibit G)
- Bid Bond Form (Exhibit H)
- Authorized Signatories/Negotiators (Exhibit I)

- Similar Projects and References (Exhibit J)
- Conflict of Interest Statement (Exhibit K)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit L)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (Exhibit M)
- E-Verify Affidavit (attached hereto as Exhibit N)

XI. Representations by Submittal of Proposals

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

- (1) The person(s) designated as principal(s) of the Bidder 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 Bidder 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 BEMC and the Bidder.
- (4) By signing and submitting a proposal, Bidder certifies that Bidder 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) Bidder recognizes and agrees that BEMC will not be responsible or liable in any way for any losses that the Bidder may suffer from the disclosure or submittal of proposal information to third parties.

XII. Disclosure and Disclaimer

The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither BEMC 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 BEMC representatives or agents, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by BEMC without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to BEMC if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by BEMC that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, BEMC 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, BEMC may determine the qualifications, experience, and acceptability of any Bidder submitting a proposal in response to this RFP. Following

submission of a proposal, each Bidder 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 Bidder, including the Bidder's affiliates, officers, directors, shareholders, partners, and employees, as requested by BEMC. Any action taken by BEMC 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 BEMC, or its advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure 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.

XIII. Property of BEMC

All materials submitted in response to this RFP become the property of BEMC. BEMC 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.

XIV. Protests

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

XV. Exhibits

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

- Exhibit A Scope of Work Summary
- Exhibit B Underground Line Repair Details
- Exhibit C Right of Way Work Details
- Exhibit D Overhead Line Repair Details
- Exhibit E Streetlight Repair Details
- Exhibit F Registration Form
- Exhibit G Price Proposal Form
- Exhibit H Bid Bond Form
- Exhibit I Authorized Signatories/Negotiators
- Exhibit J Similar Projects and References Form
- Exhibit K Conflict of Interests Statement
- Exhibit L Suspension/Debarment Certification
- Exhibit M Anti-Lobbying Certification
- Exhibit N E-Verify Affidavit

END OF RFP – RFP EXHIBITS FOLLOW

Exhibit A – Scope of Work Summary

The approximate number of locations (locations may have multiple items to fix) for each of the four Scopes of Work is as follows:

- Underground – 2,898
- Right of Way – 1,505
- Overhead – 12,888
- Streetlight – 1,775

Note that the above numbers are an estimated number of locations only and may not be indicative of the actual number of locations requiring repairs. BEMC will provide the locations electronically on separate Excel Spreadsheets for each of the above Scopes of Work.

Successful Bidder will be expected to maintain all relevant documentation, including before and after pictures, through the Partner App. All payments under any resulting contract(s) will be based on Partner App documentation. BEMC will provide training on the Partner App. This training is considered to be part of the contract at no additional charge to BEMC. BEMC will also provide the electronic devices to use the Partner App throughout the project(s).

A quantity of locations may have already been repaired. There shall be no payment for these locations. These locations will need to be documented in Partner as “No work done by Hurricane Sally Contractor.”

Each bidder is responsible for taking particular care in becoming familiar with the conditions prior to submitting a bid. There may be a large variation in the work required for any particular Scope of Work. For example: a leaning pole may consist of a fiberglass streetlight pole or a three-phase pole supporting multiple pieces of equipment and heavy conductor.

Repairs (including maintenance) and replacement should be limited to discrepancies that are storm related. All work shall be done where safe to do so. Work that requires an outage shall be coordinated with BEMC Project Manager and may require customer notification of the outage and estimated outage time.

Work Specifications and Requirements

- The Successful Bidder shall use armor rods on all assemblies with suspension clamps, post insulator clamps, and all angle assemblies. Pre-formed ties are to be used on tangent pin-type assemblies.
- Compression connectors and sleeves will be Burndy, Blackburn or Homic. The Successful Bidder will need to use appropriate tool and dies. Use size WR159 only when connecting #2 ACSR and #6 SOL CU neutral to ground.
- Automatic splices are to be used for main line primary and neutral full tension conductors. A compression type sleeve shall be used to splice a reduced tension span. All other splices and connections are to be made with compression connectors.
- Bulldog type grips shall not be used for pulling guy wires.
- Any removed poles, or portions of poles, will be returned to BEMC’s pole yard in Summerdale unless directed otherwise by BEMC Project Manager. Any removal pole near energized lines,

which cannot be removed due to foreign utility attachments, shall be brought to the attention of BEMC Project Manager for instruction as to whether or not to saw off the pole.

