



Gulf Coast Electric Cooperative

A Touchstone Energy® Cooperative 

GULF COAST ELECTRIC COOPERATIVE INC.

722 WEST HIGHWAY 22
WEWAHITCHKA, FL 32465

REQUEST FOR PROPOSALS (RFP) No. 202201
SERVICES CONTRACT FOR POWER LINE RIGHT-OF-WAY CLEARING

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I. INTRODUCTION

Gulf Coast Electric Cooperative, Inc. (GCEC) is a member-owned electric cooperative that provides electric service to areas of the Florida panhandle that historically have been underserved or unserved by other utilities. GCEC is seeking proposals from bidders for the overhead line right-of-way clearing services as described in **Exhibit A**. Contractor will work under the direction of GCEC. Services will be based on the requirements below and the general terms and conditions set forth in a Services Agreement (“Agreement”).

Gulf Coast Electric Cooperative, Inc. owns and operates approximately 2,181 miles of overhead and 451 miles of underground electrical distribution lines. GCEC strives to clear all of the right-of-way (ROW) on a five-year cycle. Presently, GCEC is on a definitive five-year program. GCEC’s line construction specifications are to clear thirty (30) foot width, “from ground to sky”. GCEC utilizes in-house ROW crews for clear-cut ROW maintenance program.

GCEC requires the services described in **Exhibit A**, which include both regular maintenance and emergency disaster-related services.

II. SCOPE OF WORK

A detailed scope of work is provided in **Exhibit A**.

The scope of work covered under this RFP may be funded, in whole or in part, by federal grant funding including but not necessarily limited to grants provided by the Federal Emergency Management Agency (“FEMA”) under Catalog of Federal Domestic Assistance Numbers 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters), 97.039, Hazard Mitigation Grant, or both. Respondents must therefore be familiar with the grant programs established by FEMA and the respective rules and requirements applicable thereto. The Contractor will be required to comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements. Funding for the project under any available federal grants is contingent on strict conformance to the guidelines set forth by applicable state and federal guidelines, including regulations found in 2 C.F.R. Part 200.

III. PROPOSAL DEADLINE/DELIVERY

All proposals in response to this RFP must be received by GCEC, in accordance with the submission instructions provided herein, on or before 12:00 PM (central time) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	March 7, 2022
All inquiries must be submitted by:	March 11, at 4:00 PM CT
Responses to inquiries, if any, issued by:	March 18, at 4:00 PM CT

All proposals due on:

March 31, at 12:00 PM CT

Anticipated date of award:

April 19, 2022

NOTE: The selected Respondent will be required to report to GCEC’s Headquarters office located at 722 West Highway 22, Wewahitchka, FL 32465, no later than May 2, 2022 at 8:00 AM central time.

This schedule is subject to change in the sole discretion of GCEC. All times indicated are in the Central time zone.

IV. GENERAL INSTRUCTIONS

Submittal Instructions

Respondents shall submit **one electronic PDF proposal** to Gayla Burge at gburge@gcec.com. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number. Any requirements in the RFP that cannot be met must be so indicated in the proposal. Respondents must respond to the entire RFP. **If a price proposal form is provided in Microsoft Excel format, Respondent shall return its completed price proposal form in Microsoft Excel format, in addition to the remaining portions of its response to this RFP in PDF format.**

Timeliness

Respondent(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. If more than one e-mail containing a PDF proposal is provided by the same Respondent, the latest received proposal prior to the deadline will be considered the Respondent’s final response. Respondents remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. GCEC assumes no responsibility for any Proposal not received, regardless of the reason for the delay. GCEC will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call GCEC’s office to confirm receipt if a courtesy confirmation is not received via e-mail. **Late proposals or proposals submitted in any other form than identified above may be rejected in GCEC’s sole discretion.**

Requests/Questions

Any bidders interested in this RFP should send an email to Gayla Burge, at gburge@gcec.com. All inquiries, requests for additional information and questions should also be submitted electronically to Mrs. Burge using this email address and must be submitted no later than inquiry deadline listed above. For all communications regarding this RFP, the message must include the RFP number in the subject line. Responses to any inquiries received, if any, will be distributed to all bidders who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above. Under no circumstances may a Respondent contact any other GCEC

employee or agent concerning this RFP until after award unless written consent or instruction is provided to do so. Any such contact may result in disqualification.

