

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

14651 21<sup>st</sup> STREET

DADE CITY, FLORIDA 33523

**RFP NO. STORMDRILL25-01**

**UNDERGROUND DRILLING SERVICE - EMERGENCY RESTORATION / STORM**

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**BIDDER:**

Name: \_\_\_\_\_  
(FULL LEGAL NAME)

Address: \_\_\_\_\_

\_\_\_\_\_

Incorporated \_\_\_\_\_ in State of \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Fed. Tax ID: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## NOTICE AND INSTRUCTIONS TO BIDDERS

### **OVERVIEW**

Withlacoochee River Electric Cooperative, Inc. ("WREC") or "Company", or "Owner", 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 UNDERGROUND DRILLING SERVICES.

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 Contract Administrator, Joe Marina, at [Jamarina@wrec.net](mailto:Jamarina@wrec.net) to identify themselves as a potential bidder. All questions and requests for additional information should be directed to Joe Marina 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.

**To be considered, completed RFP documents MUST be uploaded to the [Request For Quote \(RFQ\) Portal](#) no later than 3:00 noon EST on June 20, 2025**, at which time and place the bids will be privately opened.

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 Joe Marina at [Jamarina@wrec.net](mailto:Jamarina@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 21<sup>st</sup> St.  
Dade City, FL33523

#### **Electronic Upload**

[\*\*Request For Quote \(RFQ\)  
Portal\*\*](#)

## **ANTICIPATED SOLICITATION SCHEDULE:**

RFP Release Date	June 5, 2025
Questions Due	June 11, 2025
WREC Response to Questions	June 13, 2025
Proposals Due	June 20, 2025 by 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. A bond may be 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 Provision 25 of the Master Agreement, "Emergency Contact Information" 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 and attach to the Master Agreement as Exhibit H. 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 Section IV, "Pricing" and Exhibit I, "Contractor's Rate Sheet" of the Master Agreement 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 Effective Date 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 31<sup>ST</sup> 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.

### **Proposal Evaluation**

Each proposal will be evaluated based on the following criteria:

Evaluation Factor	Maximum Possible Score
Financial and Technical Resources, Services, Equipment Proposed	20
Quality and Selection of Services	20
Pricing	15
Experience, References, and Personnel Qualifications	15
Compliance with Public Policy	15
Responsiveness/Completeness of Proposal	15

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 shall execute the Master Services Agreement, attached hereto as Section I, that contains 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).

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

## CHECKLIST FOR PROPOSAL SUBMISSION

### Other Proposal Requirements and Submittals:

#### RFP:

- ☐ Attachment A, Bidder Questionnaire
- ☐ Attachment B, List of References
- ☐ Attachment C, E-Verify Certification
- ☐ Attachment D, Hold Harmless
- ☐ Attachment E, Proposal Inquiry Contact Information
- ☐ Attachment F, Billing/Invoice Minimum Requirements
- ☐ Attachment G, Contractor/Subcontractor Release Form
- ☐ Attachment H, Claims and Negative Items
- ☐ Attachment I, Detailed description of products and services available, identifying type, size, and capacity of the products offered
- ☐ Attachment J, List of all owned assets and equipment

### Section I – Master Agreement:

- ☐ Section IV - Pricing
- ☐ Exhibit C – Mobilization / Demobilization Schedule
- ☐ Exhibit D – Certificate of Contractor and Indemnity Agreement
- ☐ Exhibit E – Certificate Regarding Lobbying for Contracts, Grants, Loan, and Cooperative Agreements
- ☐ Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibilities
- ☐ Exhibit G – Buy American Certificate
- ☐ Exhibit H – Certificate of Insurance
- ☐ Exhibit I – Contractor's Rate Sheet

## **SCOPE OF SERVICES**

### **BACKGROUND**

Withlacoochee River Electric Cooperative is soliciting proposals to provide the services required to repair, install, and replace electric utility facilities of a rural electric distribution system. This Agreement will begin upon execution and continue for three (3) years, 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**

Contractor to provide drilling services for non-site-specific projects, for the purpose of culvert placement. The Contractor will abide by all Florida Department of Transportation and various county regulations and permit requirements and will use traffic control devices as required by governing authority.

### **GENERAL PRICING INFORMATION**

Contractor shall provide a complete itemized price list for all offerings consistent with the Pricing Guidelines provided below, as well as complete Section IV "Pricing" and attach Exhibit I, "Contractor's Rate Sheet", for any Labor and/or Equipment not defined in Section IV and attach to the Master Agreement.

- 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 Section III and Section IV.
- Per Diem, if applicable. Reimbursements from WREC to Contractor shall not exceed the defined rates defined in Exhibit A of the Master Agreement.
- Services performed under a Work Authorization will be invoiced and paid based on Contractor's itemized price proposal. All pricing shall be fixed for the duration of the Contract. WREC shall only pay Contractor for actuals incurred.
- Pricing defined in Section IV, "Pricing" and Exhibit I, "Contractor's Rate Sheet, 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.

### **MOBILIZATION AND DEMOBILIZATION**

The Contractor shall provide separate mobilization and demobilization price for each item, piece of equipment, or service component requested on each Form of Work Order and Scope of Work, 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 and attach hereto as Attachment J. 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 weekly 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 A: 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 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 ☐

No ☐

## ATTACHMENT B: 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 C: 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 D: 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. WREC 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 E: 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 F: 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, P.O. Box 278, Dade City, FL 33526).

### **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 G – 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 H – 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):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

**ATTACHMENT I – DETAILED DESCRIPTION OF PRODUCTS AND SERVICES AVAILABLE,  
IDENTIFYING TYPE, SIZE, AND CAPACITY OF THE PRODUCTS OFFERED**  
(Placeholder)

**ATTACHMENT J – LIST OF ALL OWNED ASSETS AND EQUIPMENT  
(Placeholder)**

**SECTION I**  
**MASTER SERVICES AGREEMENT**  
**No. STORMDRILL25-01**  
**DISTRIBUTION & TRANSMISSION**  
**ELECTRIC SYSTEM CONSTRUCTION CONTRACT**  
**NON-SITE SPECIFIC**  
**UNDERGROUND DRILLING SERVICE - EMERGENCY RESTORATION / STORM**

THIS MASTER SERVICES AGREEMENT (together with all appendices, addenda, exhibits and schedules attached hereto, the "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between **WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.**, a Florida not for profit corporation ("Owner"), and \_\_\_\_\_ ("Contractor"). For purposes of this agreement Owner and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

In consideration of the promises mutually exchanged in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Term"), unless earlier terminated pursuant to Section 15.
2. **SCOPE OF WORK; WORK ORDERS.**
  - 2.1. Description of Work. Contractor shall furnish all labor, services, supplies, tools, equipment, materials, supervision, transportation, power, communications, and other provisions necessary for or incidental to the work requested by Owner pursuant to a Work Order, substantially in the form attached hereto as **Exhibit A** (the "Work"). Contractor shall provide a Mobilization/Demobilization Schedule and attach hereto as **Exhibit C**.
  - 2.2. Work Orders.
    - 2.2.1. Each Work Order will describe the Scope of Work requested by Owner, the estimated completion date ("Estimated Completion Date"), compensation, and other pertinent information. For Work to be performed on a time and equipment basis, the Work Order will include a firm not-to-exceed amount of compensation, which shall only be adjusted pursuant to an approved Change Order (defined below). Each Work Order issued pursuant to this Agreement shall be subject to the terms and conditions hereof and incorporated into and made part of this Agreement upon execution by Contractor.



2.2.2. Contractor shall bear all costs and expenses associated with any Work in excess of the not-to-exceed amount established in the Work Order, unless such costs and expenses are authorized in a Change Order prior to Contractor incurring costs or performing Work in excess of such not-to-exceed amount.

2.2.3. Owner may issue one or more Work Orders to Contractor; however, such Work Orders shall be issued on an "as needed" basis with no guaranteed minimum amount of work. In the event Owner has contracted with multiple contractors for performance of the Work or similar work, Owner shall have the right to give preference to one or more contractors based on value and convenience to Owner, in Owner's sole determination. Accordingly, Owner may issue a Work Order to a contractor other than the contractor having the lowest priced bid or proposal.

2.3. Time and Manner of Work.

2.3.1. Contractor shall diligently and efficiently perform the Work in accordance with (i) the terms of this Agreement, (ii) the rate schedule set forth in **Section IV** ("Pricing") and/or **Exhibit I**, ("Contractor's Rate Sheet (Labor & Equipment)"), (iii) the Work Order and all applicable plans, drawings and specifications provided by Owner and listed therein (the "Plans, Drawings, and Specifications"), (iv) all applicable standards, codes, laws and regulations, (v) instructions from Owner's designated representative ("Representative"), and (vi) generally accepted practices within the industry.

