



Your Touchstone Energy® Cooperative

REQUEST FOR PROPOSAL

for

“CONTRACT”

**SR 56 FROM I-75 TO SHOPS AT WIREGRASS
SR 56 FROM SHOPS AT WIREGRASS TO MEADOW POINT BLVD
SR 581 (BRUCE B DOWNS BLVD) FROM SR 56 TO EAGLESTON BLVD
LIGHTING PROJECT**

RFP No. LIGHT01-2025

RFP Date: MARCH 18, 2025

Proposal Due Date: APRIL 30, 2025

OVERVIEW

Withlacoochee River Electric Cooperative, Inc. ("WREC"), a Florida not for profit corporation is a member-owned electric cooperative that provides electric service to more than 254,000 meters throughout Citrus, Hernando, Pasco, Sumter and Polk Counties that are not served by other utilities. We are the largest electric cooperative in the state of Florida and one of the fastest-growing electric cooperatives in the nation. WREC seeks proposals from qualified and experienced contractors for the services described herein.

WREC is seeking proposals from qualified contractors to supply the equipment and labor to provide right of way services for emergency restoration/storm of distribution and transmission electric utility facilities.

Each bidder must carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a proposal to ensure the proposal satisfies the intent of this RFP. Each bidder is responsible for making inquiries, investigations and examinations which may be necessary to understand the requirements of this RFP. Failure to make such an inquiry, investigation or examination will not relieve the bidder from its obligation to comply with all provisions and requirements of the RFP.

SUBMISSION OF BIDS

Interested bidders should send an email to WREC's Purchasing Director, Cheri Garcia, at cgarcia@wrec.net to identify themselves as a potential bidder. All questions and requests for additional information should be directed to Cheri Garcia by email and must be submitted no later than the question deadline indicated below. Any communications related to this RFP should include the RFP number in the subject line and responses to any inquiries received will be distributed to all bidders who have expressed interest in this RFP.

Interested bidders must email, hand-deliver, or mail proposals to the attention of:

Cheri Garcia, Purchasing Director, WREC **LIGHT01-2025 PROPOSAL**, to be received no later than
12:00 noon EST on **WEDNESDAY, APRIL 30, 2025**

Bidders are responsible for ensuring that the proposal is timely received. WREC is not responsible for any proposal not received by the stated deadline, regardless of the reason for the delay. Bidders may email Cheri Garcia at rfq@wrec.net to confirm receipt.

WREC reserves the right to reject any proposals received after the deadline or submitted via any means or to any location other than as indicated below.

U.S. Mail

Withlacoochee River Electric
Cooperative, Inc.
P.O. Box 278
Dade City, FL 33526

Hand Delivery

Withlacoochee River Electric
Cooperative, Inc.
14651 21st St.
Dade City, FL33523

Email

rfq@wrec.net

ANTICIPATED SOLICITATION SCHEDULE:

RFP Release Date	TUESDAY, MARCH 18, 2025
Questions Due	FRIDAY, APRIL 4, 2025
WREC Response to Questions	WEDNESDAY, APRIL 9, 2025
Proposals Due	WEDNESDAY, APRIL 30, 2025 12:00 noon EST
Award Date (subject to change)	TBA

All times are listed in the Eastern Time Zone. WREC reserves the right to amend the anticipated schedule as it deems necessary.

GENERAL PURPOSE INSTRUCTIONS AND INFORMATION

The primary objective of the attached document is to solicit pricing proposals for comparison of right of way services for emergency restoration in the event of a federal, state, or electric power distribution system declared disaster.

The solicitation of a proposal or acceptance of a proposal does not obligate WREC to provide any assurance of work to any contractor. Work should only begin after receiving a Work Authorization form from the Master Services Agreement.

Insurance, Bond, and Other Expenditures

Until authorized by WREC, the Contractor should not purchase any insurance for the purpose of this proposal. No bond is required for the purposes of this proposal. Until authorized by WREC, the Contractor is warned not to make any expenditure for the purposes of this proposal.