- The bottom of all new pole holes shall be tamped or cleared with a spoon to avoid placing pole on loose dirt.
- It shall be the Successful Bidder's responsibility to verify the location of all utilities; example: Water, gas, telephone, sewerage, etc., both publicly and privately owned. Public utility telephone numbers will be available from BEMC. All liability for damages to facilities in or near work area will be the sole responsibility of the Successful Bidder.
- Splicing shall be done with the wire clean of foreign matter and the splice installed to lay straight.
- The Successful Bidder shall return materials to the BEMC's warehouse and pole yard at the designated office in Summerdale, Al. as directed by BEMC Project Manager. All returned hardware will be broken down into individual units for storage. Used wire will be hand coiled or on reels. Return time will be scheduled in advance with the warehouse superintendent.
- All equipment not reused shall be returned to BEMC. Any oil filled equipment or switch not considered reusable shall be returned to BEMC.
- The Successful Bidder shall sign for all materials issued by BEMC. The Successful Bidder will be required to reimburse BEMC for any material that cannot be accounted for at the end of each project
- Each electrical device shall have a stirrup & hot clamp installed to accommodate the hot line clamp. The cost to install the stirrup & hot line clamp shall be included in the cost to install the device. An electrical device is defined as oil filled equipment and/or line protection equipment.
- The Successful Bidder shall be responsible for checking and assuring proper phase rotation of all three-phase motors affected by the construction before and after construction.
- Any temporary measures required during the construction process shall be the responsibility of the Successful Bidder. BEMC will provide temporary materials as necessary but will not pay additional labor compensation for temporary work.
- The Successful Bidder shall install transformers and taps on the same phase(s) as they were originally installed unless otherwise specified by BEMC or Engineer.
- The right-of-way shall be left in the same condition in which it was found. All ruts and other damage shall be repaired.
- If an outage occurs while the Successful Bidder is working on a line, the Successful Bidder shall coordinate with and have approval from BEMC before the line is re-energized.
- A driven ground (M2-11) shall be installed on each primary pole. # 6 softdrawn copper is the standard grounding conductor unless otherwise specified.
- Guy wire shall be 10M alumoweld with a heavy-duty guy attachment and 4"x 4" curved washer. Preformed dead-ends are to be used at the guy attachment and anchor rod eye. The unit designation will be MISSING OR LOOSE GUY.
- All guys shall be bonded to the pole ground.
- Guy markers (E3-10) shall be installed on all guy installations.