2.3.2. Unless otherwise directed by Owner in writing, Contractor shall not commence any work under this Agreement until such time as Contractor has executed a Work Order issued by Owner for the Work, the commencement of which shall begin on a date determined by Owner.

2.4. Owner Furnished Materials. Owner may furnish certain materials to Contractor for the Work ("Furnished Materials"). Contractor shall be responsible for damage to or loss of any and all Furnished Materials. The value of damaged or lost Furnished Materials will be deducted from payments owed to Contractor for completed Work. Furnished Materials will be on hand at the Owner's headquarters and district offices, or at other sites as may be designated by the Owner, including field-drop locations and temporary work sites.

3. **CHANGE ORDERS.** The Owner, acting through the representative designated by Owner ("Representative") for the project listed on the applicable Work Order ("Project"), including such Representative's duly authorized assistants and representatives, may from time to time during the progress of the Work make addition(s), deletion(s), or modification(s) to the Plans, Drawings, and Specifications, list of materials, Scope of Work, or sequence of Work, as conditions may warrant, by submitting a written request to Contractor for a change order ("Change Order"). Changes in the Work may be adjusted only by a Change Order describing such requested addition(s), deletion(s), or modification(s) to the Work. The Change Order shall include any mutually agreed-upon adjustments to the Compensation and anticipated completion date, if applicable, and must be signed by Owner and Contractor prior to Contractor's commencement of the Change Order Work. All Change Orders issued pursuant to this Agreement shall be subject to the terms, provisions, and conditions in this Agreement, unless otherwise agreed to in writing by Owner.

4. **COMPENSATION.**

- 4.1. Owner shall compensate Contractor in accordance with the compensation listed in the applicable Work Order ("Compensation") plus any approved reimbursable costs and expenses.
- 4.2. Federal regulations prohibit the reimbursement of cost-plus pricing with federal grant dollars. Cost-plus pricing jeopardizes Owner's ability to obtain federal reimbursement and is prohibited under this Agreement.
- 4.3. Time and Materials or Time and Equipment Work Orders.
- 4.3.1. For any Work Order subject to a not-to-exceed Compensation amount, Owner shall pay Contractor for hourly labor and equipment at the rates listed in the Rate Schedule and for the actual cost of material (without overhead and profit). Contractor's hourly rates for labor and equipment in the Rate Schedule shall be inclusive of all overhead and profit.
- 4.3.2. Contractor may not commence Work under a time and materials or time and equipment Rate Schedule until a not-to-exceed Compensation amount is agreed to by the Parties pursuant to an executed Work Order, the amount of which Contractor exceeds at its own risk, unless such increase in not-to-exceed Compensation is authorized pursuant to an approved Change Order.

**5. INVOICING, REIMBURSEMENTS AND PAYMENTS.**

**5.1. Invoicing.**

- 5.1.1. On or before the fifth (5) day of each calendar month, Contractor shall submit to Owner an application for payment for Work completed during the preceding calendar month. All applications for payment or other invoices shall be itemized and reference the Master Agreement number associated with this Agreement and shall clearly and accurately reflect the unit prices or labor/equipment rates listed in Rate Schedule, and shall include copies of all applicable time sheets and equipment logs, with such documentation furnished and certified by Contractor, all of which shall be subject to approval by Owner; provided, however, that such approval by Owner shall not be deemed approval of the Work performed or materials incorporated therein.
- 5.1.2. Contractor shall provide owner adequate documentation to support all costs, including all documentation required by FEMA to support Owner's request for reimbursement. Time sheets shall include (at a minimum) the name, date, hours worked, activities performed, location, work order number, and county. Time sheets with deficient information shall be subject to rejection by Owner, which may result in delayed payments to Contractor.
- 5.1.3. Contractor shall not invoice for Work or expenses in excess of an established not-to-exceed Compensation amount, unless such amount has been amended pursuant to an approved Change Order.
- 5.1.4. Contractor may be required to submit revised invoices to meet FEMA's requirements for reimbursement. Separate invoices shall be required for any work performed beyond the scope or outside of the timeline of the FEMA emergency event.

**5.2. Meals, Lodging, Fuel, and Incidentals; Reimbursements.**

- 5.2.1. Owner will reimburse Contractor for reasonable out-of-pocket expenses actually and necessarily incurred by Contractor in performance of the Work hereunder; provided that such expenses are authorized by Owner in advance and are properly documented, to Owner's reasonable satisfaction. Contractor shall provide copies of all expense receipts for meals, lodging, and incidentals to Owner for reimbursement, each of which shall clearly identify the restaurant or place of lodging, town, date, and names of employees (more than one name on any meal or lodging receipt is permitted).

5.2.2. Owner will reimburse for meals and lodging, not to exceed the rates defined in Item 27 of Exhibit A, and not to exceed the applicable per diem rates for the calendar year as provided by the U.S. General Services Administration (GSA), currently available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). If Owner furnishes a base camp, Contractor shall be required to reside at the base camp and therefore, Per Diem reimbursement shall not apply. In certain limited circumstances, Per Diem may be reimbursed while base camp accommodations are being provided. Any request for Per Diem shall be pre-approved by Owner.

5.2.3. Contractor is expected to provide fuel for his vehicles and equipment. Any fuel distributed to the Contractor by the Owner shall be signed for by the Contractor and charged back to the Contractor at the Owner's cost. An invoice offset may be used at the Owner's option.

5.3. Payments to Contractor.

5.3.1. Payment Terms. Owner will pay all undisputed, accurate, and properly and timely submitted applications for payment on or before the fifteenth (15<sup>th</sup>) day of such calendar month for the completed Work included in Contractor's application for payment.

5.3.2. Final Payment.

(a) Upon Owner's completion of the Work and Owner's acceptance of the completed Work, but prior to final payment to the Contractor, the Contractor shall:

(1) deliver to Owner a Certificate of Contractor and Indemnity Agreement in the form attached hereto as **Exhibit D** and certifying that (i) all persons or entities having furnished labor, materials, or services for the Project have been paid in full and (ii) the Contractor shall hold the Owner harmless against any liens arising out of Contractor's performance of the Work hereunder which may have been or may be filed against the Owner.

(2) provide releases and waivers of lien from all subcontractors of any tier, materialmen, laborers, suppliers, and vendors on such forms, as required by Owner, along with consent of surety to final payment, if applicable.

(3) provide complete copies of Contractor's invoices, along with personnel timesheets, equipment logs,

daily inspection records, and other supporting data as may be requested by Owner; and

- (4) if applicable, return all Owner property, including without limitation, any unused Furnished Materials, laptops, communication devices, keys, and access IDs.

- (b) Upon Owner's approval of the aforementioned, Owner shall make the final payment to Contractor for all unpaid amounts owed to Contractor pursuant to this Agreement ("Final Payment").

- (c) For purposes of this Agreement, "completion of the Work" shall mean full performance of Contractor's obligations under this Agreement, including all Change Orders, with the exception of Contractor's obligations listed in paragraph (a) of this Section.

5.3.3. Acceptance of Payments. No payment pursuant to any Work Order shall be deemed evidence of proper performance by Contractor, nor shall any such payment be construed as acceptance or approval of defective Work or materials. Acceptance of Final Payment by Contractor shall constitute a full waiver and release by Contractor of any and all claims against Owner arising out of, or relating to, performance of the Work.

5.4. Right to Withhold Payment. Owner may, upon written notice to Contractor, withhold payment due to Contractor if:

- 5.4.1. Contractor submits applications for payment that include rates or fees in conflict with those listed in the Rate Schedule, requests for reimbursement of expenses not authorized by Owner in advance, or amounts in excess of an established not-to-exceed Compensation amount which have not been authorized by an approved Change Order;

- 5.4.2. A prior payment to Contractor resulted in an overpayment by Owner for the Work;

- 5.4.3. Contractor is in default of any provision of this Agreement or fails to perform the Work in accordance with the terms of this Agreement; or

- 5.4.4. Liens or claims of Contractor's subcontractors or suppliers are filed, or are reasonably expected to be filed, against Owner's property.

5.5. Payments to Subcontractors. Within five (5) days after receipt of any payment from the Owner, Contractor shall pay each subcontractor and supplier, if any, the amount owed to the subcontractor(s) or supplier(s) under Contractor's application for payment associated with such payment.

5.6. Releases of Lien.

5.6.1. Contractor agrees to indemnify, defend, and hold harmless Owner against any liens or claims filed against Owner's property associated with Contractor's Work pursuant to this Agreement. Contractor shall promptly remove or cause to be removed all such liens or claims filed by Contractor or its subcontractors. If a liens or claims is filed, Owner may, in Owner's sole and absolute discretion, withhold payment to Contractor pursuant to Section 5.4.4. until Contractor delivers to Owner affidavits of payment from Contractor's subcontractors or suppliers, and Contractor provides evidence that any such lien or claim filed against Owner or Owner's property has been waived or released.