Contractor Emergency Contact Information

WREC is requesting the Contractor provide in Attachment G a comprehensive listing of emergency contact information. The Contractor may append this document.

Proof of Insurance

Provide a sample of required insurance to WREC with this proposal/bid submittal. WREC will request an insurance certificate with WREC as additional insured when Work Authorization is sent to contractor.

Confidentiality of Proposal Information

The items summarized in Attachment B will NOT be announced or released to the public.

Hold Harmless

The Contractor agrees to defend, pay on behalf of and hold harmless WREC, its directors, officers, agents and employees from all claims of whatsoever nature of kind, including those brought by employees of the Contractor and its agents and subcontractors. The contractor agrees to defend and pay all costs in defined these claims, including attorney fees. Further, the Contractor agrees to maintain public liability and property damage insurance (including automobile, public liability and property damage insurance) to cover the obligations set forth above. The minimum insurance limits of liability shall be \$1,000,000 bodily injury and property damage. WREC shall receive a minimum 30-day notice in the event of a cancellation of insurance required by this agreement. The Contractor shall furnish a certificate of insurance to WREC showing the above obligations and requirements are provided by a qualified insurance carrier and endorsing WREC as an additional insured on such insurance before any work begins.

Federal Funding

WREC may seek federal disaster assistance to reimburse its costs under the resulting agreement, e.g., Public Assistance from the Federal Emergency Management Agency (FEMA). Contractor will comply with all applicable federal law, regulations, and executive orders. WREC will pay Contractor per the terms and conditions of the Master Services Agreement and Work Authorization. WREC's payment to Contractor is not contingent on WREC's receipt of federal funding; however, Contractor will cooperate and assist WREC in its efforts to obtain reimbursement from FEMA.

Agreement and Compensation

The successful bidder must be prepared to immediately enter into an agreement with WREC and must deliver a copy of all required policies of insurance or insurance certificates at that time.

The Agreement shall continue in force until 36 MONTHS from the date of execution with the option to extend annually under mutual agreement. A rate review on any extension would be limited to the value equal to the most current National Consumer Price Index for Urban Wage Earners (CPI-W) by the Bureau of Labor Statistics classifications. Any request for review must be submitted by MARCH 31ST of each year for consideration of implementation on APRIL 1st.

The agreement awarded pursuant to this RFP will include all provisions required under 2 C.F.R. Part 200 and FEMA guidelines. If the agreement includes time and materials/equipment, any Work Authorization issued pursuant thereto will be subject to a not-to-exceed amount, which the awarded contractor exceeds at its own risk. However, with the exception of cost-plus pricing, WREC will consider other forms of pricing offered by a bidder to determine whether such pricing offers WREC the best value. The not-to-exceed amount will be included in the Work Authorization.

Insurance Requirements

Contractor will procure and maintain at its own expense, the following minimum insurance coverage:

- A. Statutory Workers' Compensation, Occupations Disease, and Employer's Liability Insurance with limits no less than that statutorily imposed by Florida Workers' Compensation Statutes.
- B. General Liability Insurance, including Broad Form Contractual Liability Endorsement in the minimum amount of One Million Dollars (\$1,000,000) per loss and Products/Completed Operation Liability Coverage:
 - 1. Bodily Injury and Property Damage Liability – One Million Dollars (\$1,000,000) combined single limit per occurrence.
 - 2. The coverage shall insure the performance of the contractual obligations assumed by Contractor under the agreement. The Products/Completed Operations Liability coverage shall be provided for a period of one year after completion of the Work.
- C. Comprehensive Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles used by Contractor with minimum limits of liability as follows:
 - Bodily Injury and Property Damage Liability – One Million Dollars (\$1,000,000) combined single limit per occurrence.
- D. Umbrella Liability Insurance in the minimum amount of Three Million Dollars (\$3,000,000) per loss. This policy shall provide excess limits for automobile and comprehensive general liability coverage.