- Anchors designated as “F1-4” on the Partner mapping system are multi-helix (3 flange) screw anchors.
- Locknuts (item “ek”) shall be used to back up all bolt nuts.
- Bolt exposure shall be restricted to two inches (2”) maximum. The Successful Bidder shall use correctly sized bolts. Bolts shall not be cut off unless approved by BEMC Project Manager. If a bolt must be cut off, the exposed metal shall be treated with a galvanizing compound.
- The successful Bidder shall use a dead-end shoe to attach the neutral wire on dead-end type pole top assemblies (item “cc”).
- The Successful Bidder shall use an angle shoe on an eyebolt to attach the neutral on C3 type suspended angle assemblies. (item “ce”).
- All underground cables at riser poles shall be clearly and permanently marked with the following information: phase, circuit, location of preceding termination or splice, locations of succeeding termination or splice. This identification tag shall be of the permanent type.
- The Successful Bidder shall not cause underground cable to exceed its minimum bending radius at any time during installation or handling of the cable.
- Visible safety barriers shall be installed around all trenches or excavation sites, which remain open at the end of a workday.
- The Successful Bidder is responsible for compacting any excavated areas, repairing roads, and replacing sidewalks/driveways, etc. If unacceptable settlement occurs, the Successful Bidder is responsible for repairs for the warranty period set forth in the contract.
- As soon as cable ends are cut, they shall be sealed with heat shrink end seals to prevent moisture entry.
- All cables including primary, secondary, services and streetlight conductors shall be clearly, permanently marked with the phase, the circuit, and the location of the preceding/succeeding termination. BEMC shall provide the tags which the Successful Bidder shall securely attach to the cable.
- The Successful Bidder is responsible for compacting any excavated areas, repairing roads, and replacing sidewalks/driveways, etc. If unacceptable settlement occurs, the Successful Bidder is responsible for repairs for the warranty period set forth in the contract.
- As soon as cable ends are cut, they shall be sealed with heat shrink end seals to prevent moisture entry.
- All cables including primary, secondary, services and streetlight conductors shall be clearly, permanently marked with the phase, the circuit, and the location of the preceding/succeeding termination. BEMC shall provide the tags which the Successful Bidder shall securely attach to the cable.

Successful Bidder Requirements

- The Successful Bidder shall clean up the work area as soon as possible and shall not leave scrap, cups, wire, paper, hardware, etc. at the work site. All trash shall be disposed of properly. The Successful Bidder shall not place any trash, scrap, or other foreign material in pole holes, anchor holes, or any work-related excavations.

- The Successful Bidder's crews and equipment shall have a presentable appearance appropriate to the site where construction is taking place.
- The Successful Bidder is responsible for construction site safety. In addition to the other safety provisions in the Contract, the Successful Bidder shall comply with OSHA REGULATION 1910.269.
- Visible safety barriers shall be installed around all trenches or excavation sites, which remain open at the end of a workday.
- The Successful Bidder shall abide by the Department of Transportation regulations and permits applicable to the Project(s) and will use traffic control signs as required by the Alabama DOT and all other Government agencies within BEMC's service area.
- Weekly progress reports (oral or written) shall be made jointly with representatives of the Successful Bidder and BEMC Project Manager.
- Successful Bidder will be allowed to work on Monday through Saturday from 7 a.m. until 6 p.m. Saturday and Sunday work may be allowed or required in emergency or special cases.
- The Successful Bidder must have the capability to establish communications with all crews at all times. The successful Bidder shall be required to have a coordinating superintendent for his crews on the job. The Successful Bidder's superintendent must have the capability to establish communication contact with BEMC via cell phone.
- Prior to acceptance of the contract, the Successful Bidder shall be required to provide an executed "Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" on the form attached.
- Prior to acceptance of the contract, the successful Bidder shall be required to provide an executed "Certification for Contracts, Loans and Cooperative Agreements" regarding lobbying activities on the attached form.

Bidder _____
(Legal Company Name)

By _____
(Name and Title)

Exhibit B – Underground Line Repair

The primary nature of this work consists of repair/replacement of underground electrical distribution facilities (i.e. equipment on pads, fibercrete pads, non-metered secondary pedestals, etc.), installation and removal of signage on the outside of the facilities, leveling of the facilities, and removal of sand on top of the facilities.

UNDERMINED EQUIPMENT ON PAD

This unit shall include the labor to fill in underneath the pad to bring it within 2.5 degrees of level. It shall also include the crushed limestone material required for the fill.

PAD MOUNT EQUIPMENT OUT OF LEVEL

This unit shall include the labor required to bring the pad to within 2.5 degrees of level. It shall also include the crushed limestone material required for the fill. If the equipment is undermined, then only the UNDERMINED unit will be paid.

BROKEN PAD

This unit consists of the labor to install a non-concrete pad and also shall include the removal and reinstallation of all devices attached to it. The soil below the pad shall be tamped and the pad shall be level. Refer to RUS Bulletin 1728F-806.