GCEC will endeavor to notify any potential Respondents who have expressed interest in this RFP of any changes in the specifications contained within this RFP, however potential Respondents are responsible for monitoring GCEC's website, where updates and changes will be posted. GCEC is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry submittal deadline listed above.

No oral interpretations will be made by GCEC to any respondents as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not bind GCEC. Only information supplied by GCEC in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Respondent prior to submission of any proposal to ensure all RFP documentation has been received.

Warranty

Each Respondent shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP.

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of GCEC or any other person shall not affect the risks or obligations assumed by the Respondent/Contractor or relieve the Respondent/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by Respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Respondent will take all necessary action, at Respondent's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Respondent of the conditions contained in this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

Basis of Contract Award

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of GCEC using the evaluation criteria described below. GCEC reserves the right to make one award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents, in GCEC's sole discretion, the most advantageous Proposal to GCEC and best overall value to GCEC, price and other factors being considered. **GCEC reserves the right to reject all offers or to award the contract to other than the lowest priced offeror.**

Cancellation/Rejection

GCEC may cancel this RFP, or reject in whole or in part, when it is in the best interests of GCEC, in GCEC's sole discretion. Notice of cancellation shall be sent to each Respondent that has expressed interest in this RFP pursuant to the instructions provided herein. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

When it deems doing so is in its best interest, GCEC reserves the right to reject any or all Proposals, select and award any portion of any or all Proposal items, and waive minor informalities and irregularities in any Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines, and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

Licenses

Respondent shall be properly licensed for the appropriate work specified in this RFP. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above may result in the rejection of the Proposal as nonresponsive.

Insurance Requirements

Applicable insurance requirements are provided in **Exhibit F**, Insurance Requirements.

Confidentiality

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that this RFP and any communications with respect to it, including but not limited to submitted Proposals, may be considered within the public domain by virtue of GCEC's intent to submit the resulting costs to various grant programs for Federal and/or State reimbursement. Respondents should therefore identify specifically any information contained in their Proposal which they consider

confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Affirmative Steps

The Respondent will be the primary service provider and shall be responsible for all work performed and Contract deliverables. If any portion of the Contract is to be let to subcontractors, proposed use of subcontracts should be included in the Respondent's Proposal. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by GCEC. As the scope of work under this contract will be funded in whole or in part using FEMA grant funding, pursuant to 2 C.F.R. § 200.321, if subcontracts are let, the Respondent/Contractor must take the following affirmative steps to solicit disadvantaged firms:

- (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.

GCEC reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

Protests

Any award by GCEC of the Contract as contemplated by this RFP to a Respondent shall be final and not subject to further challenge or protest.

Withdrawal of Proposal

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals.

V. PROPOSAL FORMAT AND EVALUATION CRITERIA

To receive consideration, Proposals shall be made on the forms provided, properly executed and with all items filled out. Each submission must include a cover letter, executive summary, signed submittal form, general company information, key personnel, and any other applicable or required documentation, as explained below.

Tab I: Cover Letter / Executive Summary (Pass/Fail)

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the respondent in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed. Provide general company information, including the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, fax number, and the name(s), telephone number(s), and e-mail address(es) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Respondent's certification that the Respondent will accept any awards as a result of this RFP.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFP technical requirements. Identify the key personnel that will be committed to the project.

Tab II: Respondent's Qualifications (20 points/8 Page Limit)

- Provide an overview of the Respondent's history, capability, and business ability relative to GCEC's requirements. Include information on organizational structure.
- Describe your company's qualifications in providing disaster recovery and specifically FEMA reimbursed services and any prior work performed for electric cooperative or municipal power entities. Include any special expertise which your company has in working with FEMA or the Florida Division of Emergency Management (FDEM).

