

**WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.**  
**14651 21<sup>st</sup> STREET**  
**DADE CITY, FLORIDA 33523**

**RFP NO. SSL25**

**For**

**LOGISTIC SERVICES / BASE CAMPS**

**CONTENTS:**

Notice and Instructions to Bidders

Contract for Services:

Section	I	Master Agreement SSL25-01, General Terms and Conditions
Section	II	Contractor's Proposed Exceptions
Section	III	Scope of Work/Services
Section	IV	Pricing
Exhibit		
	A	Work Authorization/Work Order
	B	Mobilization/Demobilization Schedule
	C	Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
	D	Certification Regarding Debarment, Suspension and Other Responsibility Matters
	E	E-Verify Certification
	F	Contractor/Subcontractor Release Form
	G	Byrd Anti-Lobbying Certification
	H	Certificate of Insurance
	I	Buy American Certificate
	J	Contractor's Sample Invoice
	K	Rate Sheet

**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 all needed items to set up and maintain a full logistics site(s) under normal working conditions, including but not limited to, Sleep Trailers, Catering/Dining Units, Shower Units, Restroom Units, Handwash Stations, Laundry Units and Refueling Truck in the event of a federal, state, or electric power distribution system declared disaster by WREC.

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

### **SUBMISSION OF BIDS**

Interested bidders should send an email to WREC's Purchasing Agent, 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 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 12:00 noon EST on May 23, 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, FL 33523

#### **Electronic Upload**

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

### **ANTICIPATED SOLICITATION SCHEDULE:**

RFP Release Date	May 1, 2025
Questions Due	May 8, 2025
WREC Response to Questions	May 13, 2025
Proposals Due	May 23, 2025
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 Logistic Services including but not limited to Sleep Units, Catering/Dining Units, Restroom Units, Shower Units, Laundry Units and Truck Fueling 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 WREC.

### **Insurance, Bond, and Other Expenditures**

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

### **Contractor Emergency Contact Information**

WREC is requesting the Contractor provide in Provision 27 of the Master Agreement, a comprehensive listing of emergency contact information. The Contractor may append to this document.

### **Proof of Insurance**

Provide a certificate of insurance to WREC with this proposal/bid submittal and attach hereto as Exhibit H. WREC will request an insurance certificate with WREC as additional insured when Work Authorization is sent to contractor.

### **Proposal Generalities**

The Contractor is to complete this proposal with the expectations of the base camp being self-contained unless specified. All work shall be done in conformance with all applicable local, state, and federal laws.

### **Confidentiality of Proposal Information**

The items summarized in Section IV, "Pricing" and Exhibits J, "Contractor's Sample Invoice" and K, "Rate Sheet" 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 December 2024 from the date of execution with the option to extend annually under mutual agreement. A rate review on any extension would be limited to the value equal to the most current Consumer Price Index (CPI). Any request for review must be submitted by December 1<sup>st</sup> of each year for consideration of implementation on January 1<sup>st</sup>.

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

WREC 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.

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.

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

## **SUMMARY OF PROPOSAL DOCUMENTS**

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

1. A written Proposal detailing Contractor's qualifications and work experience providing logistics 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
- Specialized expertise of team members
- 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).

2. RFP Attachments:

- Attachment A - Bidder Questionnaire
- Attachment B - List of References
- Attachment C - Hold Harmless
- Attachment D – Proposal Inquiry Contact Information
- Attachment E - Billing/Invoicing Minimum Requirements
- Attachment F - Claims and Negative Items
- Attachment G - Checklist for Proposal Submission

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

## **ATTACHMENT A: 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

13. 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 <input type="checkbox"/> | No <input type="checkbox"/> |

## **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: HOLD HARMLESS**

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

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

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

**ATTACHMENT D: PROPOSAL INQUIRY CONTACT INFORMATION**

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

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

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

\_\_\_\_\_

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

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

**E-mail:** \_\_\_\_\_

## **ATTACHMENT E: BILLING/INVOICING MINIMUM REQUIREMENTS**

### Invoice Header (Top Section)

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

### Invoice Body (Middle Section and/or Attachments)

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

### Invoice Footer (Bottom Section)

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

### Supporting Documentation for Contractor Costs

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

### Supporting Documentation for Subcontractor or Third-Party Costs

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

### Taxes

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

### Invoice Submittal Schedule:

- Contractor shall submit all invoices to WREC as soon as possible. Invoices shall be submitted to WREC no later than sixty (60) days after demobilization of the base camp

## **ATTACHMENT F – CLAIMS AND NEGATIVE ITEMS**

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

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

Response (use additional pages if necessary):

## **ATTACHMENT G: CHECKLIST FOR PROPOSAL SUBMISSION**

### **Other proposal requirements and submittals:**

#### **RFP Items:**

- ☐ Professional qualifications and work experience (include specialized expertise of team members)
- ☐ Detailed description of products and services available, identifying type, size, and capacity of the products offered
- ☐ List of all owned assets and equipment
- ☐ Sample menus for breakfast, lunch, dinner, drinks and snacks
- ☐ Sample of a daily camp log
- ☐ Sample itemized invoices with estimated prices (quantities of each item and unit price)
- ☐ Attachment A, Bidder Questionnaire completed by Contractor
- ☐ Attachment B, List of References for similar completed projects completed by Contractor
- ☐ Attachment C, Hold Harmless completed by Contractor
- ☐ Attachment D, Proposal Inquiry Contact Information Completed by Contractor
- ☐ Attachment E, Billing/Invoicing Minimum Requirements
- ☐ Attachment F, Claims and Negative Items completed by Contractor

#### **Section I Items:**

- ☐ List of Subcontractors. Section I, page 20
- ☐ Emergency Contact Information. Section I, page 25
- ☐ Notices. Section I, page 26
- ☐ Contractor's signature. Section I, page 29

#### **Section II Items:**

- ☐ Contractor Proposed Exceptions

#### **Section IV Items:**

- ☐ Table 1, Base Camp Fixed Pricing
- ☐ Table 2, Personnel Rates
- ☐ Overtime Parameters

#### **Exhibits:**

- ☐ Exhibit B, Mobilization/Demobilization Schedule
- ☐ Exhibit C, Certification for Contracts Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.
- ☐ Exhibit D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters & Lower-Tier Covered Transactions
- ☐ Exhibit E, E-Verify Certification
- ☐ Exhibit F, Contractor/Subcontractor Release Form
- ☐ Exhibit G, Byrd Anti-Lobbying Certification
- ☐ Exhibit H, Certificate of Insurance
- ☐ Exhibit I, Buy American Certificate
- ☐ Exhibit J, Contractor's Sample Invoice
- ☐ Exhibit K, Rate Sheet

**SECTION I**  
**MASTER SERVICES AGREEMENT FOR LOGISTIC SERVICES / BASE CAMPS**  
**CONTRACT NO. SSL25-01**

THIS MASTER SERVICES AGREEMENT FOR LOGISTIC SERVICES / BASE CAMPS (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 ("WREC") or "Company, or "Owner", and \_\_\_\_\_, a \_\_\_\_\_ ("Contractor"). For purposes of this agreement WREC 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 three (3) years (the "Term"), unless earlier terminated pursuant to Section 17.
2. **SCOPE OF SERVICES; WORK AUTHORIZATION/WORK ORDERS.**
  - 2.1. Description of Services. Contractor shall furnish all labor, services, supplies, tools, equipment, materials, supervision, transportation, communications, and other provisions necessary for or incidental to the services requested by WREC (collectively, the "Services") pursuant to one or more work authorization/work orders, substantially in the form attached hereto as **Exhibit A** (each, a "Work Authorization/Work Order").
  - 2.2. Work Authorization/Work Orders.
    - 2.2.1. Each Work Authorization/Work Order will describe the Scope of Services requested by WREC, the estimated completion date ("Estimated Completion Date"), compensation, and other pertinent information. For Services to be performed on a time and equipment basis, the Work Authorization/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 Authorization/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 Services in excess of the not-to-exceed amount established in the Work Authorization/Work Order, unless such costs and expenses are authorized in a Change Order prior to Contractor incurring costs or performing Services in excess of such not-to-exceed amount.

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

2.3. Time and Manner of Services.

- 2.3.1. Contractor shall diligently and efficiently perform the Services in accordance with (i) the terms of this Agreement, (ii) the rate schedule set forth in **Table 1, “Basecamp Fixed Pricing”** and the attached **Exhibit K (“Rate Sheet”)**, (iii) the Work Authorization/Work Order and all applicable plans, drawings, specifications, instructions, or other documentation provided by WREC and listed therein (the “Project Documents”), (iv) all applicable federal, state, and local standards, codes, laws and regulations (v) instructions from WREC’s designated representative (“Representative”), and (vi) generally accepted practices within the industry.