UNIT SHIFTED ON PAD

This unit shall include the labor to realign the equipment on a pad and make sure that it is secured to the pad

SECONDARY DOME REPLACEMENT

This unit consist of the labor to install/replace a fiberglass dome (approximately 19" (L) x11" (W) x15" (D)) for secondary cables. The dome shall be installed such that it is level and secure. If the dome alone can't be replaced due to a damaged tub, then the tub shall be installed/replaced as well and only the Secondary Tub and Dome Replacement unit will be paid. This unit price shall include the installation of all the appropriate signage and tagging to the Dome.

SECONDARY TUB AND DOME REPLACEMENT

This unit consist of the labor to install/replace a fiberglass tub (approximately 30"(L) x24"(W) x15"(D)) and a fiberglass dome (approximately 19"(L) x11"(W) x15"(D)) for secondary cables. The tub & dome shall be installed such that it is level and secure. The tub shall be installed to a depth that allows the tub to stand approximately 5" above final grade. This unit price shall include the installation of all the appropriate signage and tagging to the Dome.

REMOVE SAND

This unit shall include the labor to remove sand from on top of a device and on all sides out 5' to pre-storm level.

**MISSING UNDERGROUND EQUIPMENT
WARNING AND NUMBERING STICKERS**

This unit shall include the labor to install all required warning signs and numbering stickers on the outside of the equipment and the labor to remove any remnants of an old sign.

HOURLY CREW RATE

This unit shall include the hourly rate for a three-man underground crew and equipment.

Exhibit C – Right of Way

The primary nature of this work consists of removal of hazardous trees and limbs that pose a risk to power lines if damaged. Debris removal will be determined by the physical location of the sections removed.

SUCCESSFUL BIDDER MUST BE FAMILIAR WITH FEMA DOCUMENTATION REQUIREMENTS FOR THE REMOVAL OF HAZARDOUS TREES AND LIMBS.

REMOVAL OF HAZARDOUS TREES AND LIMBS

This unit consist of the labor required to remove any portion of a dead or leaning tree which could hit the power line if it fell. The portion of the tree that is cut down will be cut into 10' sections and left on the site if in a wooded area. If the tree is in a residential yard, the successful Bidder will be required to get permission from the homeowner before removing any portion of the tree and will be required to haul the debris to an approved site unless the homeowner wants the tree.

The successful Bidder must maintain all of the following documentation to support the eligibility of contracted work to remove tree limbs, branches, stumps, or trees that are still in place:

- Specifics of the immediate threat with the location (geographical coordinates in latitude, longitude) and photograph or video documentation that establishes the item is on public property;
- Quantity removed (When hazardous tree or branch removal is charged at an individual price for each limb or tree removed, FEMA requires the diameter of each item removed. For trees, it must be 4.5 feet up from the ground.);
- Equipment used to perform the work (required).

Exhibit D – Overhead Unit Repair

The primary nature of this work consists of repair/replacement of overhead electrical distribution facilities. The required work will vary for each location. Poles may need to be replaced or straightened. Material and hardware on the poles may need to be tightened, straightened, or changed out. Conductors may need to be added, re-sagged, or splices removed. Corrective action may need to be taken to correct clearance issues to meet the National Electric Safety Code. Pole tags may need to be added to pole locations to match the system maps.

POLE REPLACEMENT

This unit consists of replacing a pole with a new one and removing and reinstalling all associated equipment and hardware where possible. Equipment and hardware that must be retired and installed, such as a pole ground is included. The replacement of cracked or broken poles that are leaning or have loose hardware or missing hardware, or improperly installed equipment shall not include a charge for the leaning pole unit or the loose or missing hardware unit or the improperly installed equipment unit. This unit price shall include installation of the pole tagging.

LEANING POLE

This unit consists of straightening a pole and shall include miscellaneous back fill material and tamping if required to keep the pole straight. A leaning pole is one that appears out of vertical to the naked eye upon reasonably casual observation. Leaning poles shall be straightened “plum bob” vertical. If the correction of a leaning pole also corrects an improper ground clearance problem or an improper clearance to structure problem no charge shall be billed for the improper ground clearance problem or an improper clearance to structure problem. For example: a leaning pole may consist of a fiberglass streetlight pole or a three-phase pole supporting multiple pieces of equipment and heavy conductor.