Contractor shall provide evidence of the minimum insurance coverage by providing a Certificate of Insurance in forms and with insurance companies acceptable to the Company before any work under the agreement begins. Insurance specified herein shall not be canceled or materially changed without thirty (30) calendar days advance written notice to the Company.

If Contractor utilizes Subcontractors, Contractor's insurance shall insure the obligation of Subcontractors unless Contractor requires Subcontractors to procure and maintain separate insurance policies with terms and limits identical to the requirements as specified herein. Said Subcontractors shall be bound by the same Certificate of Insurance, cancellation, insurance modification and policy limit requirements as the Contractor. Copies of Certificates naming the Company as an additional insured shall be provided to the Company prior to the Contractor beginning work.

- E. The Company shall be named as additional insured on all policies of insurance required in subsections "B", "C" and "D" of this section.

Subcontractors

If any portion of the agreement is to be subcontracted, proposed use of subcontractors must be included in this proposal. At the time of Work Authorization, Contractor must notify WREC of all Subcontractors to be used and Contractor and Subcontractor(s) must sign WREC Contractor Release Form.

As the Scope of Services under this agreement may be funded in whole or in part using FEMA grant funding, if subcontractors are to be utilized, the bidder/contractor must take the following affirmative steps to solicit small and minority businesses, women's business enterprises and labor surplus area firms:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 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.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 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.

Proposal Evaluation

Each proposal will be evaluated based on the following criteria:

Evaluation Factor	Maximum Possible Score
Administration Plan (Key Personnel/Contractor Exp.)	10
Understanding The Scope	10
Project Approach (MOT, Safety, Scheduling, Staffing)	40
Unique Concepts and Savings	10
Pricing	30

Owner reserves the right to award the agreement to other than the lowest price offeror.

As part of the evaluation process, WREC may request additional information from a bidder, request clarification of any proposal item, or invite one or more qualified bidders to be interviewed.

The decision to award will be based on an evaluation of a bidder's ability to meet WREC's needs, and in accomplishing that objective, WREC reserves the right to make one award or multiple awards. The award(s), if made, will be to the bidder(s) whose proposal(s) is the most advantageous to WREC and which demonstrates the best overall value, with price and other factors being considered.

All qualified Contractors will be extended a Master Services Agreement that will contain the general terms and conditions under which the Contractor must perform the work. Work Authorizations will be used to activate Contractor and contain the specific terms of the work required. No obligations are expected or given under this proposal until a Work Authorization form is completed and signed by WREC and Contractor.

SUMMARY OF PROPOSAL DOCUMENTS

To be considered a bona fide Proposal, Contractor must submit to WREC the following information:

1. A written Proposal detailing Contractor's qualifications and work experience providing services, including references for similar projects, a detailed description of products and services available, and a list of all owned assets and equipment. The Proposal must specifically identify the type, size, and capacity of the products offered.

A detailed narrative which addresses:

- Bidder's understanding of the RFP requirements and Scope of Services
- Proposed plan of action and strategy for implementation
- A summary of the bidder's ability to timely deliver the services, including a proposed timeline or schedule.
- Any obligations of WREC upon which implementation of the services is contingent.
- Any exceptions to the RFP, including, but not limited to, the terms and conditions, insurance requirements, the Scope of Services, or any other requirements listed in this RFP (**NOTE:** If no exceptions are indicated, it will be understood that no exceptions to these items will be considered after the award or, if applicable, during negotiations.

Attachments:

- A Scope of Services
- B Lump Sum Fee Sheet
- C Bidder Questionnaire
- D List of References
- E E-Verify Certification for Contracts, Grants, Loans, . . .
- F Hold Harmless
- G Emergency Contact Information
- H Technical Proposal (2 Pages Maximum)
- I Proposal Inquiry Contact Information
- J Billing/Invoicing Minimum Requirements
- K Pricing Guidelines
- L Checklist for Proposal Submission
- M Master Services Agreement
- N Contractor/Subcontractor Release Form
- O Claims and Negative Items
- P Overall Project Schedule
- Q Key Personnel Resumes

WREC reserves the right to disqualify a Proposal because of any document requested not being completed and submitted as part of the Proposal.