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

3. **ACTIVATION OF SERVICES.** The company understands that upon an e-mail, fax, or oral request for activation of services by an authorized Company Representative, billing begins for equipment, personnel, and all related services at the time of acceptance by Contractor. Contractor shall notify Company of its acceptance of the activation request within 24 hours of Company’s request and will include the originating location for personnel and equipment. Billing begins from the home base or address from where the services begin, the equipment is located, and where the personnel are located. Company understands services can originate from anywhere in the continental United States. Sourcing services, equipment, and personnel are at the sole discretion of the Contractor. The Company may reject work or services by the Contractor if, in the sole discretion of the Company, such Services can be obtained more promptly or on more favorable terms from other vendors; provided, however, if the Company cancels a request for logistics services after the order for such services has been placed, Company will compensate Contractor for any work performed through cancellation and in accordance with Section 4 (Deactivation of Services), below. Company agrees to furnish the Contractor a usable site for the Services to be performed under all weather conditions, which do not unreasonably jeopardize personal safety.

4. **DEACTIVATION OF SERVICES.** The Company understands that upon an email, fax, or verbal deactivation of Services by an authorized Company Representative, the Services will begin to cease. Billing will stop for equipment, personnel, and all related services when the same has returned, or been returned, to the home base or address from where the service, equipment, personnel originated.

5. **PROPERTY PRESERVATION.** The Company will provide the Contractor staging sites for equipment (each, a "Staging Site"). There will be multiple large and heavy pieces of equipment on the staging sites. When or where any direct or indirect damage or injury is done to public or private property along or adjacent to a Staging Site or the Services by or on account of any act or omission of the Contractor in the performance of the Services, Contractor shall, at Contractor's sole expense, restore, repair, or rebuild such property to a condition substantially equal to that existing before such damage or injury. The Company shall make any necessary arrangements with state, county, and municipal authorities for the use of public roads and rights-of-way.
6. **CHANGE ORDERS.** WREC, acting through its designated Representative for the project listed on the applicable Work Authorization/Work Order ("Project"), including such Representative's duly authorized assistants and representatives, may from time to time during the progress of the Services make addition(s), deletion(s), or modification(s) to Project Documents, list of materials, Scope of Services, or sequence of Services, as conditions may warrant, by submitting a written request to Contractor for a change order ("Change Order"). Changes in the Services may be adjusted only by a Change Order describing such requested addition(s), deletion(s), or modification(s) to the Services. The Change Order shall include any mutually agreed-upon adjustments to the Compensation and anticipated completion date, if applicable, and must be signed by WREC and Contractor prior to Contractor's commencement of the Change Order Services. 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 WREC.
7. **COMPENSATION.**
- 7.1. WREC shall compensate Contractor in accordance with the quantity of Services listed in the applicable Work Authorization/Work Order at the rates set forth in the Rate Schedule ("Compensation").
- 7.2. Federal regulations prohibit the reimbursement of cost-plus percentage pricing with federal grant dollars. Cost-plus percentage pricing jeopardizes WREC's ability to obtain federal reimbursement and is prohibited under this Agreement.
- 7.3. Time and Materials or Time and Equipment Work Authorization/Work Orders.
- 7.3.1. For any Work Authorization/Work Order subject to a not-to-exceed Compensation amount, WREC shall pay Contractor for labor and equipment at the rates listed in the Rate Schedule and for the actual cost of material (without overhead and profit). Contractor's rates for labor and equipment in the Rate Schedule shall be inclusive of all overhead and profit.
- 7.3.2. Contractor may not commence Services under a time and materials or time and equipment rate until a not-to-exceed Compensation amount is agreed to by the Parties in an executed Work Authorization/Work Order, which Contractor exceeds at its own risk unless an increase in the Compensation is authorized in an approved Change Order.

**8. INVOICING, REIMBURSEMENTS AND PAYMENTS.**

**8.1. Invoicing.**

- 8.1.1. On or before the fifth (5) day of each calendar month, Contractor shall submit to WREC an application for payment for the Services completed during the preceding calendar month. Invoices may be submitted weekly. All applications for payment or other invoices shall be itemized and reference this Agreement number and the Work Authorization/Work Order number, and shall clearly and accurately reflect the unit prices or labor/equipment rates listed in the Rate Schedule, and shall include copies of all applicable daily logs, time sheets and equipment logs, with such documentation furnished and certified by Contractor, all of which shall be subject to approval by WREC; provided, however, that such approval by WREC shall not be deemed approval of the Services performed.
- 8.1.2. Contractor shall provide owner adequate documentation to support all costs, including all documentation required by the Federal Emergency Management Agency ("FEMA") to support WREC's request for reimbursement. Support documentation shall include the equipment description, inventory number, hours/dates of use. Time sheets shall include (at a minimum) the name, date, hours worked, activities performed, location, Work Authorization/Work Order number, and county. Time sheets with deficient information shall be subject to rejection by WREC, which may result in delayed payments to Contractor. Invoices shall include backup documentation on any materials purchased to include receipts. Delivery charges shall include maps supporting mileage claimed.
- 8.1.3. Contractor shall not invoice for Services or expenses in excess of the established not-to-exceed Compensation, unless such Compensation has been amended pursuant to an approved Change Order.
- 8.1.4. Contractor may be required to submit revised invoices to meet FEMA's requirements for reimbursement. Separate invoices shall be required for any services performed beyond the scope or outside of the timeline of the FEMA disaster event.

**8.2. Payments to Contractor.**

- 8.2.1. Payment Terms. WREC will pay undisputed, accurate, and properly and timely submitted applications for payment of completed Services within 30 days of receipt. Upon the Company's objection to any item or charge therein, the 30-day period for payment will stop and restart only when Contractor and Company have reached an agreement as to the contested items or charges

8.2.2. Final Payment.

- (a) Upon completion of the Services and WREC's acceptance thereof, but prior to Final Payment (defined below), the Contractor shall (as applicable):
  - (1) provide complete copies of Contractor's invoices, along with personnel timesheets, equipment logs, daily log records, and other supporting data as may be requested by WREC;
  - (2) return all WREC property, including without limitation, any Resources (defined below), unused Furnished Materials; and
  - (3) repair/restore, to WREC's satisfaction, any damage to any Staging Site or adjacent property.
- (b) Upon WREC's approval of the aforementioned, WREC 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 Services" 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.

8.2.3. Acceptance of Payments. No payment pursuant to any Work Authorization/Work Order shall be deemed evidence of proper performance of the Services by Contractor. Acceptance of Final Payment by Contractor shall constitute a full waiver and release by Contractor of any and all claims against WREC arising out of, or relating to, performance of the Services.

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

- 8.3.1. 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 WREC in advance, or amounts in excess of an established not-to-exceed Compensation amount which have not been authorized by an approved Change Order;
- 8.3.2. A prior payment to Contractor resulted in an overpayment by WREC for Services rendered;
- 8.3.3. Contractor is in default of any provision of this Agreement or fails to perform the Services in accordance with the terms of this Agreement; or

- 8.4. Payments to Subcontractors. Within five (5) days after receipt of any payment from WREC, 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.
- 8.5. Non-binding Terms. Any terms and conditions included in any application for payment or invoice from Contractor shall be non-binding.

**9. SUPERVISION.**

- 9.1. Contractor shall give sufficient supervision for the Services, using its best skill and attention. Contractor will carefully study and compare all Project Documents and will immediately report to WREC any error, inconsistency or omission which Contractor discovers. Contractor shall provide competent, English-speaking supervision on the Project by one or more competent employees who shall be present or reasonably available at all times during the Services (the "Site Manager"). The Supervisor shall oversee and be responsible for the quality of the Services, productivity, and training, and must be familiar with all federal, state, and local laws, rules and regulations applicable to the Project and the Services performed thereto. Contractor shall also employ such capable, experienced and reliable skilled laborers and subcontractors as may be required for the various classes of Services to be performed. Contractor shall be solely responsible for the means and methods of performing the Services and for supervision of the Contractor's employees and subcontractors.
- 9.2. WREC reserves the right to require removal of any employee or subcontractor of the Contractor from the Project if, in WREC's judgment, such removal is necessary to protect WREC's interest or property. WREC 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, supplies, and equipment being utilized for the Services, if at any time WREC deems the Services unsatisfactory or deficient. Notwithstanding the foregoing, failure of WREC to give any such direction shall not relieve Contractor of its obligations to complete the Services in the manner specified under this Agreement.