CRACKED OR BROKEN CROSSARM

This unit consists of replacing a cross arm with a new one and removing and reinstalling all associated equipment and hardware where possible. Equipment and hardware that must be retired and installed, such as a ground wire is included. Weather checking should be disregarded except where pole integrity is compromised. In cases where integrity is compromised because of weather checks, a note on the work order sheet to that effect shall be made and brought to the attention of BEMC project manager.

CRACKED OR BROKEN CROSSARM BRACE

This unit consists of replacing a crossarm brace with a new one.

MISSING POLE GROUND	This unit consists of replacing all or part of the pole ground from the uppermost portion down through the ground rod.
MISSING OR LOOSE HARDWARE	This unit consists of tightening or replacing nuts, washers. The unit price for this unit shall only be charged where this is the only work required at the location. This means that at locations where, for example, nuts must be tightened to reinstall hardware associated with the replacement of a broken pole, this unit price does not apply and shall not be charged.
IMPROPER INSTALLATION OF EQUIPMENT	This unit consists of correcting the improper installation. If the work is accomplished tightening or replacing loose nuts or washers only the unit price for loose or missing nuts or washers shall be charged.
IMPROPER PRIMARY INSULATORS	This unit consists of replacing or otherwise correcting the installation of an insulator.
IMPROPER NEUTRAL INSULATORS	This unit consists of replacing or otherwise correcting the installation of an insulator.
IMPROPER SECONDARY INSULATORS	This unit consists of replacing or otherwise correcting the installation of an insulator.
MISSING OR LOOSE GUY	This unit consists of replacing or tightening a guy wire.
MISSING ANCHOR	This unit consists of installing an anchor.
MISSING GUY GUARD	This unit consists of installing a guy guard.
IMPROPER PRIMARY SAG	This unit consists of eliminating the improper sag but must not result in 3 or more splices in any conductor in a span.
IMPROPER NEUTRAL SAG	This unit consists of eliminating the improper sag but must not result in 3 or more splices in any conductor in a span.
IMPROPER SECONDARY SAG	This unit consists of eliminating the improper sag.
IMPROPER GROUND CLEARANCE	This unit consists of measuring the ground clearance, comparing the measurement to NESC and BEMC specifications and taking corrective action. Ground clearances that are corrected by eliminating primary or secondary sag shall not be charged under this category.
IMPROPER CLEARANCE TO STRUCTURES	This unit consists of measuring the horizontal clearance to an adjacent structure, comparing the measurement to NESC specifications, and taking corrective action.
CONDUIT RISER REPAIR	This unit consist of straightening, repairing conduit, and attaching the conduit riser to the pole using metal straps.

MISSING POLE TAGGING

This unit consists of verifying the pole number from BEMC supplied map data and replacing the missing or non-legible numbers per BEMC specification.

SPANS WITH EXCESSIVE SPLICES

This unit consists of verifying that one or more of the conductors within the back span for the given location contain more than three (3) splices and replacing the conductor(s) to eliminate the condition.

MISSING OR BROKEN LIGHTNING ARRESTER

This unit consists of replacing the lightning arrester.

BROKEN CUT-OUT

This unit consist of replacing the cut-out.

HOURLY CREW RATE

This unit shall include the hourly rate for a three-man overhead crew and equipment.

Exhibit E – Streetlight Unit Repair

The primary nature of this work consists of repair/replacement of streetlights served from both overhead and underground electrical distribution facilities. The required work will vary at each location. It is required to verify if the streetlight is working correctly prior to commencement of any work and after the work is completed. Verifying the operability of the streetlight prior to the commencement of work will determine the corrective measures to take to complete the task for each location. **TIME IS OF THE ESSENCE FOR STREETLIGHT REPAIRS. ACCORDINGLY, SUCCESSFUL BIDDER WILL BE EXPECTED TO COMPLETE WORK WITHIN SIXTY (60) DAYS OF CONTRACT EXECUTION.**

GLOBE REPLACEMENT

This unit shall include the labor required to replace a globe on an Open Bottom Streetlight or a Decorative Streetlight. Prior to replacement, it is required to verify the light is working correctly. If Streetlight is found not to be working properly, then the labor unit shall revert to the STREETLIGHT/ OUTDOOR LIGHT REPAIR UNIT. If a light can't be repaired and has to be replaced only the replacement unit will be paid. The streetlight number and pole location of each streetlight repaired must be documented.