ATTACHMENT A: SCOPE OF SERVICES

BACKGROUND

Withlacoochee River Electric Cooperative is soliciting proposals to provide the services required to furnish appropriate supervision, labor, tools, equipment, and materials for the sole purpose of restoring right of way to the electric utility facilities of a rural electric distribution system. This Agreement will continue through June 1, 2026, with the option to extend. Within this document WREC may be referred to as “Owner” and parties providing proposals may be referred to as “Contractor”.

SCOPE OF WORK

The contractor shall conduct a thorough assessment of the specified roadways to determine optimal lighting placement including signed and sealed “Released for Construction” Plans approved by WREC. Once approved, the contractor will be required to submit an FDOT construction permit for installation. The contractor shall supply all necessary materials, including lighting fixtures, poles, wiring, foundations, load centers, conduit, pull-boxes, and any other components. The contractor shall perform the installation of lighting systems, including the erection of poles and fixtures, construction of foundations at full depth, installation of load centers, laying of conduit and pull-boxes, associated electrical work, and boring and/or trenching for underground circuits. Ensure all installed lighting systems are fully operational and meet performance criteria through comprehensive testing and commissioning. Contractor is limited to 1 fixture type for all 3 corridors and must be on the FDOT Approved Products List. Contractor to restore site to original conditions. Design shall be in compliance with the current FDOT Standard Plans for Construction, FDOT Design Specifications and FDOT Design Manual. Maintenance of Traffic will be the responsibility of the contractor for installation. As-Built plans and CADD files in DWG format will be required upon completion. The contractor shall provide a project schedule for completion with the bid proposal.

The contractor shall not deviate from these requirements without prior written approval from WREC.

Locations: Detailed maps and coordinates of the specified roadway segments have been provided to selected contractors.

- Location 1 - SR 56, I-75 to Shops at Wiregrass
- Location 2 - SR 56, Shops at Wiregrass to Meadow Pointe
- Location 3 - SR 581 (Bruce B Downs Blvd), SR 56 to N. Eagleston Blvd

Specifications: Lighting specifications must comply with Local Regulations and Standards, ensuring optimal visibility and energy efficiency. Placement of new light poles should take into consideration roadway safety and reduction of frequent maintenance issues.

The existing lighting systems described along the designated roadways below are to remain in place. Proposals should account for the integration of new light poles without necessitating the removal or relocation of current fixtures. Any proposed installation methods should ensure compatibility and minimal disruption to the existing lighting system. Clarification on how new installations will interface with the current infrastructure is encouraged to be provided within submitted proposals. Contractor shall coordinate with projects within the corridors to ensure there is no duplication of work. A list of projects currently in design, but not limited to:

- FPID 449169-1 SR 56 from Bruce B Downs Blvd to Meadow Pointe Blvd RRR
- FPID 449170-1 Bruce B Downs Blvd from SR 56 to SR 54 RRR
- Pasco County: FPID TED24-0282 SR 56 at Lajuana Blvd Signal Improvement

Lighting Existing to Remain:

- Intersection of SR 56 and Meadow Pointe Blvd, SR 56 near I-75.

For reference of the expected lighting area to be covered, Pasco County provided photometric files. WREC's Service Territory is provided in a shape file and identifies the location WREC is permitted to install lighting. To receive a copy of the files please send an email to rfq@wrec.net: In the subject line please note: RFP Light 01-2025. Also list your company name, your name and email address along with a mailing address and contact phone number. _____

GENERAL INFORMATION

Contractor shall provide a complete itemized price list for all offerings consistent with the Pricing Guidelines provided at Attachment K. _____

MOBILIZATION AND DEMOBILIZATION

The Contractor shall provide separate mobilization and demobilization price for each item, piece of equipment, or service component requested, which will include all activation costs associated with delivery and removal of all required physical and manpower resources for the subject item/equipment.