## **6. SUPERVISION.**

6.3. Contractor shall give sufficient supervision to the Work, using its best skill and attention. Contractor will carefully study and compare all Plans, Drawings, and Specifications and will immediately report to Owner any error, inconsistency or omission which Contractor discovers. Contractor shall provide competent, English-speaking supervision on the Project by one or more competent who shall be present or reasonably available at all times during the Work (the "Superintendent"). The Supervisor shall oversee and be responsible for the quality of the Work, crew productivity, and training, and must be familiar with all city, state, and federal laws and regulations applicable to the Project and the Work performed thereto. Contractor shall also employ such capable, experienced and reliable skilled laborers and subcontractors as may be required for the various classes of Work to be performed. Contractor shall be solely responsible for the means and methods of construction and for supervision of the Contractor's employees and subcontractors.

6.4. Owner reserves the right to require removal from the Project any employee or subcontractor of the Contractor if, in Owner's judgment, such removal is necessary to protect Owner's interest or property. Owner shall have the right to require the Contractor to increase its number of employees or subcontractors, and to adjust the number or type of tools and equipment being utilized for the Work, if at any time Owner deems the Work unsatisfactory or deficient. Notwithstanding the foregoing, failure of the Owner to give any such direction shall not relieve Contractor of its obligations to complete the Work in the manner specified under this Agreement.

**7. SAFETY AND SECURITY REQUIREMENTS; PROTECTION OF PERSONS, PROPERTY AND ENDANGERED SPECIES.**

- 7.3. Contractor shall at all times take all reasonable precautions for the safety of the public, as well as the employees and subcontractors performing the Work, and Contractor shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations, including without limitation, all applicable building and construction codes, in addition to Contractor's own safety rules and procedures. The following provisions shall not limit the generality of the above requirements:
- 7.3.1. Under no circumstances shall Contractor cause or permit any employee or subcontractor to perform Work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in writing by Owner.
- 7.3.2. Contractor shall transport and store all material in facilities and vehicles designed to protect such material from damage. Contractor shall ensure that all vehicles, trailers, and other equipment comply with all applicable insurance, licensing, traffic, and highway requirements.
- 7.3.3. Contractor shall complete the Work in such manner as to cause the least possible obstruction of public streets and highways.
- 7.3.4. Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
- 7.3.5. Contractor shall do all things necessary or expedient to properly protect any and all parallel, converging, and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of work, Contractor shall, at its sole expense, immediately restore such damaged property to as good condition as before the damage occurred. If Contractor fails to make such restoration, the Contractor shall be liable for the cost, which will be deducted from the Compensation.
- 7.3.6. Where the right-of-way of the Project traverses cultivated or grazing lands, Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the Work shall be replaced in as good condition as prior to commencement of the Work, and all precautions shall be taken to prevent the escape of livestock. Contractor shall not be responsible for loss of or damage to crops,

orchards, or property (other than livestock) on the right-of-way necessarily incident to the Work and not caused by negligence or inefficient operation of Contractor. Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the Work.

7.3.7. The right-of-way for purposes of this said section shall consist of an area extending fifteen (15) feet on both sides of the center line of the poles along the route of the Project lines unless otherwise specified, plus such area reasonably required by the Contractor for access to the route of the Project lines from public roads to carry on the Work.

7.3.8. Contractor shall not store trucks or equipment on Owner's substation property, without the prior written consent of Owner.

7.3.9. Contractor shall keep all Work areas free of material, scrap material, or general debris or trash and dispose of such items in an appropriate manner. Contractor shall, at no cost to Owner, complete daily clean-up of all areas prior to Contractor's personnel leaving the Work site.

7.4. Security. Contractor shall take all reasonable steps, and shall ensure any subcontractors take all reasonable steps to protect all real and personal property from damage, theft and vandalism, including without limitation: (i) all real and personal property of Owner, (ii) all computers, systems, networks, equipment, technology, and confidential or proprietary Information of Owner, (iii) all Owner equipment or Furnished Materials, and (iv) all other equipment, materials, tools and supplies for the Work under any Work Order.

7.5. Endangered Species. If endangered species or any other Federal or State listed species are encountered by the Contractor during performance of the Work, Contractor shall take all necessary precautions to protect these species from any taking, harm, harassment, or habitat modification.

7.6. Notice of Certain Events. In the event that the Contractor is made aware of any event involving bodily injury, extraordinary illness, property damage, system damage, sabotage, vandalism or theft in the Project area, Contractor shall immediately notify Owner's Representative of the same.



**8. RIGHT TO INSPECT.**

- 8.3. Owner shall have the right to inspect all payrolls, invoices for materials, and other data and records of Contractor and any subcontractor relevant to the Work.
- 8.4. Work on the Project, and all materials and equipment utilized therein, shall be subject to inspection, tests, and acceptance by Owner, and Contractor shall furnish all information required by Owner concerning the nature or source of any materials incorporated or to be incorporated into the Work. All Contractor procedures and records pertaining to the Work shall be made available to the Owner for review prior to such inspections and tests. Contractor shall provide all reasonable facilities necessary for such inspection and tests and shall maintain telephone service where obtainable, and at least one (1) employee to whom communications from Owner may be delivered. Contractor shall have its representative designated on the applicable Work Order, or another authorized representative of Contractor, accompany Owner or Owner's Representative when any inspection is made. Any inspection(s) or test(s) conducted by Owner shall not relieve Contractor of its obligations to perform the Work in accordance with the requirements of this Agreement.
- 8.5. In the event that Owner shall determine that the Work contains or may contain defects, it shall be the duty of the Contractor and Contractor's surety or sureties, if any, to have an inspection by an engineer approved by Owner for the purpose of determining the exact nature, extent and location of such defects.
- 8.6. Owner's Representative may recommend to Owner that Contractor suspend the Work, in whole or in part, during such period or periods as the Owner's Representative deems necessary due to inclement weather or such other unfavorable conditions for satisfactory prosecution of the Work or due to failure of Contractor to comply with any provision of this Agreement; provided, however, that Contractor shall not suspend any Work pursuant to this provision without written consent from Owner.
- 8.7. Acceptance of any Work or workmanship by Owner or Owner's Representative shall not preclude the subsequent rejection thereof if such Work or workmanship shall be later found non-conforming to this Agreement or otherwise unsuitable. Any non-conforming or otherwise unsuitable Work or workmanship shall be remedied, by and at the sole expense of the Contractor, and Owner shall have the right to withhold payment to Contractor until such time as the non-conforming or unsuitable Work or workmanship remains uncorrected after written notice of the same is delivered to Contractor.

9. **BONDING REQUIREMENT.** In accordance with 2 C.F.R. § 200.325, if Contractor is requested to perform work on construction or facility improvement projects or subcontracts exceeding the Simplified Acquisition Threshold as defined by 48 C.F.R. Subpart 2.1 (currently, \$250,000), or if for any other reason Owner determines it necessary, Owner reserves the right to require the following:

- 9.3. A performance bond on the part of Contractor for one hundred percent (100%) of the Compensation under this Agreement. A “performance bond” is a bond executed to secure the fulfillment of all Contractor’s obligations under this Agreement.
- 9.4. A payment bond on the part of Contractor for one hundred percent (100%) of the Compensation under this Agreement. A “payment bond” is a bond executed to assure payment as required by law of all persons supplying labor and material in the execution of the Work pursuant to this Agreement.

10. **REPRESENTATIONS AND WARRANTIES.**

- 10.3. Authority. Contractor has the power and authority to execute, deliver and perform this Agreement and any Change Orders associated herewith. The person executing this Agreement on behalf of Contractor is authorized to bind Contractor with respect to its obligations hereunder, and any person executing any Change Orders on behalf of Contractor shall be authorized to bind Contractor with respect to its obligations thereunder.
- 10.4. Permits and Licenses. Contractor possesses an active and General Contractor’s License for the State of Florida (“License”) and will maintain the License and take any and all steps keep the License current during the Term of this Agreement or any subsequent extensions thereto.
- 10.5. Rural Electrification Act of 1936. Contractor is familiar with the Rural Electrification Act of 1936, as amended, and agrees to comply with all applicable provisions thereof.
- 10.6. Contractor’s Resources and Skill.
- 10.6.1. The Work and any written materials associated therewith, do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third party.
- 10.6.2. Contractor has and shall have the necessary equipment, materials, software and qualified personnel available to furnish the Work under this Agreement and that such personnel shall, at all times, be fully licensed, bonded and insured and in compliance with the applicable statutes and regulations of the country, state and/or county in which the services are being performed.