STREETLIGHT/ OUTDOOR LIGHT

This unit shall include the labor required to repair a non-working outdoor light. This shall include the replacement of a bulb, photocell, globe, and/or any obvious wiring problem. It shall also include the labor to disconnect the light and re-connect it after repairs are made and verify that it is working correctly. If the light can't be repaired or the arm has to be replaced only the replacement unit will be paid. The streetlight number and pole location of each streetlight repaired must be documented.

REPAIR

This unit shall include the labor required to repair a non-working outdoor light. This shall include the replacement of a bulb, photocell, globe, and/or any obvious wiring problem. It shall also include the labor to disconnect the light and re-connect it after repairs are made and verify that it is working correctly. If the light can't be repaired or the arm has to be replaced only the replacement unit will be paid. The streetlight number and pole location of each streetlight repaired must be documented.

LED 50

This unit includes the labor to replace an Open Bottom Streetlight with 50 watt LED or install a 50 watt LED on an existing arm or on a new 2' or 4' arm and make all wiring connections to the light and to a transformer or secondary on the pole and verify

	that it works.
HPS 150A	This unit includes the labor to install and make wiring connection for a 150-watt Acorn decorative fixture.
HPS 150T	This unit includes the labor to install and make wiring connection for a 150-watt Traditionaire decorative fixture.
SL-POLE-A	This unit includes the labor to install an 18-foot aluminum streetlight pole and shall include pulling the 12-2 wire in the pole and making connections in the pole and secondary enclosure or transformer in which the wire terminates. This unit price shall include installation of the pole number.
HPS-250	This unit includes the labor to install a 250 watt HPS Cobra head, Cut-off style, or other decorative streetlight on an existing arm or with a new 4' arm and make all wiring connections to the light and to a transformer or secondary on the pole and verify that it works.
HPS-250-X	This unit includes the labor to install a 250 watt HPS Cobra head or Cut-off style streetlight and a 10,12, or 16 foot arm (the "X" identifies the arm length) and pull 12-2 wire and make all wiring connections to the light and to a transformer or secondary cable on the pole and verify that it works.
HPS-400	This unit includes the labor to install a 400 watt HPS Cobra head, Cut-off style, Open bottom or Flood type streetlight on an existing arm or with a new 4' arm and make all wiring connections to the light and to a transformer or secondary on the pole and verify that it works.
UM9	This unit includes the labor to install a UM9 secondary streetlight enclosure.
6UGD	This unit shall include the installation of #6 aluminum underground duplex conductor used as secondary conductor.
Install Number	This unit shall include the labor to make a pole or streetlight number tag and attach it to the pole. This will only be required at locations that require a streetlight replacement or repair. If two tags are required at one pole two units will be paid.
Hourly Crew Rate	This shall include the hourly labor rate for a two-man crew and a bucket truck.

Exhibit F - Registration Form

Bidders that complete and return this form to BEMC prior to **2:30 PM CST, August 5, 2021, will be notified of the issuance of any addenda to this RFP.** However, it is the responsibility of each Bidder to ensure its receipt of all addenda regardless of registration.

Name of Bidder: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ E-Mail Address: _____

Forms should be submitted to:

BEMC
ATTENTION: Brian Seals
P.O. Box 220
19600 State Highway 59
Summerdale, Alabama 36580
E-mail: Brian.seals@baldwinemc.com

Exhibit G – Price Proposal Form

BIDDERS MUST COMPLETE A PRICE PROPOSAL FORM FOR EVERY SCOPE OF WORK IN WHICH IT IS SUBMITTING A PROPOSAL. FAILURE TO SUBMIT THIS PRICE PROPOSAL FORM WITH A SUBMITTED PROPOSAL WILL RESULT IN DISQUALIFICATION.