**10. SAFETY AND PROTECTION.**

- 10.1. Training and Hazards. Contractor shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in first-class condition, suitable for performance of the Services. Such personnel shall be skilled and properly trained to perform the Services and recognize all hazards associated with the Services. Without limiting the foregoing, Contractor shall participate in any safety orientation or other WREC familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by WREC. Contractor shall accept all WREC equipment, property, and structures in an AS-IS condition, and Contractor shall perform its own inspection for purposes of determining any hazards to performing the Services and shall adopt suitable precautions and methods for the protection and safety of its employees and subcontractors.

- 10.2. Safety. Contractor shall at all times take all reasonable precautions for the safety of the public, as well as for Contractor's employees, agents, and subcontractors (if applicable) performing the Services. 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:
- 10.2.1. Contractor shall ensure that all vehicles, trailers, and other equipment comply with all applicable insurance, licensing, traffic, and highway requirements.
  - 10.2.2. Contractor shall perform the Services in such manner as to cause the least possible obstruction of public streets and highways.
  - 10.2.3. Contractor shall do all things necessary or expedient to properly protect all property of from damage, and in the event that any such property is 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.
  - 10.2.4. Contractor shall keep all areas free of debris and trash and dispose of such items in an appropriate manner. Contractor shall, at no cost to WREC, complete clean-up of all areas prior to Contractor's personnel leaving the Services site.
- 10.3. 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 WREC, (ii) all confidential or proprietary Information of WREC, (iii) all WREC equipment and Resources, and (iv) all other equipment, materials, tools and supplies for the Services under any Work Authorization/Work Order.
- 10.4. 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 WREC's Representative of the same.

## **11. RIGHT TO INSPECT.**

- 11.1. WREC shall have the right to inspect all payrolls, invoices, and other data and records of Contractor and any subcontractor relevant to the Services.
- 11.2. The Services, and all materials, supplies, and equipment associated therewith, shall be subject to inspection, and acceptance by WREC. Contractor shall have its representative designated on the applicable Work Authorization/Work Order, or another authorized representative of Contractor, accompany WREC or WREC's Representative when any inspection is made. Any inspection(s) conducted by WREC shall not relieve Contractor of its obligations to perform the Services in accordance with the requirements of this Agreement.

- 11.3. WREC's Representative may recommend to WREC that Contractor suspend the Services, in whole or in part, during such period or periods as WREC's Representative deems necessary due to inclement weather or such other unfavorable conditions for satisfactory prosecution of the Services or due to failure of Contractor to comply with any provision of this Agreement; provided, however, that Contractor shall not suspend any Services pursuant to this provision without written consent from WREC.
- 11.4. Acceptance of any Services by WREC or WREC's Representative shall not preclude the subsequent rejection thereof if such Services shall be later found non-conforming to this Agreement or otherwise unsuitable. Any non-conforming Services shall be remedied, by and at the sole expense of the Contractor, and WREC shall have the right to withhold payment to Contractor until such time as the non-conforming uncorrected after written notice of the same is delivered to Contractor.

## **12. REPRESENTATIONS AND WARRANTIES.**

- 12.1. 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.
- 12.2. Licenses and Qualification. Contractor is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by Contractor.
- 12.3. Contractor's Resources and Skill.
  - 12.3.1. Contractor possess superior knowledge with respect to the Services to be provided and understands that WREC is relying on Contractor's skill and judgment in provided the Services to WREC.
  - 12.3.2. The Services provided hereunder shall be performed by Contractor and its agents in a professional manner by qualified personnel trained and skilled in the performance of the specified Services and in conformance with the requirements of this Agreement and any Work Authorization/Work Order.
  - 12.3.3. The Services will conform to any applicable Scope of Services and will be suitable for the purposes specified by WREC; any materials supplied in connection therewith shall be free from defect.
  - 12.3.4. The Services 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.

12.3.5. Contractor has and shall have the necessary equipment, materials, software and qualified personnel available to furnish the Services 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.

12.4. Financial Capacity and Outstanding Disputes. Contractor has the requisite financial capacity to perform its obligations under this Agreement. There is no outstanding litigation, arbitration, or other dispute to which Contractor is a party that, if decided unfavorably to Contractor, would reasonably be expected to have a potential or actual material adverse effect on Contractor's ability to fulfill its obligations under this Agreement.

### 13. **LAWS AND REGULATIONS.**

13.1. FEMA. The Parties acknowledge that FEMA financial assistance may be used to fund all or a portion of the Services performed under this Agreement. Contractor will comply with all applicable federal, state and local laws, regulations, executive orders, FEMA policies, procedures, and directives.

13.2. OSHA.

13.2.1. 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.

13.2.2. 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 Services or other factors. In the event that WREC determines that certain factors require any disclosure pursuant to applicable OSHA rules or regulations, WREC shall provide Contractor with a Hazard Information Sheet at or near the time the Contractor arrives on site and receives its safety briefing.

13.3. Equal Opportunity.

13.3.1. This Agreement is a "federally assisted construction contract" as defined in 41 CRF Part 60-1.3, and except as otherwise may be provided under 41 CRF 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.

13.3.2. WREC 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 WREC 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.

13.3.3. WREC 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.

- 13.3.4. WREC 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, WREC 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. Compliance with Contract Work Hours and Safety Standards Act.
- 13.6.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Services 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 Services 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.

- 13.6.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Section 13.6.1, 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 13.6.1, 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 13.6.1.
- 13.6.3. 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 13.6.2.
- 13.6.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 13.6.1 through Section 13.6.4, 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 13.6.1 through Section 13.6.4, inclusive.
- 13.7. Prohibition on Certain Telecommunications and Video Surveillance Work or Equipment.
- 13.7.1. 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.
- 13.7.2. 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 13.7.3 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.

13.7.3. 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.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
- (1) 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.

- (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

13.7.4. 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 13.7.4(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 13.7.4(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 13.7.4(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.

13.7.5. Subcontracts. Contractor shall insert the substance of this Section, including this subsection 13.7.5., in all subcontracts and other contractual instruments.

- 13.8. 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 Services, 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:
- 13.8.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 13.8.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 13.8.3. 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;
  - 13.8.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - 13.8.5. 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.
- 13.9. Environmental.
- 13.9.1. Clean Air Act. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor must report each violation made by Contractor or its subcontractors in writing to WREC and understands and agrees that WREC 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 \$150,000 financed in whole or in part with federal assistance provided by FEMA.
  - 13.9.2. 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.* 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 FEMA, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
- 13.10. 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.

13.11. Byrd Anti-Lobbying Amendment.

13.11.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, attached hereto as **Exhibit G**. 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 G**;
- (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.

13.12. Suspension and Debarment.

13.12.1. 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).

13.12.2. 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.

13.12.3. Contractor must complete the certification attached hereto as **Exhibit D**. This certification is a material representation of fact relied upon by WREC. 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 WREC and the Florida Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

13.13. Procurement of Recovered Materials

13.13.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

- 13.13.2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 13.13.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

13.14. Copyright - "License and Delivery of Works Subject to Copyright and Data Rights"

- 13.14.1 The Contractor grants to the WREC, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the WREC or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the WREC data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the WREC."

14. INSURANCE.

- 14.1. 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 WREC:
  - 14.1.1. *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.
  - 14.1.2. *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.
  - 14.1.3. *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.

14.1.4. *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.

14.1.5. Contractor shall attached their Certificate of Insurance hereto as **Exhibit H**.

14.2. Each policy required pursuant to subsections 14.1.1, 14.1.3, and 14.1.4 above shall be endorsed naming WREC 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.

14.3. Contractor shall provide WREC 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 WREC 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 WREC of any claim filed under any insurance policy described herein. In addition, each carrier shall provide to WREC 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 WREC may elect to terminate this Agreement.

14.4. 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.

## **15. SUBCONTRACTING.**

15.1. Contractor may not subcontract the performance of any of its obligations hereunder without the prior written consent of WREC. Approval of any subcontractor by WREC shall not constitute a waiver of any rights of WREC to reject Services which are non-conforming to the requirements of this Agreement or any Work Authorization/Work Order.

15.2. 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 WREC as an additional insured shall be provided to the Company prior to the Contractor commencing the Services.

15.3. 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 WREC and any Contractor affiliate or subcontractor, nor any obligation on the part of WREC to pay or cause the payment of any money due to any subcontractor, except as may be otherwise required by law.

15.4. **If any portion of the agreement is to be subcontracted, proposed use of subcontractors must be included in this proposal (see Item 15.5 below).** At the time of Work Authorization, Contractor must notify WREC of all Subcontractors to be used and Contractor and Subcontractor(s) must sign WREC Contractor Release Form.