Tab III: Specialized Expertise of Team Members (15 points/8 Page Limit)

- Provide a list of individuals who will be assigned (on site) to the service engagement with GCEC and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the company's engagements in the last ten years.
- Identify the primary contact who will be actively engaged in servicing the account and identify the current client workload of this individual, including the locations of other clients. If lead project staff members are to be changed, request must be made in writing and pre-approved by GCEC.

- Provide the number of employees who would be available during normal business times versus during time of emergency or disaster. Describe if your employees are full time employees or contracted employees.
- Describe the experience your employees have in handling the documentation required for receiving FEMA or other Federal or State grant reimbursement.
- Describe the training that your employees have had regarding FEMA and FDEM grant rules and guidelines, State pass-through grant rules for reimbursement, and any related training.

Tab IV: Technical Approach (20 points/8 Page Limit)

- Provide a description of the company's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.
- Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.

Tab V: Cost of Services to GCEC (30 points/5 Page Limit)

- Instructions for providing a cost or price proposal are provided in **Exhibit B**, Price Proposal Form. Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by GCEC.
- Provide examples (if any) where you have recovered all or part of your fees from FEMA.

Tab VI: References (15 points)

In order for the Respondent to be awarded any points for this tab, Respondent must submit three references from clients whose projects are of a similar nature to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, e-mail address, and telephone number.
- Client contact reference name, e-mail address, and current telephone number.
- Description of services provided.
- Time period of the project or contract; briefly describe if project met or exceeded the schedule outlined. If it did not meet the schedule outlined, explain why.
- Dollar value of project; briefly describe if the completed project met, or came under budget.

Tab VII: Acceptance of Conditions (Pass/Fail)

Indicate any exceptions to the terms and conditions of the RFP, to insurance requirements, or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Respondent may result in evaluation point deduction(s) and/or exclusion of proposal for Evaluation Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of GCEC.

Tab VIII: Required Forms (Pass/Fail)

- Exhibit B: Price Proposal Form
- Exhibit C: Qualification Questionnaire
- Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Exhibit E: Certification Regarding Lobbying

Summary of Evaluation Criteria

Criteria	Points
Cover Letter / Executive Summary	Pass/Fail
Respondent’s Qualifications	20
Specialized Expertise of Team Members	15
Technical Approach	20
Cost of Services to GCEC	30
References	15
Acceptance of Conditions	Pass/Fail
Required Forms	Pass/Fail

VI. SELECTION

Representatives from GCEC will review the Proposals for completeness. Those Proposals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

The Evaluation Committee may consist of three 3 or more members. GCEC or designee shall determine the Evaluation Committee that will best serve the needs of GCEC.

Evaluation

Only Proposals received by GCEC in accordance with the requirements and deadlines provided shall be evaluated. The ranking of proposals shall be based upon the points awarded in the scoring process utilizing the evaluation criteria in this RFP.

The best-qualified Respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet.

Presentation/Interviews

The Evaluation Committee may choose to conduct formal presentations/interviews with any or all Respondents prior to making an Award.

VII. AGREEMENT

The successful bidder shall be prepared to immediately enter into contract negotiations with GCEC, and must at that time deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by GCEC before the successful Respondent may proceed with the work.

GCEC's intent is to negotiate an agreement with the successful bidder for a term of **not more than** five years. The length of the Contract Period may be shorter and is in the sole discretion of GCEC. Prices shall remain firm for the entire Contract Period. Additional items/services related to those described in **Exhibit A** may be added to the resultant Contract, in compliance with applicable State and federal regulations.

The contract will contain the provisions required by 2 C.F.R. § 200.327 and FEMA guidance. More information on these provisions is available here: https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf.

Exhibit A: Scope of Work

GCEC is requesting proposals from qualified respondents capable of furnishing all materials, equipment, machinery, tools, labor, transportation and other means required to clear the rights-of-way for Gulf Coast Electric Cooperative in strict accordance with the Specifications and Drawings therefore, attached hereto and made part hereof, for the prices hereinafter stated.