Bidders understand and agree that the quantities called for in this RFP are approximate and that the total number of units upon which payment shall be made as set forth in the Contract. If BEMC changes the quantity of any unit or units specified in Bidder's Proposal by more than fifteen percent (15%) and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in the Proposal to the revised quantity of such unit or units, the successful Bidder will be entitled to additional compensation as agreed to by the parties.

Bidders agree that BEMC will furnish the materials needed to perform each respective scope of work. The Successful Bidder will purchase other materials and equipment (other than BEMC Furnished Materials), if any, outright and not subject to any conditional sales agreements, bailment, lease, or other agreement reserving unto the seller any right, title, or interest therein. All such materials and equipment shall be new and shall become the property of BEMC when erected in place.

Exhibit G – Price Proposal Form (Continued)

2021 Hurricane Sally Repair - Underground Units Labor

Unit No.	Number of Units	Unit Prices	Extended Price
Undermined Equipment on Pad	177		
Pad Mount Equipment out of Level	280		
Broken Pad	81		
Unit Shifted on Pad	208		
Secondary Dome Replacement	210		
Secondary Tub and Dome Replacement	5		
Remove Sand from Unit	425		
Missing Underground Equipment Warning and Numbering Stickers	1721		
Hourly Crew Rate	100		

**TOTAL UG
UNITS**

Exhibit G – Price Proposal Form (Continued)

2021 Hurricane Sally Repair - Right of Way Units

Labor

Unit No.	Labor Number of Units	Unit Prices	Extended Price
Removal of hazardous limbs and trees	1505		

TOTAL ROW UNITS

Exhibit G – Price Proposal Form (Continued)

2021 Hurricane Sally Repair - Overhead Units

Unit No.	Number of Units	Labor Unit Prices	Extended Price
Pole Replacement	942		
Leaning poles	3165		
Cracked or broken X-arm	43		
Cracked or broken X-arm brace	35		
Missing pole grounds	1115		
Missing or loose hardware	10		
Improper Primary Insulators	115		
Improper Neutral Insulators	14		
Improper Secondary Insulators	24		
Missing or loose guys	836		
Missing anchors	73		
Missing guy guards	417		
Improper primary sag	240		
Improper neutral sag	136		
Improper secondary sag	947		
Improper ground clearance	36		
Improper clearance to structure	25		
Conduit Riser Repair	1260		
Missing pole tagging	4812		
Spans with Excessive splices	795		
Missing or Broken lightning arrester	217		
Broken cut-out	9		
Missing Pole Caps	941		
Hourly Crew Rate	100		

x

TOTAL OVERHEAD UNITS

Exhibit G – Price Proposal Form (Continued)

2021 Hurricane Sally Repair - Street Light Units

Unit No.	Number of Units	Labor Unit Prices	Extended Price
Globe Replacement	934		
Streetlight/ Outdoor Light Repair	711		
LED 50	95		
HPS 150A	9		
HPS 150T	3		
SL-Pole-A	12		
HPS-250	12		
HPS-250-X	9		
HPS-400	2		
UM9	10		
6UGD	1000		
Install Number	40		
Hourly Crew Rate	100		

x

**TOTAL STREETLIGHT
UNITS**

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Exhibit H – Bid Bond Form⁴

- (1) KNOW ALL PERSONS that we, _____, as Principal, and _____, Surety, are held and firmly bound unto _____ (hereafter called the "Owner") in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to exceed _____ dollars (\$____), as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;
- (2) WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service project known as _____.
- (3) NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the Principal and
- the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the bid, or
 - in the event of the failure of the Principal to execute such contract documents, if any, and give such Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the project, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of __, 20____.