- 10.6.3. The Work provided hereunder shall be performed by Contractor and its agents and subcontractors, if any, in a professional manner by qualified personnel trained and skilled in the performance of the specified Work, and free from faults and defects and in conformance with the requirements of this Agreement.

**11. WARRANTY.**

- 11.3. Contractor represents and warrants that all Work, and all parts of the Work, provided to Owner under this Agreement will be free from defects and deficiencies in workmanship, materials and/or equipment, will conform to the requirements of this Agreement, including the Plans, Drawings and Specifications, will be fit for the purpose expressed in the Scope of Work in the Work Order, and will continue in service, operation, performance or use, without repairs, replacements or other expenditures due to the presence of defects or deficiencies, for one (1) year (or such longer period specified in the applicable Scope of Work and/or in warranties provided by manufacturers or subcontractors of any tier) from the date of Owner's final acceptance of the applicable Work.
- 11.4. If a defect or deficiency in the Work is discovered and such defect or deficiency is due to faulty design, workmanship, materials and/or equipment, Contractor shall be obligated to perform all necessary corrective work at no cost to Owner. Once a defective item has been corrected, the Warranty for that fixed item will extend for one (1) year from the date it was corrected.
- 11.5. Contractor shall transfer and assign to Owner all manufacturer or subcontractor warranties or guarantees of workmanship, materials and/or equipment applicable to the Work and in favor of Contractor prior to Owner's Final Payment to Contractor.

**12. LAWS AND REGULATIONS.**

- 12.3. FEMA. The Parties acknowledge that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund all or a portion of the Work performed under this Agreement. Contractor will comply with all applicable federal, state and local laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 12.4. OSHA.
- 12.4.1. Contractor shall comply with all laws, regulations, ordinances and governmental mandates relating to safety, including, but not limited to, safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970 and associated regulations and the National Electrical Safety Code (NESC). Contractor shall comply with OSHA Regulation 1910.269 related to electric power generation, transmission and distribution and shall be responsible for

locating and identifying all overhead and underground utilities prior to commencing the Work.

12.4.2. OSHA requires the disclosure and exchange of certain information regarding hazardous conditions that may be present or arise depending on the project, the work site, the scope of Work or other factors. In the event that Owner determines that certain factors require any disclosure pursuant to applicable OSHA rules or regulations, Owner shall provide Contractor with a Hazard Information Sheet at or near the time the Contractor arrives on site and receives its safety briefing.

12.5. Licenses and Permits. Contractor must comply with all laws and regulations pertaining to obtaining and maintaining applicable occupational or professional licenses. Contractor must comply with the terms of all permits, licenses, and regulatory authorities governing the Work under this Agreement.

12.6. Equal Opportunity.

12.6.1. This Agreement is a “federally assisted construction contract” as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Agreement, the Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but is not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or

order of the Secretary of Labor, or as otherwise provided by law.

- (h) Contractor will include the portion of the sentence immediately preceding (a) of this subsection and the provisions of (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.6.2. Owner agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Owner so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

12.6.3. Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

12.6.4. Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II,

Subpart D of the Executive Order. In addition, Owner agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 12.7. Immigration and Naturalization Act. Contractor shall not knowingly employ unauthorized alien workers in violation of 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Agreement.
- 12.8. Compliance with Davis-Bacon Act. All transactions pursuant to this Agreement shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractor shall pay wages not less than once a week.
- 12.9. Compliance with Copeland "Anti-kickback" Act. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. as may be applicable, which are incorporated by reference into this Agreement. Contractor or subcontractor shall insert in any subcontracts the sentence above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
- 12.10. Domestic Preference Requirements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 12.11. Procurement of Recovered Materials. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 12.12. Compliance with Contract Work Hours and Safety Standards Act.
- 12.12.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 12.12.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Section 12.10.1, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 12.10.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in Section 12.10.1.
- 12.12.3. Withholding for unpaid wages and liquidated damages. The federal government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other



Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 12.10.2.

- 12.12.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 12.10.1 through Section 12.10.4, inclusive, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 12.10.1 through Section 12.10.4, inclusive.

12.13. Prohibition on Certain Telecommunications and Video Surveillance Work or Equipment.

- 12.13.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

12.13.2. Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in Section 12.11.3 applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or a critical technology as part of any system.

12.13.3. Exceptions.

- (a) This clause does not prohibit contractors from providing:
  - (1) (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (3) By necessary implication and regulation, the prohibitions also do not apply to:
  - (4) Covered telecommunications equipment or services that (i) are not used as a substantial or essential component of any system, and (ii) are not used as critical technology of any system.
  - (5) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

12.13.4. Reporting Requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Section 12.12.4(b) to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to Section 12.11.4(a):
  - (1) Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (2) Within ten (10) business days of submitting the information in Section 12.11.4(b)(1): Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

12.13.5. Subcontracts. Contractor shall insert the substance of this Section, including this subsection 12.11.5., in all subcontracts and other contractual instruments.

12.14. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. In accordance with 2 C.F.R. §200.321, if subcontracting any portion of the Work, Contractor shall take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor

surplus area firms are solicited and used when possible. Such affirmative steps shall include the following:

- 12.14.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 12.14.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 12.14.3. 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;
- 12.14.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 12.14.5. 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.

12.15. Environmental.

- 12.15.1. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. § 1251-1387), as amended. Contractor must report each violation made by Contractor or its subcontractors in writing to Owner and understands and agrees that Owner will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 12.15.2. Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Company and understands and agrees that the Company, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

12.16. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

12.17. Byrd Anti-Lobbying Amendment.

12.17.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, attached hereto as **Exhibit E**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient of the Federal award. Where applicable, Contractor represents and agrees that it:

- (a) has read and understood **Exhibit E**;
- (b) will have all subcontractors of any tier sign and deliver the certification; and
- (c) will perform all of the requirements set forth in the certification.

12.18. Suspension and Debarment.

12.18.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 CFR pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 CFR § 180.935).

12.18.2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

12.18.3. Contractor must complete the certification attached hereto as **Exhibit E**. This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner and the Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 12.17 Buy American. Contractor must complete and return the Buy American Certificate attached here to as **Exhibit G**.

**13. INSURANCE.**

- 13.3. Contractor shall maintain, at its sole expense, throughout the performance of its obligations under this Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to Owner:
- 13.3.1. *Comprehensive General Liability Insurance* (Combined Single Limits), written on a "ISO" commercial liability form or its equivalent, covering bodily injury, death, and property damage, including advertiser's liability and personal injury, with broad form contractual liability endorsement in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) per loss.
- 13.3.2. *Worker's Compensation Insurance*, in statutory limits required in each state in which Contractor will operate under the terms of this Agreement and Employer's Liability Insurance, in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) per loss.
- 13.3.3. *Comprehensive Automobile Liability Insurance*, in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) combined single limits for bodily injury and property damage covering owned and non-owned hired vehicles.
- 13.3.4. *Umbrella Liability Insurance*, in the minimum amount of THREE MILLION DOLLARS (\$3,000,000) per loss. This policy shall provide excess limits for automobile, comprehensive general liability and employer's liability coverage.
- 13.4. Each policy required pursuant to subsections 13.1.1, 13.1.3, and 13.1.4 above shall be endorsed naming Owner and its direct or indirect parent companies and all of its and their affiliated, associated, and subsidiary companies, corporations, joint ventures, partnerships or individuals and/or any other party in interest that is required by contract to be named, now existing or hereafter constituted or acquired, as an additional insured under Contractor's policy.
- 13.5. Contractor shall provide Owner with certificates of insurance evidencing the coverage and limits described above on the date of execution of this Agreement and renewal certificates not more than ten (10) days after the expiration of the certificate it renews. The certificates of insurance shall provide that Owner be given no less than thirty (30) days prior written notice of renewal, alteration, termination or cancellation and no less than ten (10) days' notice in the event of non-payment of any premium. Notwithstanding the foregoing, Contractor agrees to replace any coverage prior to the date of cancellation. Contractor shall also require the insurance

carrier to notify Owner of any claim filed under any insurance policy described herein. In addition, each carrier shall provide to Owner each year during the Term of this Agreement, on the anniversary date of the Effective Date, a certification that all of the foregoing policies are in full force and effect and not subject to any termination provisions therein. Contractor's failure to maintain the required insurance shall constitute a material breach for which Owner may elect to terminate this Agreement.

13.6. Contractor shall require each of Contractor's subcontractors comply with the insurance requirements of this Agreement. Contractor's and any subcontractor's insurance policies shall be the primary insurance policies with respect to any claims, losses, damages or actions arising out of or relating to Contractor's or any subcontractor's performance of, or failure to perform, its obligations under this Agreement.