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

15.4.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

15.4.2 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;

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

15.4.4 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.

15.5. **Contractor shall list ALL proposed Subcontractors for this Contract.** This list shall indicate the type of work for each proposed Subcontractor (Attach separate sheet if necessary).

SUBCONTRACTOR

WORK SUBCONTRACTED


16. **OWNER RESOURCES.** In the event WREC provides to Contractor resources that are required for providing the Services, including without limitation, computers, communication devices, access IDs, and keys (collectively, the "Resources"), Contractor agrees to return the Resources to WREC prior to Final Payment and in substantially the same condition as when issued to Contractor, ordinary wear and tear excepted. The cost to replace any unreturned or damaged Resources will be deducted from the Final Payment to Contractor. Contractor shall not make duplicates of keys without advance written consent of WREC.
17. **TERMINATION.**
- 17.1. Upon termination of this Agreement, or any Work Authorization/Work Order (whether in whole or in part), for any reason, WREC shall provide written notice of such termination to Contractor specifying the effective date of the termination. Except as otherwise directed by WREC in writing, Contractor shall incur no further obligations in connection with the Services, and Contractor must cease all Services on the date such termination becomes effective. WREC may direct Contractor to assign all of Contractor's right, title, and interest in and to any orders or subcontracts to WREC or WREC'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.
- 17.2. WREC shall have the right to terminate this Agreement, or any Work Order (whether in whole or in part), for its convenience, with or without cause, at any time during the Term of this Agreement upon written notice to Contractor. Neither Party shall incur any liability arising out of any termination as provided for in this subsection, except for Services previously completed hereunder. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.
18. **REMEDIES.** If any Services performed and/or equipment/supplies delivered by Contractor fails to meet the requirements of the Contract, and other applicable standards, codes or laws, or otherwise breaches the terms of the Contract, Company may, in its sole discretion, elect to have Contractor, at its sole expense, re-perform the work or deliver equipment/supplies that meets the Contract standards, as applicable. If Contractor fails to remedy the defective work, Company may hire another contractor to perform the work and deduct any additional costs incurred by the Company as a result of substituting contractors from any amounts due to Contractor. Notwithstanding the foregoing, this Section shall in no way be interpreted to limit WREC's right to pursue any and all other available legal or equitable remedies against Contractor.
19. **CONFIDENTIALITY.**
- 19.1. While rendering the Services under this Agreement, Contractor may have access to confidential or proprietary information regarding WREC 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 WREC's current and proposed operations, as well as WREC'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 WREC, 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 WREC.

- 19.2. Contractor: (i) shall not, without WREC'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 WREC immediately of any loss or unauthorized disclosure or use of Information that comes to its attention.
- 19.3. Contractor shall only use the Information for the purpose of performing the Services 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 Services. 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.
- 19.4. The Parties agree that any unauthorized use or disclosure of Information by Contractor may cause immediate and irreparable harm to WREC for which money damages may not constitute an adequate remedy. In such event, the Parties agree that WREC may seek injunctive relief as appropriate.
- 19.5. 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 WREC in writing in accordance with the provisions of Section 27.2, 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 WREC for an appropriate protective order.

## **20. PUBLICITY.**

- 20.1. Contractor agrees not to make any public disclosure, except as may be legally required, relating to WREC or relating to or arising under this Agreement, without obtaining the prior written consent of WREC. Any unauthorized publication may result in termination of this Agreement default as set forth in Section 17.
- 20.2. Contractor shall not use, and shall keep its employees, agents and subcontractors from using, the name, trademark or logo of WREC 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 WREC without the prior written consent of WREC. Neither Contractor nor its employees, agents or subcontractors shall use the letterhead of WREC without WREC's prior written consent.

**21. INDEMNIFICATION.**

- 21.1. From commencement of Services to completion of Services, the Project and the Services 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 Services shall be borne by Contractor, with the exception any such damages caused by WREC'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.
- 21.2. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless WREC and WREC'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 WREC'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 WREC.
- 21.3. Contractor shall defend, indemnify, and hold harmless WREC and WREC's managers, officers, and employees from all liens and claims filed or asserted against WREC, its directors, officers, and employees, or WREC'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 WREC 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, WREC 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.

**22. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.**

**23. 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, WREC may terminate this Agreement in the event that Contractor is unable to fulfill its obligations pursuant to this Agreement because of such excusable delays which continue in effect beyond a reasonable time period.**

24. **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.
25. **RECORDS.**
- 25.1. **Maintain Records.** Contractor shall keep complete and accurate records of all of its work and expenses in providing the Services to WREC for a period of Five (5) years from the date of Final Payment or any longer period as such records are either in dispute or required to resolve a dispute between the Parties.
- 25.2. **Access to Records.** Contractor agrees to provide WREC, 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.
26. **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 and maintenance of licenses, permits, certificates and any other requirements with regard to the Services 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.

**27. CONTRACTOR EMERGENCY CONTACT INFORMATION.**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_  
Other Means of Contact: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_  
Other Means of Contact: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_  
Other Means of Contact: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-Mail Address(es): \_\_\_\_\_  
Other Means of Contact: \_\_\_\_\_

**28. MISCELLANEOUS.**

28.1. Independent Contractor. Contractor shall provide the Services 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 Services 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 WREC. Contractor agrees to indemnify and hold WREC harmless from any loss, claim, damage, costs or expense of any kind, including reasonable attorney's fees and court costs, to which WREC 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 WREC. Contractor agrees that upon hiring

any persons, Contractor shall, at that time, clearly convey to such person that Contractor, and not WREC, is the employer of such persons.

- 28.2. 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 WREC:                      Withlacoochee River Electric 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:             \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

- 28.3. 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.
- 28.4. 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 WREC, Contractor, or any other party pertaining to any matter resulting from this Agreement.
- 28.5. 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.
- 28.6. Assignment. Neither Party may assign any of its rights, or delegate any of its duties, without the prior written consent of the other Party.

- 28.7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and permitted assigns.
- 28.8. 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.
- 28.9. 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.
- 28.10. 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.
- 28.11. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.
- 28.12. 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 or WREC and Contractor shall survive the termination or expiration of this Agreement.
- 28.13. 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.
- 28.14. Buy American. In the performance of this Contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Administrator of the Rural Utilities Service of the United States of America ("Administrator") shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, 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. **The Contractor agrees to submit to WREC such certificates with respect to compliance with the foregoing provision as the**

**Administrator from time to time may require. Contractor must complete the Buy American Certificate attached hereto as Exhibit H.**

Additional "Buy American" Requirements:

- a. The "Buy American" requirement applies to articles, materials and supplies, including equipment ("Materials"), that are part of the Contract.
- b. Materials mined, produced or manufactured in "Eligible Countries" are deemed to be American. For a list of Eligible Countries, see the following website:  
[http://www.rd.usda.gov/files/UEP\\_Engineering\\_EligibleCountries.pdf](http://www.rd.usda.gov/files/UEP_Engineering_EligibleCountries.pdf)

All other countries shall be deemed "Ineligible Countries".

- c. The Contractor must identify the total dollar amount of Materials included in the proposal. The Contractor must also identify the total dollar amount of Materials that is mined, produced or manufactured in Ineligible Countries.
- d. If the dollar amount of the Materials from the Ineligible Countries is 50% or greater than the total dollar amount of the Materials, then the Contractor must provide an alternate bid for obtaining Materials from Eligible Countries that would satisfy the "Buy American" requirement. If the dollar amount of Materials from Eligible Countries is greater than 50% of the total dollar amount of the Materials, then the "Buy American" requirement has been satisfied.
- e. If the dollar amount of the Materials from the Eligible Countries is more than 6% higher than the dollar amount of the same Materials from Ineligible Countries, then the "Buy American" requirement has been satisfied. If the dollar amount of the Materials from the Eligible Countries is less than or equal to 6% higher than the dollar amount of the same Materials from Ineligible Countries, then the Materials are to be supplied by the Eligible Countries.

28.15. 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.

28.16. 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.

28.17. 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.

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

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

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

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

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

**CONTRACTOR:**

**[NAME OF CONTRACTOR],**  
a [limited liability company/corporation]

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

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

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

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

## **SECTION II: CONTRACTOR'S PROPOSED 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 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, text, or other markings on the paper.

### **SECTION III: SCOPE OF WORK/SERVICES**

#### **BACKGROUND**

Withlacoochee River Electric Cooperative is soliciting proposals to provide turnkey services to stand up and operate one or more base camps in the event of a disaster and/or emergency. Within this document WREC may be referred to as “Owner” and parties providing proposals may be referred to as “Contractor”.