(Seal)

Principle

ATTEST:

By

Secretary

Title

⁴ ACCORDING TO THE PAPERWORK REDUCTION ACT OF 1995, AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO, A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER. THE VALID OMB CONTROL NUMBER FOR THIS INFORMATION COLLECTION IS 0572-0107. THE TIME REQUIRED TO COMPLETE THIS INFORMATION COLLECTION IS ESTIMATED TO AVERAGE 1 MINUTE PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION.

(Seal)

Surety

ATTEST:

By

Secretary

Title

Exhibit I - Authorized Signatories/Negotiators

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

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

Company Name

Authorized Signature

Name (Print or Type)

Title

The Bidder 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: _____

By signing and submitting this Exhibit along with a proposal, Bidder confirms the proposed prices submitted herein and agrees to honor said prices and comply with all other required terms and conditions if the Bidder is selected for a contract award.

Exhibit J - Similar Projects and References Form

List three similar projects successfully completed in the past five years by the Bidder, preferably with the same Key Personnel identified in Bidder'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)

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 K - Conflict/Non-Conflict of Interest Statement

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 L - Certification Regarding Debarment, Suspension and Other Responsibility Matters

INSTRUCTIONS FOR CERTIFICATION

- (1) By signing and submitting this proposal, the BIDDER (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 M - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

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.

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

BIDDER Name

Signature of Bidder's Authorized Official

Name and Title of Bidder's Authorized Official

Date

Exhibit N - Affidavit of Immigration Compliance

STATE OF

COUNTY OF

- (1) My name is _____ (print name). I am over the age of twenty-one (21) and competent to testify on the matters set forth herein. I am employed as _____ (print title) with _____ (print COMPANY name) who is a contractor, subcontractor, supplier, service provider or vendor with employees in the State of Alabama. In that capacity, I have personal knowledge of the facts stated in this Affidavit and a good faith belief that the Company is in compliance with the Immigration Reform and Control Act of 1986 and Beason-Hammon Alabama Taxpayer and Citizen Protection Act (hereinafter the "Act"). This Affidavit is given in connection with a good faith effort immigration compliance self-review or an independent outside review, in accordance with the Immigration Reform and Control Act of 1986, of the Company's immigration compliance.
- (2) The Company has not and does not knowingly employ, hire for employment or continue to employ any unauthorized aliens. Further, the Company has no reason to believe that it employed, hired for employment, or continues to employ any unauthorized aliens. The Company hereby certifies that it has made a good faith effort in accordance with the Immigration Reform and Control Act of 1986 to verify the employment eligibility and identity of all current employees.
- (3) The Company hereby certifies it is presently enrolled in the E-Verify Program and shall verify every employee that is required to be verified according to the Immigration Reform and Control Act of 1986 and the Act. Attached to this Affidavit is the E-Verify Program for Employment Verification Memorandum of Understanding establishing that the Company is enrolled in the E-Verify Program.
- (4) The Company has, in good faith, complied with the Act with respect to verifying that it has a correctly completed I-9 for each of its current employee s and it is in compliance with the Immigration Reform and Control Act of 1986, as well as all other provision of the Act.
- (5) The Company affirms that it is providing written notice to its contractors, subcontractors, suppliers, service providers or vendors (hereinafter referred to as "Subcontractors", who are in any manner involved with the Company's Projects or Contracts in the State of Alabama, of their immigration compliance obligations and will obtain from each Subcontractor and retain in its files, an Affidavit of Immigration Compliance with the attached E-Verify Program for Employment Verification Memorandum of Understanding establishing that the Subcontractor is enrolled in the E-Verify Program. If requested, the Company will make a copy of each Subcontractor Affidavit of Immigration Compliance available, or as may be required in any audit of the immigration compliance efforts of the Company.

I have read the above AFFIDAVIT OF IMMIGRATION COMPLIANCE and it is true and correct to the best of my knowledge.

_____ (sign name)

_____ (print name)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, Notary Public in and for said County in said State, hereby certify that

_____ (print name), who serves in the position of

_____ (print title) for

_____ (print Company name) has signed the foregoing instrument

and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and with full authority, did execute the same voluntarily for and as the act of the said

_____ (print Company name).

Signature and Seal

My Commission Expires: _____