

# West Florida Electric

A Touchstone Energy<sup>®</sup> Cooperative



*The power of human connections*

**WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.**

POST OFFICE BOX 127

5282 PEANUT ROAD

GRACEVILLE, FLORIDA 32440

**REQUEST FOR PROPOSALS (RFP)**

SERVICES CONTRACT FOR ELECTRICAL DISTRIBUTION SYSTEM

DAMAGE ASSESSMENT

HURRICANE MICHAEL DR #4399

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## I. INTRODUCTION

West Florida Electric Cooperative Association, Inc. (WFEC) is a member-owned electric cooperative that provides electric service to areas of the Florida panhandle not served by other utilities. WFEC has 4,814 miles of energized lines and serves approximately 28,000 members and serves portions of Calhoun, Holmes, Jackson and Washington counties in the Florida Panhandle. WFEC's corporate office is located at 5282 Peanut Road, Graceville, Florida with district offices in Sneads and Bonifay, Florida.

WFEC is seeking proposals from firms for the services described in **Exhibit A**, related to damages caused by Hurricane Michael (DR #4399).

In early October 2018, Hurricane Michael, one of the strongest hurricanes to hit the United States, crashed into the Florida panhandle, leaving a path of over 200 miles of destruction across the area. The Florida panhandle experienced heavy rain and devastating winds, resulting in an evacuation order covering 375,000 residents. The effect of Hurricane Michael on the Florida panhandle is significant, causing widespread damage in many areas including homes, businesses, core infrastructure and government properties. Due to the widespread damage, WFEC requires the services described in **Exhibit A**.

## II. SCOPE OF WORK

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

It is WFEC's intent that the scope of work covered under this RFP will 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. Bidders 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 WFEC, in accordance with the submission instructions provided herein, on or before 4:00 PM (CT) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Bidder to ensure that the Proposal is received on time.

Solicitation release date:

**January 16, 2019**

All proposals due on:

**February 13, 2019, at 5:00 PM CT**

Anticipated date of award:

**February 18, 2019**

**NOTE:** The selected Bidder will be required to report to WFEC's Headquarters office located at 5282 Peanut Road, Graceville, Florida 32440, no later than Monday, March 4, 2019 at 8:00 AM CT.

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

#### **IV. GENERAL INSTRUCTIONS**

##### ***Submittal Instructions***

Bidders shall submit **one (1) electronic PDF proposal** to Derek Chadwell at [dchadwell@westflorida.coop](mailto:dchadwell@westflorida.coop). 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. Bidders must respond to the entire RFP. **If a price proposal form is provided in Microsoft Excel format, Bidder 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***

Bidder(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. If more than one (1) e-mail containing a PDF proposal is provided by the same Bidder, the latest received proposal prior to the deadline will be considered the Bidder's final response. Bidders remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. WFEC assumes no responsibility for any Proposal not received, regardless of the reason for the delay. WFEC will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Bidders are encouraged to call WFEC'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 will be rejected.**

##### ***Requests/Questions***

Any firms interested in this RFP should send an email to Keith L. Varnum, at [kvarnum@westflorida.coop](mailto:kvarnum@westflorida.coop). All inquiries, requests for additional information and questions should also be submitted electronically to Mr. Varnum 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 firms who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above.

Bidder(s) who have expressed interest in this RFP shall be notified of any changes in the specifications contained within this RFP. WFEC 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 WFEC to any firm as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind WFEC. Only information supplied by WFEC in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Bidder(s) prior to submission of any proposal to ensure all RFP documentation has been received.

### ***Warranty***

Each Bidder 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 Bidder 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 WFEC or any other person shall not affect the risks or obligations assumed by the Bidder/Contractor or relieve the Bidder/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by Bidder, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Bidder of the conditions contained in this RFP. Failure to make such investigations and examinations shall not relieve the Bidder 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 Bidder's ability to meet the needs of WFEC. WFEC reserves the right to make one (1) award or multiple awards. Award(s), if made, will be made to the responsible and responsive Bidder(s) whose Proposal(s) represents, in WFEC's sole discretion, the most advantageous Proposal to WFEC and best overall value to WFEC, price and other factors being considered. **WFEC reserves the right to reject all offers or to award the contract to other than the lowest priced offeror.**

### ***Point of Contact***

Keith L. Varnum will be the primary point of contact for this RFP. Under no circumstances may a Bidder contact any other WFEC 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.

### ***Cancellation/Rejection***

WFEC may cancel this RFP, or reject in whole or in part, when it is in the best interests of WFEC, in WFEC's sole discretion. Notice of cancellation shall be sent to each Bidder 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, WFEC 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 (1) Proposal for the same work from an individual, Bidder or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

### ***Licenses***

Bidder shall be properly licensed for the appropriate work specified in this RFP. All Bidders 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 Bidders 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 WFEC's intent to submit the resulting costs to various grant programs for Federal and/or State reimbursement. Bidders 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 Bidder 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 Bidder's Proposal. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by WFEC. 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 Bidder/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.

WFEC 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 WFEC of the Contract as contemplated by this RFP to a Bidder shall be final and not subject to further challenge or protest.