#### **SCOPE OF WORK**

The scope of work includes providing base camp support services inclusive of mobilization, minor site preparation, installation of base camp equipment and services, base camp management and operation, and demobilization as set forth herein.

The Contractor shall house all authorized camp occupants within trailers with air conditioning and heating (HVAC) and, if applicable, leveled plywood floors (or equivalent), as well as provide bedding, meal services, kitchen, dining hall, operations center, medical units, security, fuel (unleaded & diesel), refrigerated trucks, shower units, hand wash units, potable (drinking) water, toilets, on-site manifold distribution of black and grey water and associated on-site sanitation systems, complete laundry service, industrial generators, and light towers. Each occupant of the housing facility must have his or her own bed and power outlet.

Any of the services and/or items listed may be required or not required, based on the specific needs of WREC based on the type of event. WREC will be responsible for issuing a Work Authorization to the Contractor detailing their specific requirements before the Contractor begins work. WREC will also be responsible for notifying the Contractor if women will be sleeping at the base camp. If women are staying at the base camp overnight, they will require separate sleeping quarters, showers, and restroom facilities.

#### **GENERAL INFORMATION**

The Contractor shall be capable of establishing and maintaining a base camp within disaster impacted areas. The Contractor shall provide complete, turnkey base camp operations as designated by WREC within the designated disaster area.

The Contractor shall have sufficient staffing capabilities that are supported by a team of trained specialists to professionally set-up, operate, and manage the camp. The Contractor shall have the capability of expanding or reducing assets (equipment) based on changing mission needs and camp population. The Contractor shall have sufficient equipment readily available for rapid deployment and preventive maintenance programs to ensure optimum equipment readiness levels at all times. Pricing on all base camp facilities should include hook-up and disconnect of any plumbing, electrical, and/or mechanical systems to adequately run the base camp.

Contractor shall provide a complete itemized price list “Rate Sheet” for all offerings consistent with the Pricing Guidelines provided and attach hereto as **Exhibit K, “Rate Sheet”**. In addition, Contractor shall complete Table 1, “Base Camp Fixed Pricing” to indicate an estimated daily and weekly price for a typical base camp for 250, 500, and 1,000 occupants, based on the itemized price list provided. The weekly prices provided in Table 1, Base Camp Fixed Pricing” shall be supported by sample invoices.

#### **MOBILIZATION AND DEMOBILIZATION**

The Contractor shall provide separate mobilization and demobilization price for each item, piece of equipment, or service component requested, which will include all activation costs associated with delivery and removal of all required physical and manpower resources for the subject item/equipment/component to setup a base camp. **Please include this pricing in Exhibit K, “Rate Sheet”** If a separate mobilization and demobilization price is not included for an item, equipment, or service, then it will be assumed that those costs are included in the price for the item, equipment, or service and no additional price may be charged for mobilization or demobilization.

Contractor's estimated weekly price for 250, 500, and 1,000 occupant base camps provided in Table 1, "Base Camp Fixed Pricing" should be inclusive of mobilization and demobilization.

#### **HOURS OF CAMP OPERATION**

Base camp hours of operation are 24 hours a day, 7 days a week. The base camp shall be open all holidays.

#### **CONTRACTOR STAFFING**

The Contractor's staff shall be comprised of multi-disciplined personnel operating around the clock while the camp is in operation. Staff sizing will be dependent on the size and scope of the camp operation and shall be sufficient to ensure that the camp is managed efficiently and effectively. The Contractor represents that to the extent required, it has complied with all EEO, debarment, E-Verify, and lobbying laws, including all applicable federal, state, and local laws and/or regulations, and declares compliance by executing the documents presented within.

#### **EQUIPMENT**

The Contractor shall have the capability to provide assets that can be expanded and reduced, based on mission needs and camp population. 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.

#### **FURNISHED PROPERTY/EQUIPMENT/SERVICES**

WREC will furnish land and be responsible for the site lease for the base camp. The site condition for a base camp may vary significantly. WREC reserves the right to provide any other equipment or services to support base camp operations. Contractor is responsible for repairs to the site caused by the contractor's equipment or employees.

#### **SAFETY STANDARDS**

The base camps shall be kept in compliance with applicable OSHA rules found at 29 CFR and all other applicable local, state and federal regulatory standards and conditions. Fire Extinguishers shall be provided for each individual structure and sized appropriately for its occupancy and rated for Type ABC fires. Special areas such as kitchens may require other rated type extinguishers appropriate for their specific location.

#### **CODE ADHERENCE**

The Contractor is responsible for adherence to applicable local, state, and federal building regulations and laws, including all local and State Health Department regulations.

#### **DAILY LOGS**

The Contractor shall maintain daily camp logs. Copies of the logs shall be made available to WREC. Daily logs shall be documented on a standardized report and presented to WREC for signature. The Contractor's employees, including subcontracted employees, shall be included in occupancy, meal or laundry counts for billing purposes, and shall be included as a separate category in the daily camp summary reports to aid WREC in the event of an emergency or evacuation situation.

## **REQUIREMENTS:**

### **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.

### **BASE CAMP PHASE-IN/PHASE-OUT**

WREC shall perform all necessary site preparation and make the site ready for the placement of all Contractor provided equipment and assets. The Contractor shall provide a schedule for the Work Authorization/Work Order to ensure a smooth transition from the time the Work Authorization/Work Order is issued/awarded to full camp operational status (phase-in). The transition plan for the phase-in period shall include mobilization, site preparation, contractor employee training and orientation, assessment of potential security risks, and assumption of full operational responsibility. A similar plan shall be made in preparation of closing the base camp. Base camps will be set-up and fully operational as set forth in the Work Authorization within 36 hours of signing the Work Authorization or as defined when the Work Authorization is signed.

### **BASE CAMP CAPACITY**

The Contractor shall construct the base camp to meet the base camp capacity as set forth in the Work Authorization/Work Order. Actual camp occupancy may vary from camp capacity. Base Camp Capacity is defined as the number of camp occupants the base camp is designed, constructed and outfitted to support. Base Camp Population or Occupancy is defined as the number of individuals lodging at the base camp. Base camp occupancy or population may change significantly over the duration of the Work Authorization/Work Order. WREC will give the Contractor notification prior to any changes in the estimated camp population. Costs for increasing and/or decreasing services and/or equipment at the base camp shall be discussed with WREC and signed off by the Contractor.

### **RESTROOM FACILITIES**

The Contractor shall provide portable restroom trailers and/or portable toilets at each base camp to ensure compliance with OSHA standard 29 CFR § 1910.142(e) & (f)(3). All units shall be fully serviced daily as the site capacity requires. All restroom facilities shall be sanitized twice daily with a disinfecting solution. All wastewater shall be collected and removed from the base camp site. The wastewater shall be transported offsite and disposed at permitted treatment facilities. Disposal locations (including GPS coordinates) of wastewater must be provided to WREC each day. The Contractor is responsible for ensuring that the restroom facilities remain stocked with water (hot and cold), toilet paper, antibacterial hand soap and paper towels. When available, public utilities shall be utilized and the availability of public utilities will be made aware to the Contractor at the time of Work Authorization/Work Order award. At least one restroom facility for women should be available.

### **MOBILE SHOWER FACILITIES**

The Contractor shall provide mobile shower facilities to ensure compliance with OSHA standard 29 CFR § 1910.142(f)(3). Shower facilities shall have individual stalls, sinks with mirrors and outlets for hairdryers. All showers and sink facilities shall be sanitized twice daily with a disinfecting solution. The Contractor is responsible to ensure that the shower facilities remain stocked with shampoo, conditioner, soap, wash cloths, and towels.

### **LAUNDRY FACILITIES**

The Contractor shall provide laundry services and personnel to ensure that clean, fresh linens and towels are available for each occupant starting no later than the 3rd day. This includes all towels for showers, bedding and any linens for the dining facility. Bed linens will be changed every 7 days starting on the 7th day by the contractor. Contractor will be responsible for detergent and other supplies necessary to perform the laundry services.

A drop and fold service for base camp occupants' personal laundry shall be available for daily drop-off and pick-up starting no later than the 3rd day. Drop off and pick-up service for base camp occupants shall be provided with a maximum 24-hour turnaround time.