13.7. Contractor shall attach their Certificate of Insurance hereto as **Exhibit H**.

#### **14. SUBCONTRACTING.**

14.3. Contractor may not subcontract the performance of any of its obligations hereunder without the prior written consent of Owner. Approval of any subcontractor by Owner shall not constitute a waiver of any rights of Owner to reject Work which is non-conforming to the requirements of this Agreement.

14.4. 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 Owner of all Subcontractors to be used and Contractor and Subcontractor(s) must sign Owner's Contractor Release Form.

14.5. 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:

14.5.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

14.5.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

14.5.3. 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.

14.5.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

- 14.5.5. 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.
- 14.6. Any Subcontractor shall visibly identify affiliation with Contractor, for example, by displaying Contractor's badging on vehicles and /or equipment.
- 14.7. **CONTRACTOR SHALL LIST ALL PROPOSED SUBCONTRACTORS FOR THIS CONTRACT.** THIS list shall indicate the type of work for each proposed Subcontractor. If Contractor fails to list **ALL** potential Subcontractors, Owner will not be responsible for costs incurred by a Subcontractor who is not listed below. (Attach separate sheet if necessary).

<u>SUBCONTRACTOR</u>	<u>WORK SUBCONTRACTED</u>

- 14.8. 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. Subcontractors shall be bound by the same Certificate of Insurance, cancellation, insurance modification and policy limit requirements as the Contractor. Copies of Certificates naming Owner as an additional insured shall be provided to the Company prior to the Contractor commencing the Work.
- 14.9. To the extent Contractor subcontracts to third parties any of its obligations under this Agreement, Contractor shall remain fully liable for such obligations and for all acts or omissions of its subcontractors. Nothing in this Agreement shall be construed to create any contractual relationship between Owner and any Contractor affiliate or subcontractor, nor any obligation on the part of Owner to pay or cause the payment of any money due to any subcontractor, except as may be otherwise required by law.



15. **TERMINATION.** Upon termination for any reason, Owner shall provide written notice of such termination to Contractor specifying the effective date of the termination. Except as otherwise directed by Owner in writing, Contractor shall incur no further obligations in connection with the Work, and Contractor must cease all Work on the date such termination becomes effective. Owner may direct Contractor to assign all of Contractor's right, title, and interest in and to any orders or subcontracts to Owner or Owner's designee; otherwise, Contractor shall terminate all outstanding orders and subcontracts and settle or otherwise resolve any liabilities or claims arising thereunder as a result of the termination. Contractor shall transfer title and deliver to Owner all such completed or partially completed Work and materials, equipment, parts, fixtures, information and documents.
- 15.3. **For Convenience.** Owner shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term of this Agreement upon thirty (30) days' prior written notice to Contractor (the "Notice Period"). Neither Party shall incur any liability arising out of any termination as provided for in this subsection, except for Work previously completed hereunder. During the Notice Period, Owner will only pay for Work actually performed in accordance with unrevoked Owner instructions. Contractor shall, at Owner's discretion, complete any Work assigned or scheduled during the Notice Period in accordance with the terms and conditions of this Agreement. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.
- 15.4. **For Cause.** Owner may terminate this Agreement, effective upon written notice to Contractor (subject to cure rights or other waiting periods as described below, if applicable), upon an Event of Default as described under subsection 15.3 below. Such right of termination shall not be exclusive of any other rights and remedies that Owner may have at law or in equity for damages or otherwise.
- 15.5. Any one or more of the following shall constitute an "Event of Default" hereunder:
- 15.5.1. Contractor fails to perform or observe any material obligation set forth herein, including without limitation, the requirements of Section 7, in any material respect and such failure remains uncured after five (5) days' written notice; or
- 15.5.2. Any Contractor representation or warranty contained herein shall be false or misleading in any material respect as of the date made or deemed to have been made; or
- 15.5.3. Contractor shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, corporation or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of Contractor or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of Contractor or

any substantial part of its property, or (ii) consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iii) make a general assignment for the benefit of creditors, or (iv) fail generally to pay its debts as they become due, or (v) take any corporate action to authorize any of the foregoing; or

15.5.4. An involuntary case or other proceeding shall be commenced by persons that are not bound or affected by this Agreement against Contractor seeking liquidation, reorganization or other relief with respect to Contractor or Contractor's debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order is entered by a court of competent jurisdiction affecting substantially all of the property or affairs of Contractor against which proceedings have been commenced under bankruptcy, insolvency or other similar laws as now or hereafter in effect and such order shall remain undismissed and unstayed for a period of sixty (60) days.

15.5.5. Return of Confidential Information. Upon the expiration or termination of this Agreement for any reason, each Party shall, at the other's election, either promptly return or destroy all confidential information of the other Party and all copies thereof, including any electronically stored copies. An authorized officer of each Party shall, upon another Party's request, certify in writing to such return and destruction and that no copies of such information (including electronically stored copies) have been retained.

15.5.6. Termination Payment. Upon satisfaction of all conditions and requirements of Contractor in Section 5.3.2(a)(2) through (4), shall pay Contractor the balance of any amounts due Contractor for completed Work or expenses incurred under the Work Order within thirty (30) days.

16. **REMEDIES.** If any Work performed by the Contractor fail to meet the requirements of the Agreement, any other applicable standards, codes or laws, or the instructions of Owner's Designated Representative, Owner may in its sole discretion and with written notice; provided that Contractor has failed to commence to cure such failure within five (5) days of written notice from Owner:

16.3. Elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the Work which fail to meet the requirements and standards referenced in this Agreement;

- 16.4. Hire other contractor(s) to perform the Work and deduct any additional actual and out of pocket costs incurred by Owner as a result of substituting contractors from any amounts due to Contractor; or
- 16.5. Pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit Owner's right to pursue any and all other available legal or equitable remedies against Contractor.

**17. CONFIDENTIALITY.**

- 17.3. While rendering the Work under this Agreement, Contractor may have access to confidential or proprietary information regarding Owner and its related business entities (the "Information"). Contractor acknowledges the proprietary and sensitive nature of the Information and the importance of maintaining the secrecy and confidentiality of such Information. The Information includes, but is not limited to, proprietary and confidential matters concerning certain know-how, data and/or other matters related to Owner's current and proposed operations, as well as Owner's clients, customers, vendors, security and financial information, technical data, drawings, designs, software, tapes, inventions, developments, processes, technology information, marketing strategies, targeting methods, business objectives and any information relating to the pricing, and research development or related information to which Contractor has gained access in connection with this Agreement. Contractor and its employees and supplier's agents and subcontractors and their employees, shall not, without the prior written consent of Owner, disclose any Information to any third party, either orally or in writing, unless such disclosure is (i) required for its performance under this Agreement or (ii) required by law or legal or regulatory process. Unless otherwise required by law, Contractor shall not release or disclose any information concerning the terms and conditions of this Agreement to any third party unless prior written consent is obtained from Owner.
- 17.4. Contractor: (i) shall not, without Owner's prior written consent, disclose the Information in any manner except as expressly authorized by this Agreement, (ii) shall treat Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care and (iii) shall use its best efforts to prevent disclosure of Information to unauthorized parties. Contractor shall notify Owner immediately of any loss or unauthorized disclosure or use of Information that comes to its attention.
- 17.5. Contractor shall only use the Information for the purpose of performing the Work under this Agreement and will restrict disclosure of the Information solely to those of its employees, agents and subcontractors with a need to know such Information for the purpose of performing such Work. Contractor will ensure that any such person permitted access to any portion of the Information is advised of its

confidential nature and that it may be used only for the purposes enumerated hereunder.

- 17.6. The Parties agree that any unauthorized use or disclosure of Information by Contractor may cause immediate and irreparable harm to Owner for which money damages may not constitute an adequate remedy. In such event, the Parties agree that Owner may seek injunctive relief as appropriate.
- 17.7. If Contractor is directed by court order, subpoena or other legal or regulatory agency's request or similar process to disclose any of the Information, Contractor shall notify Owner in writing in accordance with the provisions of Section 26.2, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory agency's request or similar process, in order to permit application by Owner for an appropriate protective order.