EQUIPMENT

The Contractor shall have the capability to provide assets that can be expanded and reduced, based on mission needs. The Contractor will be required to provide an Equipment Inventory report to WREC. The inventory list shall include all equipment brought to the site. The Contractor shall have sufficient equipment available for rapid deployment and preventive maintenance programs to ensure optimum equipment readiness levels at all times.

CODE ADHERENCE

The Contractor is responsible for adherence to applicable local, state, and federal building regulations and laws.

CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all necessary labor, supervision, equipment, tools, materials, fuel distribution, and supplies necessary to provide the items and services described herein and set forth in any Work Authorization. If subcontractors will be used, Contractor must take the affirmative steps required by 2 C.F.R. § 200.321(b) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

PAYMENT TERMS

Payment terms will be NET 30 days from receipt of an acceptable Contractor invoice by WREC. Contractor will be allowed to submit invoices on a monthly basis. Invoices should include a clear definition of each service/equipment provided, the number of units, the unit price, and the location where each piece of equipment was used. Any subcontractors that are billed separately to the cooperative must be supported with the invoice from subcontractor to the contractor. Cost of demobilization and mobilization shall be supported with the origin of each piece of equipment used and the destination to which each piece of equipment was returned.

The pricing proposed in the itemized price list shall be all-inclusive. No additional markup, administrative fee, or similar item(s) may be included in the itemized prices proposed. Cost-plus-percentage-of-cost pricing is prohibited.

ATTACHMENT B: LUMP SUM FEE SHEET

Design Services Fee \$ _____

Construction Services Fee \$ _____

ATTACHMENT C: BIDDER QUESTIONNAIRE

All questions must be answered. Where appropriate, indicate "None" or "Not applicable" or "N/A". If additional space is needed to fully and accurately answer one or more questions, please attach additional sheets and reference the corresponding question number. WREC reserves the right to request additional information with respect to any matter herein in order to evaluate a contractor.

A. Bidder Information:

1. Complete legal name of entity: _____
2. DBA, trade name, or other name used in the last 10 years: _____
3. Street Address: _____
4. Mailing Address (if different): _____
5. Telephone Number: _____ Fax Number: _____
6. Tax ID Number ("TIN"), Employer Identification Number ("EIN"), or Social Security Number, as applicable:

7. Organization type (corp., LLC, joint venture, sole proprietorship, etc.): _____
8. State and year of incorporation: _____
9. If a joint venture or partnership, list all partner companies and/or parties to the joint venture below, including respective percentages of ownership:

10. Number of employees: Company-wide _____ / Local office: _____
11. Name and title of each principal, director, or officer: _____

12. Indicate if your business qualifies as any of the following:

<input type="checkbox"/> Small Business Enterprise	<input type="checkbox"/> Labor Surplus Firm
<input type="checkbox"/> Minority Business Enterprise	<input type="checkbox"/> Women's Business Enterprise
14. List any licenses your company holds (attach a separate sheet if necessary).

B. Insurance:

1. Worker's compensation:

Carrier: _____

Expiration Date: _____

2. Commercial General Liability:

Carrier: _____

Expiration Date: _____

3. Automobile:

Carrier: _____

Expiration Date: _____

4. Other:

Carrier: _____

Expiration Date: _____

C. Individual Completing this Questionnaire:

1. Name: _____

2. Employer and Title: _____

3. Telephone Number: _____ Fax Number: _____

4. Email Address: _____

D. Legal Considerations:

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, and any person or entity with an interest in contractor of 10% or more.

(NOTE: If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet and attach.)