### **POWER AND HVAC**

As applicable, the Contractor shall provide power and HVAC to power the requirements of the camp. Temporary power and HVAC shall be provided via mobile diesel generators and heating and cooling units sized to support the facility needs. Units shall be self-contained and mobile and off the road transportable. Units shall be sound attenuated with noise levels rated at no higher than 69 dBA. Panels and transformers shall be placed as required by the site configuration. Distribution shall be provided with cam lock connectors and sized to applications. GFCI outlet boxes shall be placed throughout the facility as design requires. Wherever cabling crosses roadways or pedestrian areas, cable ramps shall be used for safety and protection. All electrical equipment shall be UL Listed and rated for NEMA 3R and 4 applications. Electrical systems shall be installed pursuant to NEC (National Electrical Code) requirements by licensed electrical personnel. HVAC shall be provided for all structures in sufficient capacities to cool tented areas to approximately 72 degrees Fahrenheit from ambient temperatures of 95 degrees and heat to approximately 70 degrees Fahrenheit from ambient temperatures of 40 degrees. All mobile HVAC units shall be operated on a digital thermostat control.

### **ENVIRONMENTAL CONTROL UNITS (ECU)**

The Contractor shall ensure that all dining facilities are equipped with reverse cycle (Heat and A/C) ECU's capable of controlling the ambient temperature inside the facility to a reasonable level even during maximum capacity periods. ECU's should be capable of maintaining the temperature inside the dining facility in accordance with Power and HVAC.

### **LIGHT TOWERS**

The Contractor shall ensure that an adequate number of light towers are placed around the base camp to provide light at night. Light towers shall contain high intensity bulbs for servicing large areas. For price estimates, assume that 1 light tower is needed per 25 occupants. The Owner may choose to increase the number of towers once the event has begun at the same unit price in the proposal.

### **PHOTO IDENTIFICATION CARDS**

All Contractor employees shall have identifiable markings on their outer clothing displayed at all times. Additionally, identification badges are to be provided the Contractor, for all contractors, subcontractors and all additional crews/contractors hired by WREC with their name and photograph showing they are employees of the Contractor must be worn and visible at all times.

Contractor is expected to provide badges and be able to account for all basecamp occupants. Scannable badges with the capability to provide tracking of meals consumed is preferable.

## **LODGING**

The Contractor shall provide lodging for the personnel assigned to the camp. Lodging shall be provided in commercially available climate-controlled facilities which include floors, doors, lights, sleeping cots and fire extinguishers in accordance with OSHA standard 29 CFR § 1910.142. All camp occupants shall have their own bed/cot and own sleeping area. Every available bed shall have its own designated electrical outlet within arm's reach for occupants' use, e.g., CPAP machines or phone charging. Contractor shall provide one set of linens for every camp occupant, including pillows, pillowcases, sheets, and blankets. Linens should be changed by contractor on the bed every seven days starting on the 7<sup>th</sup> day or as determined by the Designated Coordinator. Tent lighting shall be provided at a rate of (20) foot candles and will be placed on timers for blackout times to accommodate sleep schedules. All lights shall be NEC and UL listed for outdoor and wet conditions. Cell phone charging areas shall be provided throughout the lodging. If women are staying at the base camp overnight, separate sleep quarters will be required. Do not include pricing for separate trailers for women in Table 1, Base Camp Fixed Pricing. Please provide per trailer pricing for this service as an option in the itemized Rate Sheet attached hereto as Exhibit K, "Rate Sheet".

The first choice of accommodations will be sleep trailers provided by the contractor. Second choice will be to erect tents as lodging. Lodging facilities shall have adequate capacity. The daily and weekly price defined in Table 1, "Base Camp Fixed Pricing" should include the cost of sleep trailers. Optional pricing for tents should be included in the itemized rate sheet attached hereto as Exhibit K.

If applicable, pricing established in Table 1, "Base Camp Fixed Pricing" should list lodging needed for contractor staff separately. If lodging for contractor staff is not broken out separately, it is assumed that this cost is included in total cost and will not be invoiced separately.

## **BASE CAMP OPERATIONS OFFICE**

The pricing defined in Table 1, Base Camp Fixed Pricing should include one 30-foot trailer per base camp to be utilized by cooperative employees for administrative functions.

## **TENTS**

Trailers are the preferred and first choice for basecamps. If tents are used, they shall be installed in accordance with referenced codes and manufacturers' approved engineering data. Air movement within structures shall be in accordance with ANSI Z.4.1.4. These documents can be located at [www.osha.gov](http://www.osha.gov).

For privacy and to accommodate 24/7 work schedules, windows are required to be able to close. Flooring shall be in compliant with OSHA standard 29 CFR § 1910.142 (b)(8)(9) &(11).

As applicable, flooring shall be placed within all interior portions of the tents to provide a firm level working or living area. Prior to placing floors on the ground, a pest control service shall be utilized to eliminate potential bug or insect hazards. Periodic screenings and repeat applications shall be provided as needed to ensure inactivity.

Sleeping cots shall be constructed of nylon and aluminum or equivalent and have a minimum 300 lb. capacity. Costs shall be placed in compliance with OSHA standard 29 CFR §1910.142(b)(5).

## **KITCHEN AND DINING FACILITY**

**WREC requires the contractor to provide a log of person receiving each meal. This service will be discussed and agreed upon after the event has begun. This service will be discussed in more detail during conversations regarding the Work Authorization/Work Order.**

The Contractor shall provide a dining facility at the base camp which shall comply with OSHA standard 29 CFR § 1910.142. The Contractor shall provide food preparation services capable of providing meals to meet base camp occupancy levels. The Contractor shall provide three meals per day (Breakfast, Lunch, and Dinner). Hot coffee, tea, and water as well as unlimited snack trailer/table which shall be made available at a 24 hour service bar. Boxed lunches shall be provided to camp occupants/workers after breakfast and will remain available until dinner for incoming workers. Breakfast and Dinner shall be hot meals and will be provided either full-service buffet or individually served in meal prep containers. This will include meals for workers staying at the base camps, cooperative employees working at any cooperative owned/operated location, and basecamp contractor employees due to working conditions and lack of available food, and contractors staff/security personnel located at each base camp. Contractor shall take steps to ensure only the aforementioned individuals are served meals. If food is charged at cost, charges must be supported by detailed invoices from the source of this food.

Food supplies shall be staged in appropriate storage equipment, dry vans, or refrigerated/freezer trailers until prepared. Contractor is responsible for monitoring storage temperatures of refrigerated/freezer trailers. Meal counts for each meal shall be provided to WREC on a daily basis utilizing the base camp roster provided by WREC. The Contractor shall provide a dining facility adequate to feed the base camp population within a (2) hour window at breakfast and within a (3) hour window at dinner or within a schedule as agreed to by the Designated Coordinator. The dining facility shall have adequate seating capacity. WREC shall notify kitchen to set aside dinners if field workers will be arriving to the basecamp after designated dinner hours. Contractor will ensure saved meal are kept at appropriate temperatures.

The Contractor shall ensure that all personnel entering or working in food preparation and/or serving areas shall be in accordance with local and State Health Codes and Regulations. The Contractor shall ensure that employees are neat and clean. The Contractor shall ensure that each Mobile Food Service Unit Manager and Supervisory Cook has a current Certificate of Completion for food service management, handling, and sanitation training.

Sample menus must be included with your proposal. These menus should be indicative of services provided to other similar base camps as described in this RFP.

## **ICE AND POTABLE DRINKING WATER**

Contractor will provide ice and potable water stations for crews 24 hours a day. The quantity of ice should be enough for crews to use for coolers and drinks.

## **HAND-WASHING STATIONS**

The Contractor shall furnish a sufficient number of hand-washing stations at each entrance to the dining area for personnel to use prior to entering and shall furnish sufficient hand-washing stations near restroom and Lodging facilities. The Contractor is responsible to ensure that the hand wash stations remain stocked with water, antibacterial hand soap, and paper towels throughout the dining period.

### **SANITATION INSPECTIONS**

Contractor is subject to evaluations by WREC representatives and should have access to the kitchen and dining area(s) for compliance with sanitation standards as required by local, state, and federal regulations prior to the commencement of operations and randomly during operation of the facilities.

The cleanliness of each space and related equipment will be measured by means of the Food Service Sanitation Ordinance and Code, Part V of the Food Service Sanitation Manual, U.S. Public Health Service Publication 934 (1965).1910142(i)3). When a food establishment exceeds critical violation limits, the establishment may be shut down until required sanitation standards are restored. The Contractor shall be responsible for any and all costs associated with closure due to the Contractor's failure to maintain acceptable sanitation standards.