### ***Withdrawal of Proposal***

Any Bidder may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Bidder may withdraw its Proposal for a period

of 180 days after the date for opening and all Proposals shall be subject to acceptance by WFEC during this period.

## **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. Do not change the wording of the Price Proposal Form. No conditions, limitations, or provisions will 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. 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 Bidder, indicating the underlying philosophy of the firm in providing the services stated herein and indicating the Bidder'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 Bidder's certification that the Bidder 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: Bidder's Qualifications (20 points/8 Page Limit)***

- Provide an overview of the Bidder's history, capability, and business ability relative to WFEC's requirements. Include information on organizational structure.
- Describe your firm'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 firm 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 WFEC and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the firm's engagements in the last ten (10) years.



- Identify the primary contact who will be actively engaged in serving 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 WFEC.
- 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 firm'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 WFEC (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 WFEC.
- 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 Bidder to be awarded any points for this tab, Bidder must submit three (3) 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 Bidder may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of WFEC.

***Tab VIII: Required Forms (Pass/Fail)***

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

## **VI. SELECTION**

Representatives from WFEC 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 3 or more members. WFEC or designee shall determine the Evaluation Committee that will best serve the needs of WFEC.

***Evaluation***

Only Proposals received by WFEC 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 Bidders 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 Bidders prior to making an Award.

**VII. AGREEMENT**

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

WFEC's intent is to negotiate an agreement with the successful firm for a term of not more than one (1) year. WFEC will evaluate and monitor progress. The length of the Contract Period may be shorter and is at the sole discretion of WFEC. 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. § 200.326 and FEMA guidance.

## **Exhibit A: Scope of Work**

WFEC is requesting proposals from qualified Bidders capable of performing a damage assessment of its electrical distribution system, including both overhead and underground with WFEC's Partner Staking Software. Successful project completion will include full damage assessment of WFEC's post-Hurricane Michael electrical distribution system, suitable to support a federal loan/grant from FEMA for correction.

Prior to commencement of the field inventory, the successful bidder shall have a joint meeting with WFEC to discuss how they intend to collect the data and successfully integrate data in to Partner Staking Software and a timeline for project completion.

### **Detailed Scope of Work**

The successful bidder will inspect WFEC's electrical distribution system to determine where damage has and has not occurred and at the damaged locations collect the following using WFEC's Partner Staking Software:

1. All construction assembly units which were replaced due to storm damage which include but are not limited to:
  - ✓ Pole
  - ✓ Pole class
  - ✓ Yard light
  - ✓ Transformer(s)
  - ✓ Transformer size(s)
  - ✓ Recloser(s)
  - ✓ Cutout(s)
  - ✓ Capacitor(s)
  - ✓ Voltage regulator(s)
  - ✓ Switch(es)
  - ✓ Open points
  - ✓ Pull box(es)
  - ✓ Pedestal(s)
  - ✓ Service location
  - ✓ Meter number
  - ✓ Conductor – Primary and Secondary
2. Photograph(s) of the pole or cabinet at each location

WFEC will provide staking software, electronic devices, maps, etc. Bidder will provide personnel, transportation, meals and lodging.

**System Data**

Before Hurricane Michael, the GIS maps of WFEC’s electrical distribution system consisted of approximately: 72,200 poles; 25,400 transformer locations; 11,489 yard lights; 704 recloser locations; 5,704 fuses; 200 switches; 25 regulators; 88 capacitors; 29,000 meters; 3,420 OH primary miles of line; 920 OH secondary miles of line; 117 UG primary miles of line; 71 UG secondary miles of line; 223 junction boxes; 46 pedestals; 820 pad mount devices; and 13 substations.

**Bid Units**

**Rate – each location**

Verify no damage occurred (pole)	_____
Verify damage occurred (pole) and stake data	_____
Verify no damage occurred (pad mount equipment)	_____
Verify damage occurred (pad mount equipment) and stake data	_____

**NOTE:** WFEC anticipates that approximately 2/3 of its electric distribution system requires inspection.

### Exhibit B: 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. WFEC 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 firms 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 firm’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 been 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 firm 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 (1) 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 <sup>1</sup>
- B. List any licenses your company holds. Attach a separate sheet if necessary.

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**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: \_\_\_\_\_

<sup>1</sup> 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 firm).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said firm 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 WFEC 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 firm.

\_\_\_\_\_  
Signature

Sworn to and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Notary Public \_\_\_\_\_ County

My commissions expires: \_\_\_\_\_

**Exhibit C: Certification Regarding Debarment, Suspension and Other Responsibility Matters**  
**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
CONTRACTOR Company Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit D: 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 E: Insurance Requirements**

Prior to execution of a contract awarded under this RFP, the selected Bidder shall submit one (1) 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, WFEC shall have no obligation to execute a contract or make any payment to the selected Bidder until all insurance requirements are met. The Certificate of Insurance shall be provided to:

**WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.  
ATTN: DEREK CHADWELL – SUPERVISOR, ENERGY & MARKETING SERVICES  
FL-17  
GRACEVILLE, FLORIDA 32440**

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 West Florida 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.

WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC. and UNITED STATES OF AMERICA are additional insured under Contractor's general liability policy. Coverage under such policy shall



be primary with WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC. and any WFEC 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 WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.

G. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, 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.