- | | | |
|---|------------------------------|-----------------------------|
| 1. Within the past five (5) years, been declared not responsible to receive a public or private contract/agreement? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Is there a pending proceeding related to responsibility, debarment, suspension, or qualification to receive a public or private contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Within the past five (5) years, defaulted on a contract or been terminated for cause on a public or private contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of default? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Within the past five (5) years, have safety practices and procedures been evaluated and determined to be less than satisfactory by a public or private entity? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. Within the past five (5) years, been accused of violating equal opportunity or nondiscrimination laws? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8. Within the past five (5) years, been accused of violating prevailing wage laws, regulations, or executive orders? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

To the best of your knowledge and after diligent inquiry, 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, and any person or entity with an interest in contractor of 10% or more.

(NOTE: If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet and attach.)

- | | | |
|--|------------------------------|-----------------------------|
| 1. Within the past ten (10) years, been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Within a ten (10) year period preceding the date of this RFP, been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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.

- | | | |
|---|------------------------------|-----------------------------|
| 4. In the past ten (10) years, entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. In the past seven (7) years, had bankruptcy proceedings against (whether or not closed) or has bankruptcy proceedings pending regardless of the date of filing? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. In the past five (5) years, had any judgments or tax liens of \$100,000 or more, including without limitation, judgments based on taxes owed, fines and penalties assessed by a government agency at any time? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. During the past five (5) years, has the Contractor failed to file any applicable federal, state, or local tax return? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

ATTACHMENT D: LIST OF REFERENCES

List three (3) similar projects successfully completed in the past five (5) years. Attached additional sheets if necessary.

Project 1:

Company/Agency: _____

Current contact person at company/agency: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

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

Project manager: _____

Names of other personnel: _____

Project 2:

Company/Agency: _____

Current contact person at company/agency: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Contract Value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Project manager: _____

Names of other personnel: _____

Project 3:

Company/Agency: _____

Current contact person at company/agency: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

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

Project manager: _____

Names of other personnel: _____

ATTACHMENT E: E-VERIFY CERTIFICATION

E-Verify Certification for Contracts, Grants, Loans, and Cooperative Agreements

Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided by WREC in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, WREC, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If WREC has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, WREC shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and WREC shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by WREC pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to WREC for any additional costs incurred as a result of the termination of the Contract.

The Section provides that employers hiring unauthorized workers may be subject to civil and criminal liability for violations.

The undersigned certifies that they have been given notice of the requirements and will abide by the provisions set forth therein.

Organization Name

Name of Authorized Official

Signature

Date

ATTACHMENT F: HOLD HARMLESS

_____(Name of Contractor) agrees to defend and pay on behalf of and hold harmless Withlacoochee River Electric Cooperative (WREC) and its directors, officers, agents, and employees from all claims of whatsoever nature or kind, including those brought by employees of _____(Name of Contractor) and its agents and subcontractors.

_____(Name of Contractor) agrees to defend and pay all costs in defending these claims, including attorney fees.

Further, _____(Name of Contractor) agrees to maintain public liability and property damage insurance (including automobile, public liability and property damage insurance) to cover the obligations set forth herein. The minimum insurance limits of liability shall be one million dollars (\$1,000,000) bodily injury and property damage. W R E C shall receive a minimum 30-day notice in the event of cancellation of insurance required by this agreement. _____(Name of Contractor) shall furnish a certificate of insurance to WREC showing that the above obligations and requirements are provided for by a qualified insurance carrier and endorsing as an additional insured on such insurance.

ATTACHMENT G: EMERGENCY CONTACT INFORMATION

Provide a comprehensive list of contacts, i.e., key personnel, whom WREC may contact in the event of an emergency to notify Contractor of an imminent need for Services.

Name: _____

Title: _____

Home Phone: _____

Mobile Phone: _____

Office Phone: _____

E-mail Address(es): _____

Other means of contact: _____

Name: _____

Title: _____

Home Phone: _____

Mobile Phone: _____

Office Phone: _____

E-mail Address(es): _____

Other means of contact: _____

Name: _____

Title: _____

Home Phone: _____

Mobile Phone: _____

Office Phone: _____

E-mail Address(es): _____

Other means of contact: _____

[Additional pages may be added, if needed.]