### **MEDICAL UNIT**

The Contractor shall provide a medical unit staffed with one Registered Nurse (RN) qualified in Advance Cardiac Life Support (ACLS) procedures. The medical unit shall be capable of handling all medical emergencies in accordance with American Heart Association, Advanced Cardiac Life- support (ACLS) at a minimum. The Medical Unit shall be equipped to provide basic care for minor illness and injury; this will include dispensing of common over the counter medications. Medical personnel shall provide medical services to occupants and Contractor employees 24 hours a day, 7 days a week, unless directed otherwise by the Designated Coordinator. Contractor should assume 12 hour shifts for medical personnel. The cost of medical units must be included in Table 1, Base Camp Fixed Pricing and defined in Exhibit K, "Rate Sheet".

The Contractor will be responsible for documenting all work-related illnesses and injuries. Traumatic injuries must be reported immediately to WREC and included on the daily log, while occupational disease or illness should be reported on the daily log.

The Contractor shall develop and maintain camp specific medical plans that include camp processes and procedures in the event of an emergency. The plan shall identify local medical treatment facilities and transportation routes to the treatment facilities.

### **AUTOMATIC EXTERNAL DEFIBRILLATORS (AED)**

Automatic External Defibrillators (AEDs) will be placed in all areas of assembly (i.e. Dining Facility, Lodging, etc.). AEDs shall be located in proximity to the main entrance door and be marked with a large predominant sign.

### **SECURITY**

The Contractor will provide armed guard services for protection of personnel, facilities, and equipment. This activity will include the ability to establish and maintain a 24-hour physical security. The Contractor shall supply security personnel based on camp size as follows:

250	One armed security person at all times
500	One armed security person at all times
1,000	Two armed security persons at all times

The security supervisor shall report to WREC or a security representative the designated by WREC. The Contractor shall provide a separate trailer/s or tent to support the security team, the size of the trailer/s or tent should be based on the base camp occupant ratio given above.

Please include in Exhibit K "Rate Sheet" itemized pricing for additional security services on a per officer per hour price to be used at other cooperative operated facilities.

Due to the nature of providing security services during times of disaster recovery, all security personnel used in these capacities shall be licensed in and shall comply with all Federal and State laws or local ordinances related to the regulation of private security officers or agencies.

### **WASH FACILITIES**

The Contractor shall provide potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms and wastewater collection systems at each camp. All water supply equipment shall be rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems shall be operated in accordance with OSHA standard 29 CFR § 1910.142.

### **WASTEWATER**

The Contractor shall ensure that wastewater from showers, laundry, hand-washing stations, restroom facilities and kitchen facilities shall be collected into pump stations and pumped to storage tanks. All wastewater onsite shall be collected. Vacuum trucks shall maintain a service schedule to remove the wastewater from the tanks and transport offsite to dispose of at a permitted treatment facility. Disposal locations (including GPS coordinates) of wastewater must be provided to WREC each day. Use of Containerized On-Site Wastewater Systems may be used if authorized by the Designated Coordinator. When available, public utilities shall be utilized.

### **SOLID WASTE COLLECTION AND DISPOSAL (DUMPSTERS)**

The Contractor shall provide all necessary solid waste and trash collection and disposal for the base camp in accordance with OSHA standard 29 CFR § 1910.142(i)(3) I, State and local regulations. Disposal locations (including GPS coordinates) of solid waste must be provided to WREC each day. Contractor shall supply an adequate number of trash cans at the base camp, which should be emptied daily or greater as required.

### **CLEANING/JANITORIAL SERVICES**

The Contractor shall provide cleaning/janitorial services for all components of the base camp. All sleeping areas shall be cleaned once daily or more frequently if needed. The kitchen and dining facility shall be cleaned after each meal. Cleaning and janitorial services should be performed sufficiently to keep the base professionally clean and sanitary at all times.

### **SUPPORT EQUIPMENT**

The cost estimates included in Table 1 “Base Camp Fixed Pricing” must include all necessary support equipment to attain the objective established in this scope of services. The contractor and/or cooperative may increase or decrease the type and amount of support equipment required throughout the event. The type and amount of support equipment should be itemized in the supporting documents, Exhibit K, “Rate Sheet”..

### **CAMP DEMOBILIZATION**

The Contractor shall demobilize the base camp within 24 hours of notice, or as negotiated, by WREC. The Contractor shall demobilize camp, clean the site, remove/dispose of all garbage and used materials and return the site to its original condition within 7 days of the demobilization notice.

### **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 that 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 at the base camps 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.

## **A LA CARTE ITEMS**

### **FUEL DISTRIBUTION**

The Contractor shall provide fuel dispensing operations for regular gas and diesel fuel and fuel storage to support WREC and their contracting partners' fuel needs during the duration the basecamp is active. Contractor will be responsible for dispensing fuel into work vehicles before the start of each workday (i.e., fueling is likely to occur most often overnight) and will be available to dispense fuel throughout the workday if needed. Contractor will have spill containment supplies and equipment on hand to response to potential fuel spills. Fuel, lubricants, and oil and their related operations shall be managed, stored, and disposed of in accordance with all Federal, State, and local laws and regulations. Fuel will be paid on invoiced cost of fuel to the logistics Contractor. Fueling services will include the staffing and equipment to fuel parked vehicles located throughout each base camp while the workers are sleeping. Contractor should be able to fuel both diesel and gasoline vehicles. Contractor will account for all gallons used by each vehicle and will identify the date of service, company, vehicle number, license plate, type of fuel, and number of gallons used for each fueling service. Fueling services will also be made available by the contractor throughout the day at a central fueling location. Fuel purchase invoices must be provided to support the cost of fuel purchased.

### **ROADSIDE ELECTRONIC MESSAGE BOARDS**

For traffic control and safety, the contractor should provide a unit price for a roadside electric message board. The cooperative will designate the number of message boards to be used at each base camp.

### **FENCING AND BARRICADES**

If required, the Contractor shall provide fencing and barricades around the perimeter of the base camp, as set forth in the Work Authorization. Within the 36 hours timeframe for initial set-up, the Contractor shall also provide temporary chain-link fencing or similar around areas which are "off limits" to occupants. This is to ensure the health and safety of occupants to prevent injuries from all hazards (i.e. tripping). Fences, barriers, and implemented separation mechanisms shall comply with all local, state, and applicable building codes and regulations. **Cost of fencing should be included as an option on the itemized Rate Sheet attached as Exhibit K. Fencing and barricades should NOT be included in the pricing defined in Table 1, "Base Camp Fixed Pricing".**

### **WAREHOUSE TENT**

If requested by WREC, Contractor shall set up temporary warehouse tent(s). Location(s) and size(s) to be determined. If requested by WREC, Contractor shall provide staff to support and manage warehouse tent operations. The warehouse tent shall only house WREC goods and equipment. The cost of the warehouse tent(s) of varying sizes should be included as options on the itemized **"Rate Sheet" attached as Exhibit K.** The warehouse tent should NOT be included in the pricing defined in Table 1, "Base Camp Fixed Pricing". The hourly rates of support staff shall be included in **Section IV, Table 2, "Personnel Labor Rates".**

## **SECTION IV**

### **PRICING**

Contractor shall provide WREC daily and weekly pricing for base camps of varying sizes, based on the Contractor's itemized pricing. Contractor must provide itemized rate sheets and sample invoices supporting the pricing, indicating quantities of each item and unit pricing. The pricing provided below in Table 1, "Base Camp Fixed Pricing" should include all mobilization, delivery and demobilization charges as well as Contractor's employee meals and lodging costs. Services performed under a Work Authorization/Work Order form shall be invoiced and paid based on Table 1 "Base Camp Fixed Pricing" and/or Contractor's itemized rate sheet attached hereto as Exhibit K, "Rate Sheet". If pricing includes a minimum deployment, it should be identified in Contractor's response.

#### Pricing Guidelines:

- Assume all basecamp locations are to be determined, however, they will be located in the WREC service territory.
- Site must be turnkey. Contractor will provide all services and equipment required to furnish lodging, sanitation, dining, laundry, etc., for sites of approximately 250, 500, or 1,000 occupants, as needed.
- 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, "Scope of work/Services".
- The Contractor is encouraged to include any additional a la carte services as part of Exhibit K, "Rate Sheet".
- Any labor proposed as a separate line item shall be on a per person basis and priced as an hourly rate.
- Contractor must provide a total cost of each camp on a per day and per week basis in Table 1 of Section IV, "Price". Failure to provide these estimates will result in disqualification.
- In preparing the weekly price estimate, Contractor should assume 1 day of mobilization, 7 days of site operation, and 1 day of demobilization.
- Contractor must provide a sample itemized invoice showing unit quantities and unit prices to support the estimates provided in Section IV, "Pricing" and Exhibit K, "Rate Sheet". Sample invoice shall be attached hereto as Exhibit J, "Sample Invoice".
- Services performed under a Work Authorization will be invoiced and paid based on Table 1, "Base Camp Fixed Pricing" and Exhibit K, "Rate Sheet" itemized price proposal.
- For purposes of pricing, Contractor shall assume staging sites have:
  - No power
  - No water
  - No sewage available on site (self-contained)
  - Location is an open dirt field
- Pricing defined in Table 1, "Base Camp Fixed Pricing" should include the full scope of services and requirements of this RFP, except where indicated an item should be excluded.