This Contract will be for a period of one-year but may be extended up to an additional one-year period at the sole discretion of GCEC in writing no later than thirty days prior to the end of the term all on the same price and conditions as stated in the agreement for the initial term.

Contractor's proposed per-mile pricing will apply to regular right-of-way clearing and will remain the same for the one-year period this Contract covers and for any extension.

Contractor's proposed hourly rate pricing will apply to emergency disaster-related right-of-way clearing and will remain the same for the one-year period this Contract covers and for any extension.

Description of Contract: The Contract shall consist of the Agreement, including the Specifications and Drawings attached hereto, and the Contractor's Proposal.

Description of Project: The Project for 2022 will consist of approximately 257.68 miles of right-of-way re-clearing. The Project is located within the Cooperative service territory in Florida and consists of:

<u>Substation</u>	<u>Miles</u>
Bayou George North	140.19
Bayou George South	53.71
Ebro	63.78

Project Drawings: Maps of the Project site can be found at <https://arcg.is/PGvKO>. The Contractor shall make careful examination of the Project site and of the Project Specifications so as to become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required for undertaking and completing the Project.

Project Specifications:

- a) Prepare the right-of-way by removing and trimming trees so that the right-of-way shall be cleared from ground to sky including mulching or removing all debris. In areas where larger equipment is not applicable, the Contractor will utilize bucket trucks to cut the necessary right-of-way to eliminate hot spots.

- b) The Contractor will cut around all guys and guy poles.
- c) Cut/trim the entire width of the right-of-way (minimum fifteen feet from the center conductor or the existing right-of-way edge, whichever is greater for all Primary conductors.
- d) Perform all trimming, both initial and re-trimming, in accordance with the best recognized and approved principles of modern arboriculture following the standards as outlined in ANSI Standards Z-133 and A-300.
- e) Cut all existing right-of-way as close to the ground line as the topography and type of soil will allow, with a maximum remaining height of four inches for brush stubs and two inches for tree stumps, unless otherwise specified by Cooperative.
- f) Perform all trimming to assure the maximum clearance and with due regard to the rights and interest of the property owner and the public. The Contractor shall supply an exception report to the Cooperative stating the reasons for the exceptions. All exceptions must be approved by the Cooperative.
- g) Exercise extreme care when cutting brush or trees that are close to or touching conductors to prevent breaking the conductors or cause the conductors to come in to contact with each other or otherwise cause an interruption of electrical service. If any such trouble should result, the Contractor shall notify the Cooperative of the location of such trouble immediately.
- h) Trim all vegetation near primary voltage conductors to provide the minimum distance of horizontal clearance on each side of the centerline of the right-of-way as specified by the Cooperative.
- i) Remove trees adjacent to the cleared right-of-way (Danger Trees) which constitute a hazard to the overhead lines or structure wires (i.e., dead, leaning, or diseased.)
- j) Remove dead trees beyond the right-of-way which would strike the line in falling. Leaning trees beyond the right-of-way which would strike the line in falling and which would require topping if not removed may be removed or topped.
- k) Cut and remove trees growing in fences at fence top level.
- l) Cut and remove any vine growing on any pole, cross arm, guy wire or conductor to ground level.
- m) Handle all brush and debris in such a manner as to avoid obstructing roads, paths, or waterways.

- n) Remove or chip and remove all brush and debris from the work site within 72 hours after cutting to an appropriate dumpsite. Debris will not be left in member's yard overnight without express permission from the property owner.
- o) Eliminate weak, diseased, and dead limbs above the conductors which may fall or blow into the conductors.
- p) Eliminate the possibility of livestock being poisoned by eating the brush or leaves of wild cherry or other plants which may cause illness to livestock.
- q) Make an effort to regain and improve the quality of the clearance secured at the last trimming.
- r) Spray, as specified by Owner, stumps three inches in diameter and larger.