ATTACHMENT H: TECHNICAL PROPOSAL (2 PAGES MAXIMUM)

If Contractor cannot provide the scope of services and requirements described herein or takes exception to any other term or condition provided in this RFP, please indicate those exceptions below. Exceptions taken by a Contractor may result in evaluation point deduction(s) and/or exclusion of proposal for consideration, depending on the extent of the exception(s). Such a determination shall be at the discretion of WREC. Technical Proposal will be graded on criteria set forth in the Proposal Evaluation section.

ATTACHMENT I: PROPOSAL INQUIRY CONTACT INFORMATION

The Contractor is requested to provide contact information for personnel available to answer questions or correct errors and omissions in this Proposal document.

Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

ATTACHMENT J: BILLING/INVOICING MINIMUM REQUIREMENTS

Invoice Header (Top Section)

- Your letterhead: your business name, address, telephone, email, and web address if available.
- The words "Invoice" or "Bill" clearly written towards the top of the page.
- An invoice number. You should only have one number per invoice issued. Hence, no 2 invoices should have the same number.
- An invoice date.
- Customer or client name and address (Withlacoochee River Electric, 14651 21st St, Dade City, FL 33523).

Invoice Body (Middle Section and/or Attachments)

- Job name (or description) and work order number. Note: if there are multiple jobs within a single agreement, each job must be invoiced separately.
- Billing cycle
- Tabular (column) format indicating a description of each charge.

Invoice Footer (Bottom Section)

- Total amount of all individual items.
- Payment of Fixed Pricing

Supporting Documentation for Contractor Costs

- For any Contractor labor provided, Contractor must provide documentation including name, title/position, and applicable rate information, along with time records or daily reports showing the hours worked.
- For any large equipment (trailers, generators, towers, junction boxes, any support vehicles), Contractor must include the size and capacity of the equipment invoiced along with any available inventory ID or identifying number.
- Failure to include sufficient documentation on these costs may be cause for rejection of the costs or delay in payment.

Supporting Documentation for Subcontractor or Third-Party Costs

- Any subcontractor or third-party costs included in Contractor's invoice must be supported with the invoice from subcontractor or third party to the Contractor, or receipts, as applicable.
- Failure to include sufficient documentation on these costs may be cause for rejection of the costs or delay in payment.

Taxes

- While WREC is established as a 501(c)12 organization doing business in the State of Florida and is therefore considered a "tax exempt entity", WREC does not hold an exemption from sales or rental taxes applicable under State of Florida law or the laws of any applicable local jurisdiction.
- Any taxes incurred by Contractor that Contractor includes in any invoice must be separately listed and information must be included sufficient to indicate how the tax is calculated and upon which items/costs it is based. Failure to include sufficient information on these costs may be cause for rejection of the costs or delay in payment.

ATTACHMENT K: PRICING GUIDELINES

- Contractor will provide all services and equipment required to provide the required services.
- Contractor shall provide itemized pricing for all offerings. Itemized pricing shall be all-inclusive. No additional markup or administrative fee may be included in the itemized prices proposed.
- Cost-plus-percentage-of-cost pricing is prohibited.
- The itemized price proposal shall include all services and equipment identified in Attachment B.
- Services performed under a Work Authorization will be invoiced and paid based on Contractor's itemized price proposal.
- Price estimates in Attachment B should include the full scope of services and requirements of this RFP, except where indicated an item should be excluded.
- WREC reserves the right to award based on "best value" and reserves the right to award to other than lowest price offered. Proposals will be evaluated based on the evaluation factors indicated in the RFP.