## **18. PROPRIETARY RIGHTS.**

- 18.3. All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "Proprietary Materials") of any nature whatsoever produced by, for, or as a result of, any of the Work to be provided hereunder, and all copies of the foregoing, shall be the sole and exclusive property of Owner, and such Proprietary Materials shall be deemed "works made for hire," of which Owner shall be deemed the author. Contractor shall make use of the Proprietary Materials only as expressly permitted under this Agreement. To the extent that any Proprietary Materials are not deemed to be "works made for hire," Contractor hereby irrevocably grants, assigns, transfers and sets over to Owner all right, title and interest of any kind, nature or description in and to the Proprietary Materials, including copyrights and any other intellectual property rights therein.
- 18.4. In all source code modules and on all reports, diskette labels, software screens, flowcharts, and diagrams contained in the Proprietary Materials, the following copyright notice shall be placed by Contractor as per Owner instructions:

**© 2023 Withlacoochee River Electric Cooperative, Inc. All rights reserved.**

- 18.5. Contractor shall execute all documents and, at Owner's expense, take all other actions requested by Owner to assist Owner in perfecting and enforcing its rights in connection with the registration of patent and/or copyrights or any other statutory protection in the Proprietary Materials and other work products.
- 18.6. Contractor warrants that all Proprietary Materials developed under this Agreement shall be Contractor's own work. Contractor may not include in the Proprietary Materials any information, data, reports, studies, object modules, executables, source code, flow charts, diagrams or other tangible or intangible materials that existed prior to the commencement of the work hereunder ("Pre-existing Materials") except those Pre-existing Materials which are owned by the Contractor or Owner,

or those to which Contractor has all requisite right and authority, by license or otherwise, to use on behalf of and license to Owner. Contractor shall identify any such Pre-existing Materials upon delivery of the Proprietary Materials to Owner. Contractor hereby grants to Owner and the Affiliates (1) an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform and distribute (internally and externally) copies of, and prepare derivative works based upon, such Pre-existing Materials, and (2) the right to authorize others to do any of the foregoing in connection with Owner's and the Affiliates' business.

**19. PUBLICITY.**

- 19.3. Contractor agrees not to make any public disclosure, except as may be legally required, relating to Owner or relating to or arising under this Agreement, without obtaining the prior written consent of Owner. Any unauthorized publication may result in termination of this Agreement for default as set forth in Section 15.
- 19.4. Contractor shall not use, and shall keep its employees, agents and subcontractors from using, the name, trademark or logo of Owner in any sale, marketing publication, advertisement or other publication and shall not make, or let its employees, agents or subcontractors make, any public statement relating to Owner without the prior written consent of Owner. Neither Contractor nor its employees, agents or subcontractors shall use the letterhead of Owner without Owner's prior written consent.

**20. INDEMNIFICATION.**

- 20.3. From commencement of Work to completion of Work, or to such earlier date or date when Owner may take possession and control in whole or in part as hereinafter provided, the Project and the Work associated therewith shall be under the charge and control of Contractor and during such period of control by Contractor all risks in connection with the Work and the materials to be used therein shall be borne by Contractor, with the exception any such damages caused by Owner's negligence. Contractor shall fully repair any and all injury and damage to the Project, or any portion thereof, under the control of Contractor by reason of act of God or other casualty or cause, whether or not the same shall have occurred by reason of Contractor's negligence.
- 20.4. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, agents, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to Contractor's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Contractor's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Contractor, its subcontractors and suppliers of any tier. But nothing herein shall be construed as

making Contractor liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.

- 20.5. Contractor shall defend, indemnify, and hold harmless Owner and Owner's managers, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Contractor, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Contractor shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Contractor does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Contractor.
- 20.6. Contractor shall provide to Owner's satisfaction evidence of Contractor's ability to comply with the indemnification provisions of the subsections of this Section 20 above, which evidence may include, but may not be limited to, a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company; provided no bond shall be required unless requested by Owner pursuant to Section 9.
21. **FORCE MAJEURE.** Neither Party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences. The Party claiming such force majeure condition shall notify the other Party as promptly as practicable after such Party becomes aware of the occurrence of such force majeure condition. If there is any such delay, then the periods for the completion of the Parties' obligations hereunder shall be automatically extended by the period of such delay. In every case, the Party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent of such delay or failure. Notwithstanding the foregoing, Owner may terminate this Agreement in the event that Contractors is unable to fulfill its obligations pursuant to this Agreement because of such excusable delays which continue in effect for thirty (30) consecutive days.
22. **DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the Parties hereto either with respect to (a) the interpretation of any provision of this Agreement, (b) the performance of either Party of its duties hereunder or (c) any invoice issued hereunder, each of the Parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.

23. **ACCESS TO RECORDS.** Contractor shall keep complete and accurate records of all of its work and expenses in providing the Work to Owner for a period of three (3) years from the date which the record was created or any longer period as such records are either in dispute or required to resolve a dispute between the Parties. Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor applicable to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing or their authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the Company and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
24. **COMPLIANCE WITH LAWS.** Contractor agrees that it shall comply with all applicable federal, state, and local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the Work to be provided hereunder. If, at any time during the Term of this Agreement, Contractor is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), Contractor shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.
25. **EMERGENCY CONTACT INFORMATION.** Contractor shall provide a comprehensive list of contacts, i.e., key personnel, whom Owner 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): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

E-mail Address(es): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-mail Address(es): \_\_\_\_\_

**26. MISCELLANEOUS.**

26.3. Independent Contractor. Contractor shall provide the Work as an independent contractor on a non-exclusive basis and nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent between the Parties hereto or any of their affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either Party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. Contractor acknowledges that the Work performed hereunder are solely within its control, and neither Contractor nor any Contractor representative, agent or subcontractor will hold itself out as anything but an independent contractor of Owner. Contractor agrees to indemnify and hold Owner harmless from any loss, claim, damage, costs or expense of any kind, including reasonable attorney's fees and court costs, to which Owner may be subjected to by virtue of any finding related to an employment, partnership or joint venture relationship between Contractor or any of its representatives, agents or subcontractors and Owner. Contractor agrees that upon hiring any persons, Contractor shall, at that time, clearly convey to such person that Contractor, and not Owner, is the employer of such persons.

26.4. Notices. Any notice, report, demand, waiver, consent or other communication given by a party under this Agreement (each a "notice") shall be in writing, may be given by a Party or its legal counsel, and shall be deemed to be duly given (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five (5) days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to whom directed at that Party's address as it appears below in this Section or another address of which that party has given notice. Notices of address change shall be effective only upon receipt notwithstanding the provisions of the foregoing sentence.

If to Owner:                      Withlacoochee Electric River Cooperative, Inc.  
    14651 21<sup>st</sup> Street  
    Dade City, Florida 33523  
    Attn: David Lambert

With a copy to:                  Taylor English Duma, LLP  
    238 N Massachusetts Ave  
    Lakeland, Florida 33801  
    Attn: Keith C. Smith



If to Contractor: \_\_\_\_\_ (name)

Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_

Attn: \_\_\_\_\_

- 26.5. DHS Seal, Logo and Flags. Contractor shall not use the Department of Homeland Security ("DHS") seals, logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Contractor shall include this provision in any subcontracts.
- 26.6. No Obligation of Federal Government. The Federal Government is not a Party to this contract and is not subject to any obligations or liabilities of Owner, Contractor, or any other party pertaining to any matter resulting from this Agreement.
- 26.7. Attorneys' Fees. In the event that either Party brings any suit, action or proceeding against the other Party for any reason arising from or related to this Agreement, then the prevailing Party shall be entitled to recover from the other Party any and all costs and expenses, including reasonable attorney fees, arising from or related to the suit, action or proceeding.
- 26.8. Assignment. Neither Party may assign any of its rights, or delegate any of its duties, without the prior written consent of the other Party.
- 26.9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and permitted assigns.
- 26.10. Amendment and Waiver. This Agreement may not be changed or terminated orally, but only by a written instrument executed by both Parties. No waiver of compliance with any provision or condition, and no consent provided for, shall be effective unless evidenced by an instrument in writing duly executed by all of the Parties.
- 26.11. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, that term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions, and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been included.
- 26.12. Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

- 26.13. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.
- 26.14. Survival. Any termination or expiration of this Agreement, in whole or in part, shall not release Contractor from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing at the time or prior to termination or expiration of this Agreement. To the extent necessary to enforce or resolve matters or Claims hereunder arising before termination or expiration, all obligations of Owner and Contractor shall survive the termination or expiration of this Agreement.
- 26.15. Authority; Further Assurances. Each Party represents that it has taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish the other Party with satisfactory evidence of same upon request. Each Party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the effective execution of the transactions contemplated hereby, and shall continue to do so during the Term of this Agreement.
- 26.16. Entire Agreement. This Agreement together with all appendices, addenda, exhibits and schedules attached hereto constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof. Contractor agrees that no other promises or inducements have been made to her unless contained in writing, attached hereto or incorporated herein by reference. Contractor represents that he/she has read this Agreement in its entirety, has a copy of same, and agrees to all the provisions herein.
- 26.17. Headings. The headings of the Sections in this Agreement are provided for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All references to "Sections" refer to the corresponding Sections of this Agreement unless otherwise specified.
- 26.18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[The remainder of this page is intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed on the dates set forth below.