- **NOTE:** Any Labor classification, equipment and/or service not listed in Section IV, Table 2 below or Exhibit K, “Rate Sheet” shall not be invoiced to Owner. Owner shall not be liable for any labor classification, equipment, or service not listed in Section IV or Exhibit K.

**OPERATING BASE CAMP FIXED PRICING INCLUDING ALL REQUIREMENTS:**

Required services/items to be included in Daily and Weekly Base Camp Pricing below shall include, but not be limited to: food, snacks, drinks, ice, laundry, lodging – sleep trailers, showers, bathrooms, hand washing stations, office trailer(s), generators, light towers, water (potable, black & grey), sewer, minimal medical requirements, armed & unarmed security, and badge/identification services, and any other required requirement as defined in Section III, “Scope of Work/Services”.

Contractor shall attach an itemized rate sheet hereto as **Exhibit K “Rate Sheet”**. The Rate Sheet shall show a cost breakdown of the fixed all-inclusive pricing defined below on a daily and weekly basis, as well as any additional services offered.

**Table 1 Base Camp Fixed Pricing, as described in Section III, “Scope of Work/Services:**

Base Camp Size	Fixed Daily All-Inclusive Pricing	Fixed Weekly All-Inclusive Pricing
250 Person Occupancy	\$	\$
500 Person Occupancy	\$	\$
1,000 Person Occupancy	\$	\$

**Table 2 Personnel Labor Rates (list any additional Labor Classifications below or in Exhibit K, “Rate Sheet”).**

Labor Classification	Straight Time Hourly Rate	Overtime Hourly Rate
Site Manager	\$	\$
Mechanic	\$	\$
Janitorial Personnel	\$	\$
Laundry Personnel	\$	\$
Waste Management Personnel	\$	\$
Registered Nurse	\$	\$
Armed Guard	\$	\$
Warehouse Support Personnel	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

**Overtime:**

Contractor to define point at which overtime commences:

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.

---



---



---

**Table 3 Per Diem:**

If applicable and approved by WREC, Per Diem shall be reimbursed at the following not to exceed rates

Per Diem	Not to Exceed Per Diem Rates, Per Day
Daily Lodging	\$148.00
Meals & Incidentals	\$80.00, \$60.00 for the first & last day of travel

## EXHIBIT A

### WORK AUTHORIZATION/WORK ORDER

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

<b>Work Authorization/Work Order(s) No.:</b>	
<b>Project Description:</b>	
<b>Title/ Role of Contractor:</b>	
<b>Description of Services Requested:</b>	See Section III, <b><u>Scope of Services</u></b> , included herein.
<b>Deliverables (e.g., reports plans, estimates):</b>	
<b>Rates:</b>	WREC shall pay Contractor for the Services in accordance with the rates and other compensation set forth in <b><u>Section IV, "PRICING" and/or EXHIBIT K, "RATE SHEET"</u></b> . If fuel is requested/required, Contractor and WREC agree the fuel service fee (adder) per gallon will be \$ _____. WREC shall only pay for actuals incurred.
<b>Compensation:</b>	<div>Compensation to Contractor under this Work Authorization/Work Order: \$ _____ <input type="checkbox"/> In no event shall Contractor's compensation under this Work Authorization/Work Order exceed _____ Dollars (\$ _____). Not-to-Exceed</div> <div>If Not-to-Exceed Compensation applies, Contractor shall bear all costs and expenses associated with the Services 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 Services in excess of the Not-to-Exceed Compensation amount.</div>
<b>Invoicing:</b>	Contractor must submit invoices detailing, at a minimum, employees' names, job descriptions, hours worked, and a description of the work performed, to Company on a _____ weekly basis
<b>Commencement Date:</b>	Contractor will commence Services as soon as possible within 24 hours of signing this Work Authorization/Work Order form, unless otherwise indicated herein:
<b>Estimated Completion Date:</b>	The estimated completion of work or end date is as follows _____.: Contractor may request and WREC may grant, in WREC'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 WREC and Contractor.

<b>Insurance:</b>	Contractor has provided Company with Certificates of Insurance evidencing compliance with insurance requirements in the Agreement.	
	The following individuals have been designated by the Parties as their Designated Representative for day-to-day communications and other issues identified in the Agreement and this Work Authorization/Work Order:	
<b>Designated Representatives:</b>	<u>WREC Representative</u>  <b>Name:</b>  <b>Email:</b>  <b>Phone:</b>	<u>Contractor Representative</u>  <b>Name:</b>  <b>Email:</b>  <b>Phone:</b>
<b>Additional Requirements:</b>		

**Special Conditions and Instructions:**

1. Contractor shall provide suitable clothing and PPE to mitigate arc flash hazard.
2. 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 DOT permits.
3. 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.
4. 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.

DESCRIPTION AND SCOPE OF SERVICES:

Provide turn-key base camp facilities for at least \_\_\_\_\_ (\_\_\_\_) people in order to assist WREC with post-storm recovery efforts. Each base camp shall include the following features capable of serving \_\_\_\_\_ (\_\_\_\_) to \_\_\_\_\_ (\_\_\_\_) persons:

Items Need	Description	Quantity	Duration
	Sleep trailers/Tents with air conditioning		
	Shower Facilities air conditioning		
	Restroom Facilities air conditioning		
	Kitchen/catering, including refrigeration for food		
	Handwashing Stations		
	Water and ice		
	Dining facilities with air conditioning		
	Laundry Facilities and services		
	Medical services (on-site) w/AED		
	Generators		
	Cleaning and waste removal		
	Dumpsters		
	Fuel distribution services for trucks and equipment		
	Staff for deployment and management of camp site		
	Light Towers		
	Photo Identification		
	Roadside Electric Message Boards		
	Fencing and Barricades		
	Other		

[illegible]

Executed on the dates set forth below by the undersigned authorized representative of Company and Contractor to be effective as of the Start Date.

**OWNER**  
**Withlacoochee River Electric**  
**Cooperative, Inc.**

**CONTRACTOR**  
Insert Contractor's name \_\_\_\_\_

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

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

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

Title \_\_\_\_\_

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

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

**EXHIBIT B**

## MOBILIZATION / DEMOBILIZATION SCHEDULE

The Contractor shall provide a schedule from the time of the Work Authorization for mobilization into full camp operational status through the complete demobilization and return of the site to its original condition.

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

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.

**EXHIBIT C**  
**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 OF CONTRACTOR]**

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

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

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

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

**EXHIBIT D**  
**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:** \_\_\_\_\_

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

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

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

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

**EXHIBIT E**  
**E-VERIFY CERTIFICATION**

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

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

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

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

---

Organization Name

---

Name of Authorized Official

---

Signature

---

Date

**EXHIBIT F**  
**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.

(name) Releasor (Subcontractor)

(name) Contractor

Sign: \_\_\_\_\_

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

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

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

**EXHIBIT G**  
**BYRD ANTI-LOBBYING CERTIFICATION**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 Name	RFP Number
Name	Title
Signature	Date

# EXHIBIT H

## CERTIFICATE OF INSURANCE



### 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. Ext:	IAIC No.:
	E-MAIL ADDRESS:	
INSURED:	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 LIN	TYPE OF INSURANCE	ADOL INSR	SUB WYS	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: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			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.			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED 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 DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMPLOYEE EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NM) If yes, describe under SPECIAL PROVISIONS below		N/A				PLEASE MARK "X" THE STATUTORY LIMITS BOX WHEN APPLICABLE FOR WORKERS COMPENSATION COVERAGE. 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>			SHOW APPLICABLE LETTER FROM ABOVE OF INSURANCE COMPANY AFFORDING EACH INDIVIDUAL REQUIRED POLICY.			\$

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 INSURED 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

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

**EXHIBIT I**  
**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: "Logistics Services / Base Camps"*  
\_\_\_\_\_

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

in a certain Contract No. SSL25 dated \_\_\_\_\_, \_\_\_\_\_, between the undersigned

and Seminole Electric Cooperative, Inc. ("SECI")<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 J  
CONTRACTOR'S SAMPLE INVOICE  
(Placeholder)

**EXHIBIT K**  
**RATE SHEET**  
**(Placeholder)**