Emergency Disaster-Related ROW Clearing Services

The general work to be undertaken includes the following:

- Debris shall be removed from GCEC's utility facilities to abate imminent and/or significant threats to the public health and safety of the community; and to allow employees to access safely and adequately the electric distribution system for maintenance and power restoration.
- Debris includes any vegetative debris that is within GCEC's ROW (examples included but not limited to: vines, trees, tree branches, and/or tree stumps).
- Where cut-and-drop services are requested, all cleared debris not to be mulched in place shall be placed neatly on the ground in piles where cut, accessible to a debris hauler. Mulched debris shall be left in the ROW to compost into the ground. Contractor shall place debris in a way that permits ingress and egress from the area. Debris piles shall not create a safety hazard or otherwise increase the danger to the public health and safety.
- Broken Limb or Branch Removal – Contractor shall remove broken limbs or branches that pose an immediate threat. If the work is being performed on a unit price basis (per tree), then contractor shall only charge unit prices to remove broken limbs or branches that are 2 inches or larger in diameter measured at the point of break. GPS longitude and latitude coordinates are required for reimbursement by FEMA.
- Tree Stumps – Contractor shall remove hazardous stumps that are within the ROW. If the work is being performed on a unit price basis (per stump), then extracted stumps shall be inspected and categorized by size by GCEC or its debris monitor. GPS longitude and latitude coordinates are required for reimbursement by FEMA.
- Tree Removal – Contractor shall remove incident-damaged trees that present a hazard because they have a split trunk, broken canopy, or are leaning at an angle greater than 30 degrees and interfere with

the electrical distribution or transmission lines or potentially will interfere due to their hazardous condition. GPS longitude and latitude coordinates are required for reimbursement by FEMA.

- Fill Dirt – Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of stumps, and other areas that pose a hazard to public access or property owner access upon direction of GCEC.
- Canals, Streams, and Conservation Areas – Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways.

If GCEC requests cut-and-drop services only, such services will be compensated on an hourly rate basis, except that hazardous tree work (see below) may be compensated on a per tree or per stump basis.

Contractors will be required to document all work performed to substantiate time spent, including a daily log describing the work performed, by whom, the location with GPS coordinates or mile markers, and before and after photographs for each conductor span cleared.

Removal of Hazardous Trees, Limbs, and Stumps

GCEC may request removal of hazardous trees, limbs, and stumps on unit cost basis (per tree or per stump). Removal of hazardous trees, limbs, and stumps must be performed in accordance with applicable FEMA guidelines. The following guidelines are provided for reference only. Contractor will be required to comply with the guidelines in the latest-issued version of FEMA's Public Assistance Program and Policy Guide, or other applicable guidance:

Broken Limb or Branch Removal

Hazardous limb or branch removal required as a result of a disaster may be funded by FEMA on a per tree basis. FEMA will reimburse the cost to remove broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat. Only the minimum cut necessary to remove the hazard is eligible for FEMA funding. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction. Removal of broken limbs or branches that may be FEMA-eligible must be well documented.

Hazardous Trees

Tree removal required as a result of a disaster may be funded by FEMA on a per tree basis. FEMA considers incident-damaged trees to be hazardous and eligible for reimbursement if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible for reimbursement. For removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. The cost to fill the root-ball hole will be included in the per-tree unit price. For trees that have less than 50 percent of the root-ball exposed,

FEMA only provides funding to flush cut the item at ground level and dispose of the cut portion, without grinding. These trees will be cut in a manner to be piled with regular vegetative debris.

Stump Grinding

Stump grinding required as a result of a disaster may be funded by FEMA on a per stump basis. FEMA has specific criteria which must be met in order for related costs to be eligible. Contractor must be familiar with and adhere to FEMA's criteria. FEMA only reimburses contracted costs charged on a per stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

FEMA requires per stump pricing to include extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides funding to flush cut the stump at ground level and dispose of the cut portion, without grinding. These stumps, stumps smaller than 2 feet in diameter, or stumps of any size that do not require extraction, will be piled with regular vegetative debris.