**OWNER:**

WITHLACOOCHEE ELECTRIC RIVER  
COOPERATIVE, INC.,  
a Florida not for profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

(name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION II

### CONTRACTOR EXCEPTIONS

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.

**NOTE:** 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 the Owner.

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

### **SECTION III** **SPECIFICATION**

Supply labor and associated equipment along with a truck or track mounted drill rig and tooling required for 24" to 120" diameter and up to and sometimes exceeding 30' in depth, drilled shafts for culvert placement. WREC will provide labor and equipment for placement of culverts, Contractor will assist as needed in placement. The contractor will abide by all FL Depart. of Transportation and various county regulations and permit requirements and will use traffic control devices as required by the governing authority.

## **SECTION IV** **PRICING**

- 1.0 **BASE BID:** In compliance with the Notice and Instructions to Bidders, the Contractor hereby declares that he/she has read and understands the Contract Documents herein and hereby proposes to furnish all labor, Equipment/equipment and Materials/materials necessary to complete the Work in accordance with the Notice and Instructions to Bidders, General Terms and Conditions, and the Specifications.

Pricing shall be fixed for each contract year and shall include but not be limited to: any required Mobilization/Demobilization (unless broken out separately below), supervision, Materials/materials, tools, Small Tools, Equipment/equipment, fuel, per diem, travel, travel time, consumables, appropriate fall protection and personal protection equipment (PPE), Site Safety Orientation, and all costs for overhead, profit and insurance.

**NOTE:** Any Labor classification and/or equipment not defined in the pricing tables below or in Exhibit I shall not be invoiced to Owner. Owner shall not be liable for any labor classification or equipment not listed in Table 2.0 or Exhibit I.

- 2.0 **HOURLY LABOR RATES:** If necessary, please list any additional crafts in the table below

<b>Craft</b>	<b>Straight Time Year 1</b>	<b>Overtime Year 1</b>	<b>Straight Time Year 2</b>	<b>Overtime Year 2</b>	<b>Straight Time Year 3</b>	<b>Overtime Year 3</b>
Gen. Foreman	\$	\$	\$	\$	\$	\$
Foreman	\$	\$	\$	\$	\$	\$
Journeyman	\$	\$	\$	\$	\$	\$
Laborer	\$	\$	\$	\$	\$	\$
Apprentice	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

Define point at which overtime commences per workweek:

Example:      After first 40 hours are spent; or after 8 hours, 5-days a week; or after 10 hours, 4-days a week; or other method.

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3.0 EQUIPMENT RATES: If necessary, please list any additional equipment below.

Type of Equipment	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3
Pressure Digger on Tracks	\$	\$	\$
Water Truck	\$	\$	\$
Boom Truck	\$	\$	\$
Tractor with Bucket	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

4.0 DAILY RATE\*: Please provide a daily rate which includes all the required labor, tools, and equipment, etc. to perform the Work.

\$\_\_\_\_\_/day

\*There are \_\_\_\_\_ hours included in the Daily Rate.

5.0 Fixed Price for Mobilization/Demobilization:

Mobilization Contract Year 1: \$\_\_\_\_\_

Demobilization Contract Year 1: \$\_\_\_\_\_

Mobilization Contract Year 2: \$\_\_\_\_\_

Demobilization Contract Year 2: \$\_\_\_\_\_

Mobilization Contract Year 3: \$\_\_\_\_\_

Demobilization Contract Year 3: \$\_\_\_\_\_

**EXHIBIT A**  
**Form of Work Order and Scope of Work**

**WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.** ("Owner" or "WREC") and **[NAME OF CONTRACTOR]** ("Contractor") are Parties to that certain Master Services Agreement No. [AGREEMENT NUMBER] dated [DATE OF AGREEMENT], including all Exhibits, Appendices and amendments thereto (collectively, the "Agreement"). Owner hereby authorizes Contractor to perform the Work specified in this Work Order in accordance with the terms and conditions set forth herein and in the Agreement. This Work Order shall be incorporated into and made part of the Agreement upon execution.

Work Order No.:		
Project:		
Type of Work Requested:		
Description of Work:	See <b>Scope of Work</b> , included herein.	
Deliverables:		
Rates:	Owner shall pay Contractor for the Work in accordance with the rates and other compensation set forth in <b>Section IV</b> , "Pricing" and/or <b>Exhibit I</b> , "Contractor's Rate Sheet (Labor & Equipment)" of the Agreement. <b>Owner shall only pay for actuals incurred.</b>	
Compensation:	Compensation to Contractor under this Work Order: \$ _____ <input type="checkbox"/> Not-to-Exceed (required for hourly work)	
	If Not-to-Exceed Compensation applies, Contractor shall bear all costs and expenses associated with the Work hereunder in excess of the above Not-to-Exceed Compensation amount above, unless such costs and expenses are authorized pursuant to an approved Change Order prior to any incurring costs or performing any Work in excess of the Not-to-Exceed Compensation amount.	
Invoicing:	Submit invoices to: _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly	
Commencement Date:	Contractor will commence work as soon as possible within 24 hours of signing this Task Release, unless otherwise indicated herein:	
Estimated Completion Date:	The estimated completion date is: Contractor may request and Owner may grant, in Owner's sole discretion, an extension to the estimated completion date. Any adjustment to the estimated completion date shall be in an approved Change Order or other writing executed by Owner and Contractor.	
Representatives:	<u>Owner Representative</u>	<u>Contractor Representative</u>
	Name: Email: Phone:	Name: Email: Phone:



DESCRIPTION AND SCOPE OF WORK:

Supply labor and associated equipment along with a truck or track mounted drill rig and tooling required for 24" to 120" diameter and up to and sometimes exceeding 30' in depth, drilled shafts for culvert placement. WREC will provide labor and equipment for placement of culverts, Contractor will assist as needed in placement.

LIST OF PLANS, DRAWINGS, AND SPECIFICATIONS:

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### **Additional Special Conditions and Instructions**

1. Contractor to provide certified, trained, and competent labor to Owner.
2. Contractor shall provide suitable Flame Resistant (FR) clothing and any other required PPE to mitigate arc flash hazard. Data pertaining to arc flash on the Owner's system is available from the Owner, if applicable.
3. Contractor will abide by all Florida Department of Transportation and various County regulations and permit requirements and will use traffic control devices as required by the governing authority. The Owner will obtain all necessary Florida DOT permits.
4. Contractor is responsible for all spills of materials that may be considered hazardous or toxic. The Contractor must conform to Federal, State and local rules concerning the transporting, handling, and use of such materials. Product MSDS information must be on all vehicles at all times and must be made available to the Owner prior to Contractor commencing the Work.
5. This Agreement has no provision for non-productive labor or equipment. Contractor shall be responsible for scheduling the assigned Work, reviewing the Work site, coordinating the activities of Contractor's personnel, and identifying any potential problems prior to the Work.
6. Contractor shall, within a reasonable amount of time, respond to any consumer with respect to damages or complaints related to the Work performed under this Agreement. Copies of all correspondence between Contractor and any of Owner's consumers must be sent to the Manager Eng. & Tech. Support.
7. Maps, construction books, specification books, sag charts, keys, vehicle signs, and other materials or tools provided to the Contractor must be returned to the Owner upon completion of the project.
8. Contractor's crews and equipment shall have a presentable appearance appropriate to the Work site.
9. Contractor agrees to accept all equipment and structures of Owner in an AS-IS conditions, and Contractor shall perform its own inspection for purposes of determining any hazards to performing the Work and shall adopt suitable precautions and methods for the protection and safety of its employees and subcontractors.
10. Contractor shall be responsible for verifying and coordinating the location of any and all facilities, both publicly and privately owned, in or near the Work area. Contractor shall abide by the State of Florida Underground Facility Damage Prevention and Safety Act. All information regarding this act can be found at the "Sunshine 811" website. Contractor shall be solely liable for damages to facilities in or near the Work area. Prior to commencing Work, Contractor shall notify Florida Department of Transportation (D.O.T.) after the permit is provided by Owner.
11. If applicable, the Contractor shall pick up Owner Furnished Materials at Owner's warehouse or other location designated by Owner. Contractor shall be liable for the damage or loss of any Owner Furnished Materials and equipment after taking possession of the same.
12. If applicable, upon completion of the Work, Contractor shall return materials to a site designated by Owner. All returned hardware shall be broken down into individual units for storage, unless otherwise directed by Owner. All wire will be taken-up one strand at a time in hand coils or on wooden reels.
13. If applicable, all equipment not used shall be returned to the Owner. Any oil-filled equipment or switches not considered re-useable shall be returned to Owner.