ATTACHMENT L: CHECKLIST FOR PROPOSAL SUBMISSION

Other proposal requirements:

- ☐ Billing Rates, Itemize all offerings consistent with Pricing Guidelines
- ☐ Professional qualifications and work experience, include specialized expertise of team members
- ☐ Bidder Questionnaire
- ☐ References for similar completed projects
- ☐ Detailed description of products and services available, identifying type, size, and capacity of the products offered
- ☐ List of all owned assets and equipment
- ☐ E-Verify Certification
- ☐ Hold Harmless
- ☐ Emergency Contact Information
- ☐ Contractor Exceptions
- ☐ Proposal Inquiry Contact Information
- ☐ Subcontractors must be identified within the proposal
- ☐ Sample of Certificate of Insurance
- ☐ Contractor/Subcontractor Release Form
- ☐ Claims and Negative Items
- ☐ Mobilization/Demobilization Schedule

ATTACHMENT N – CONTRACTOR / SUBCONTRACTOR RELEASE FORM

THIS RELEASE (the “Release”) is made and entered into by _____ (subcontractor), (“Releasor”), and given to Withlacoochee River Electric Cooperative, Inc. (“Releasee”).

WHEREAS, Releasee has a Contract with _____ (name) to furnish certain services on Releasee’s property; and

WHEREAS, Name wishes to utilize Releasor as a subcontractor to perform certain work in connection with the Contract;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Releasor, on behalf of itself and its predecessors, successors, affiliates, parents, related corporations, insurers, and assigns, and each of their respective past, present, and future officers, directors, shareholders, members, managers, agents, and employees, agrees and covenants as follows:

1. Releasor agrees it will not bill or invoice Releasee for work performed pursuant to or in furtherance of the Contract.
2. Releasor agrees that it will not seek to hold Releasee liable for paying Releasor for work performed pursuant to or in furtherance of the Contract and will not assert any claims against Releasee for payments due for work performed pursuant to or in furtherance of the Contract.
3. Releasor waives and releases all liens and rights to claim a lien, statutory or otherwise, against Releasee for all work performed pursuant to or in furtherance of the Contract.

IN WITNESS WHEREOF, _____ (Releasor) executed this Release on the date hereunder.

Releasor (Subcontractor for you)	Contractor (you)
Company _____	_____
Sign: _____	_____
Name: _____	_____
Title: _____	_____
Date: _____	_____

ATTACHMENT O – CLAIMS AND NEGATIVE ITEMS

Respondents must submit the following below. State “None” if not applicable.

- (a) Litigation - Identify all litigation in which your firm has been a party to legal action (including arbitration, administrative proceedings, etc.), or lawsuits during the last three (3) years involving a client for claims in excess of \$10,000. Include a brief legal description of the dispute and its current status. Please describe the particular circumstances giving rise to the dispute and the actions which your firm took to attempt to settle the matter prior to and after a suit being filed.
- (b) Describe in detail any projects within the last three (3) years where liquidated damages, penalties, liens, defaults, cancellations of contracts or terminations of contracts were imposed, claim warranties sought to be imposed threatened or filed against your organization.
- (c) List any outstanding claims of latent defects or incomplete or inadequate warranty support on any project for which your firm was responsible.
- (d) List negative items, to include but not limited to any regulatory/license agency sanctions, debt protection orders, dissolution under bankruptcy from creditors, and company acquisition/merger/take-over actions in last 3 years.
- (e) Failure to provide complete, accurate information may be considered non-responsive.

Response (use additional pages if necessary):

ATTACHMENT P – PROJECT SCHEDULE

The Contractor shall provide a schedule for the entire project. This would include design time, approval for construction and construction time to completion.

To receive a copy of the supporting documents please send an email to rfq@wrec.net: In the subject line please note: RFP Bore Installation Under Withlacoochee River, US 301 Also list your company name, your name and email address along with a mailing address and contact phone number.

ATTACHMENT Q – KEY PERSONNEL RESUMES

The Contractor shall provide resumes with project experience for Key Personnel.