Documentation Requirements

FEMA requires the following documentation to support the costs of removing tree limbs, branches, stumps, or trees still in place. These include:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation establishes the item is on GCEC property;
- Diameter of each item removed (measurement must be 2 feet up the trunk for stumps; 4.5 feet up for trees; and at the point of break for limbs and branches);
- Quantity of material to fill root-ball holes; and,
- Equipment used to perform the work.

Contractor must document the hazardous nature of tree limbs, branches, stumps, or trees still in place with photographs that can be identified by location. These tasks may be performed in conjunction with GCEC's debris monitoring contractor. GCEC reserves the right to immediately terminate a work request if Contractor and/or any subcontractor fails to provide service in accordance to guidelines set forth by FEMA.

Exhibit C: Qualification Questionnaire

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. GCEC reserves the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a contractor to receive an award of a contract.

Identity of Contractor

- A. Contractor’s full legal name: _____
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”), and Social Security Number (“SSN”), as applicable: _____
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): _____

If the Contractor is a Joint Venture or Partnership, please list all partner companies and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name: _____
TIN, EIN, or SSN: _____
DUNS #: _____ Percentage of Ownership: _____

(2) Partner/Party Name: _____
TIN, EIN, or SSN: _____
DUNS #: _____ Percentage of Ownership: _____

- D. State or country under whose laws the Contractor is organized and year organized: _____

- E. Number of Employees: Company-wide _____ Local office _____

- F. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN or EIN listed in Part I.B., above? If so, provide the prior identifying information. _____

G. Contractor’s mailing address: _____

H. Contractor’s street address (complete only if different than Part I.G.): _____

I. Has the Contractor changed in address in the past five (5) years and, if so, what was the company’s prior address(es)? _____

J. Contractor’s telephone number: _____ Fax number: _____
E-mail address: _____

K. List each person or legal entity which has a 10% or more ownership or control interest in Contractor.

L. List the name and title of each director and principal officer of Contractor:

Identify of Person Completing this Questionnaire

A. Name: _____
B. Employer/Title: _____
C. Telephone number: _____ Fax number: _____
D. E-mail address: _____ Mobile number: _____

Contractor Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Contractor signs this form, the Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, the Contractor represents that the following statements are complete and accurate.

The following questions apply to (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

Please check this box if a separate sheet is attached:

(1) Within the past five (5) years, has Contractor been declared not responsible to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(3) Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause on a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Contractor’s default or in lieu of declaring Contractor in default?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(7) Within the past (5) years, have Contractor’s safety practices/procedures ben evaluated and ruled as less than satisfactory by a public or private entity?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(8) Has Contractor’s Workers’ Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five (5) years? If yes, please explain.	<input type="checkbox"/> No	<input type="checkbox"/> Yes

(9) Within the past five (5) years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?	<input type="checkbox"/> No <input type="checkbox"/> Yes
(10) Within the past five (5) years, has the Contractor been accused of violating prevailing wage laws, regulations, or executive orders?	<input type="checkbox"/> No <input type="checkbox"/> Yes

Questions Which Must Be Answered by “Yes” or “No”

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other company which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor? (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten (10) years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct.	<input type="checkbox"/> No <input type="checkbox"/> Yes
(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity.	<input type="checkbox"/> No <input type="checkbox"/> Yes
(3) Has within a ten (10) year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	<input type="checkbox"/> No <input type="checkbox"/> Yes
In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?	<input type="checkbox"/> No <input type="checkbox"/> Yes
In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?	<input type="checkbox"/> No <input type="checkbox"/> Yes

In the past five (5) years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?	<input type="checkbox"/> No <input type="checkbox"/> Yes
During the past five (5) years, has the Contractor failed to file any applicable federal, state, or local tax return?	<input type="checkbox"/> No <input type="checkbox"/> Yes

Background

A. Indicate if your business qualifies as one of the following:

- | | |
|---|---|
| <input type="checkbox"/> Small Business Enterprise | <input type="checkbox"/> Women’s Business Enterprise |
| <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> Labor Surplus Area Firm ¹ |

B. List any licenses your company holds. Attach a separate sheet if necessary.

Insurance Information

A. Worker’s Compensation Carrier: _____

Policy Expiration Date: _____

B. CGL Carrier: _____

Policy Expiration Date: _____

Address: _____

Telephone: _____ Contact Name: _____

C. Other Carrier: _____

Coverages: _____

Policy Expiration Date: _____

Address: _____

Telephone: _____ Contact Name: _____

¹ A list of labor surplus areas is available at <https://www.doleta.gov/programs/lisa.cfm>.