14. For pole replacements, map location number tags will be transferred from the removal pole to the installation pole (if the tag exists). Materials will be re-used when possible, and any necessary replacement materials will be provided by Owner.
15. The bottom of all new poles shall be tamped or cleaned with a spoon to avoid placing the pole on loose dirt.
16. Contractor will be issued one set of keys (for each Contractor crew) to Owner's locks to allow access to private property. Contractor's employee(s) or agent(s) will be required to sign a ledger listing the name of the Contractor, the recipient's name, and unique key identification number(s) before any keys will be issued. The keys shall be used by the Contractor solely for access to private property as required for performance of right-of-way maintenance activities on the Owner's rights-of-way as described in this Agreement. Upon completion of the Work under this Agreement, Contractor shall return all keys given to Contractor by Owner. Contractor shall not make duplicates of the keys, and Contractor will be charged \$100.00 for each set of keys not returned in its entirety, the amount of which shall be withheld from the Final Payment.
17. If applicable, Per Diem shall be reimbursed at the following rates: Daily lodging: Not to exceed \$148/day. Meals & Incidentals: Not to exceed \$80/day (not to exceed \$60/day for the first and last day of travel). If Owner furnishes a base camp, Contractor will be required to reside at the base camp, however, in certain limited circumstances, Per Diem may be reimbursed to select Contractor employees while base camp accommodations are being provided. Any request form Per Diem shall be pre-approved by Owner in the event that Owner is furnishing base camp accommodations.
18. Travel time shall only apply for the duration (time) of travel to and from the location of the storm (Job Site or base camp).
19. Contractor is required to provide all tools and equipment to successfully complete the Work. Owner will not be responsible for providing small tools and/or consumables.

**OWNER:**

Withlacoochee River Electric Cooperative, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

(name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**Intentionally Omitted.**

## EXHIBIT C - MOBILIZATION / DEMOBILIZATION SCHEDULE

The Contractor shall provide a schedule from the time of the Work Authorization for mobilization status.

Describe the timeline in detail (use additional pages if necessary): \_\_\_\_\_

[illegible]

**EXHIBIT D**  
**Certificate of Contractor and Indemnity Agreement**

The undersigned, \_\_\_\_\_, certifies that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Contractor, in an Agreement dated \_\_\_\_\_, entered into between the Contractor and Withlacoochee River Electric Cooperative, Inc., the Owner, for the construction of a rural electric Project (hereinafter referred to as Project), which bears the Project Designation \_\_\_\_\_, and that he/she is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

The undersigned further certifies that all persons who have furnished labor in connection with the portion of the Project represented by the Contractor's invoices dated \_\_\_\_\_ in the amount of \$\_\_\_\_\_ have been paid in full; that all manufacturers, material suppliers and subcontractors which furnished any materials or services, or both, for the said section of the Project have been paid in full; that no lien has been filed against the Project and no person has any right to claim any lien against the Project.

The undersigned further certifies that upon Owner's payment of the contract price to the Contractor, Project the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner from any claim or lien arising out of the fault of the Contractor which may have been or may be filed against the Owner.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This Certificate must be signed with the full name of the Contractor. If the Contractor is a partnership, this Certificate must be signed in the partnership name by a partner. If the Contractor is a corporation, this Certificate must be signed in the corporate name by a duly authorized officer.

## **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:

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.

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.

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 section 1352, Title 31, U.S.C. 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, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

(name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT F**

### **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

#### **INSTRUCTIONS FOR CERTIFICATION**

“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)

#### **Defined Terms**

- **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 government-wide 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)

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

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

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

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

**Contract No.:** \_\_\_\_\_

## **EXHIBIT G- BUY AMERICAN CERTIFICATE**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0107. The time required to complete this information collection is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture  
Rural Utilities Service

### **CERTIFICATE**

\_\_\_\_\_  
*With respect to compliance with the second paragraph of the Rural Electrification Act of 1938,  
being Title IV of the Work Relief and Public Works Appropriation Act of 1938 (Public Resolution  
No. 122, 75th Congress, approved June 21, 1938).*  
\_\_\_\_\_

*Rural Utilities Service Project: Construction Emergency Restoration / Storm* \_\_\_\_\_

The undersigned, being, the \_\_\_\_\_<sup>1</sup>,

in a certain Contract No. STORMDRILL25-01 dated \_\_\_\_\_, \_\_\_\_\_, between the  
undersigned

and Withlacoochee River Electric Cooperative, Inc. ("WREC")<sup>2</sup>,

*does hereby certify that in the performance of the said contract there have been used or furnished no unmanufactured articles,  
materials or supplies which have not been mined or produced in the United States<sup>3</sup> or in any eligible country and no  
manufactured articles, materials or supplies which have not been manufactured in the United States or in any eligible country  
substantially all from articles, materials produced or manufactured, as the case may be, in the United States or in any eligible  
country, except to the extent that compliance with the second paragraph of the Rural Electrification Act of 1938, being Title IV of  
the Work Relief and Public Works Appropriation Act of 1938 (Public Resolution No. 122, 75th Congress, approved June 21,  
1938) has been waived by the Administrator of the Rural Utilities Service. For purposes of this certificate, an "eligible country" is  
any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products  
and services and suppliers to the markets of that country, as determined by the United States Trade Representative.<sup>4</sup>*

\_\_\_\_\_  
By \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Insert "Contractor," "Subcontractor," "Seller," Or "Material Supplier," as the case may be.

<sup>2</sup> Insert the name of the RUS Borrower.

<sup>3</sup> United States means United States, its territories and possessions.

<sup>4</sup> A current list of eligible countries may be obtained by contacting RUS

# EXHIBIT H – EXAMPLE CERTIFICATE OF INSURANCE (Example)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:	CONTACT:	
	NAME:	
	PHONE:	FAX:
	IAIC No. Issd:	IAIC No.:
	E-MAIL:	
INSURED:	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

NAME, ADDRESS AND CONTACT INFORMATION FOR  
YOUR INSURANCE COMPANY OR THE AGENT/BROKER  
ISSUING THE CERTIFICATE

LEGAL NAME AND ADDRESS OF YOUR FIRM

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			<b>COMPLETE THESE SECTIONS EVIDENCING ALL COVERAGES, WITH APPLICABLE LIMITS OF INSURANCE REQUIRED BY OUR CONTRACT OR PURCHASE ORDER WITH YOU. INCLUDE ALL POLICY NUMBERS, POLICY EFFECTIVE DATES AND POLICY EXPIRATION DATES. SHOW INSURANCE COVERAGES IN EFFECT OR TO BE EFFECTIVE CONCURRENTLY WITH CONTRACT OR PURCHASE ORDER. COMPLETE ALL APPLICABLE SECTIONS. INCOMPLETE CERTIFICATES MAY BE RETURNED AND COULD RESULT IN DELAYS AND/OR FAILURE TO EXECUTE CONTRACT OR PURCHASE ORDER WITH YOU.</b>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NM) If yes, describe under SPECIAL PROVISIONS below		N/A	<b>PLEASE MARK "X" THE STATUTORY LIMITS BOX WHEN APPLICABLE FOR WORKERS COMPENSATION COVERAGE.</b>			W/C STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER (for example, PROFESSIONAL LIABILITY, INSTALLATION FLOATER, AIRCRAFT LIABILITY, RAILROAD LIABILITY, ENVIRONMENTAL LIABILITY)</b>			<b>SHOW APPLICABLE LETTER FROM ABOVE OF INSURANCE COMPANY AFFORDING EACH INDIVIDUAL REQUIRED POLICY.</b>			\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

IT IS AGREED THAT WITHLACOCHEE RIVER ELECTRIC, INC. ITS SUBSIDIARIES, TRUSTEES, DIRECTORS, OFFICERS, AND EMPLOYEES ARE ADDED AS ADDITIONAL INSUREDS UNDER THE GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND EXCESS LIABILITY POLICIES. ALL INSURANCE COMPANIES LISTED ABOVE AGREE TO WAIVE ANY AND ALL RIGHTS OF SUBROGATION OR RECOVERY AGAINST WITHLACOCHEE RIVER ELECTRIC, INC., ITS SUBSIDIARIES, TRUSTEES, DIRECTORS, OFFICERS, AND EMPLOYEES.

### CERTIFICATE HOLDER

### CANCELLATION

WITHLACOCHEE RIVER ELECTRIC, INC. 14651 21 <sup>st</sup> St. Dade City, FL 33523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE ORIGINAL SIGNATURE OF INSURER, AGENT OR BROKER

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**CONTRACTOR'S CERTIFICATE OF INSURANCE**  
**(Placeholder)**

**EXHIBIT I – CONTRACTOR’S RATE SHEET (LABOR & EQUIPMENT)**  
(Placeholder)