Affidavit and Acknowledgement

STATE OF _____)

COUNTY OF _____)

On the _____ day of 20____, before me personally came and appeared _____

by me known to be said person, who swore under oath as follows:

1. I am _____ (print name), _____ (print title) of
_____ (print name of company).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said company and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Qualification Questionnaire and the representations set forth in this questionnaire, including any attachments, are true, accurate, and complete. I authorize GCEC to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the Qualification Questionnaire includes provisions which are deemed included in the contract if awarded to the company.

Signature

Sworn to and subscribed to before me

this ____ day of _____, 20____

(Notary Public)

Notary Public _____ County

My commissions expires: _____

**Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
Exclusion—Lower-Tier Covered Transactions**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency

investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing and submitting this proposal or agreement, 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 whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has 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 meanings 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 signing or certifying and submitting this proposal or agreement 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 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 signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 non-procurement list.
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 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, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are 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.

Contractor Name

Contract Number

Name

Title

Signature

Date

Exhibit E: 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.

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 F: Insurance Requirements

Prior to execution of a contract awarded under this RFP, the selected Respondent shall submit one original certificate of insurance, signed by an authorized representative of the insurance company, stating complete compliance with the following specifications. Notwithstanding any other provision of this RFP or the contract, GCEC shall have no obligation to execute a contract or make any payment to the selected Respondent until all insurance requirements are met. The Certificate of Insurance shall be provided to:

**GULF COAST ELECTRIC COOPERATIVE, INC.
722 WEST HIGHWAY 22
WEWAHITCHKA, FL 32465**

Contractor’s insurance shall be written for the following types and limits and shall be maintained, at their expense, for the life of the Contract.

A. Workers’ Compensation & Employer’s Liability

1. Coverage A – Statutory

2. Coverage B – Employer’s Liability

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee

3. Waiver of Subrogation in favor of Gulf Coast Electric Cooperative where permitted by law.

B. Commercial General Liability

1. Combined Single Limit \$ 1,000,000 Each Occurrence
 \$ 2,000,000 Aggregate

2. Coverage Required: Premises-Operations; Explosion; Collapse Underground; Products/Completed Operations; Independent Contractors; Blanket Contractual Liability; Broad Form Property Damage; Personal Injury Liability

3. Coverage shall include per project aggregate endorsement.

4. Primary Additional Insurance: The following wording must appear on the certificate. We will not accept an endorsement attached to the certificate.

GULF COAST ELECTRIC COOPERATIVE, INC. and UNITED STATES OF AMERICA are additional insureds under Contractor's general liability policy. Coverage under such policy shall be primary with GULF COAST ELECTRIC COOPERATIVE, INC. and any GCEC insurance policies, or loss coverage, being excess over the Contractor's coverage.

C. Commercial Automobile Liability

1. Combined Single Limit of \$ 1,000,000 Each Occurrence
2. Coverage Required: All owned automobiles, non-owned automobiles, and hired automobiles.

If Contractor does not own any vehicles, the certificate must show Hired and Non-Owned Automobile Liability and must attach a letter stating that Contractor does not own any vehicles.

D. Umbrella Liability \$ 1,000,000

E. Professional Liability (if required) \$ 1,000,000

F. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days written notice has been given to GULF COAST ELECTRIC COOPERATIVE, INC.

G. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting GULF COAST ELECTRIC COOPERATIVE, INC.'s interest shall not be effective (1) for such period as the laws of the State of Florida prescribe, or (2) until thirty (30) days after the insurer or the Contractor gives written notice to the Contracting Office, whichever period is longer.