

## NOTICE AND INSTRUCTION TO BIDDERS

1. *Sealed bids will be received by PowerSouth Energy Cooperative of Andalusia, Alabama (hereinafter referred to as the "Owner") for a contract to furnish the materials, supplies and equipment listed and described in the "Materialman's Proposal", hereinafter mentioned, and the attached specifications, which are desired by the Owner for the project(s) designated as:*

**Chipley Jct – Chipley 115kV Line**  
**Graceville – Chipley Jct 115kV Line**  
**Chipley Jct – Green Circle Jct 115kV Line**

2. *The bids will be received by the Owner on or before 3:00 p.m., June 12, 2019, and will not be publicly opened and read. Bid packages are to be directed to:*

Heather Cravey  
PowerSouth Energy Cooperative  
2027 East Three Notch Street (36421)  
P. O. Box 550 (36420)  
Andalusia, AL

3. *All proposals are to be submitted on the form of "Materialman's Proposal" furnished by the Owner and must be delivered to the Owner in a sealed envelope on which shall appear the name and address of the bidder, together with the project name, date, and hour of the opening.*

4. *Prior to submitting proposals, bidders shall make a careful examination of the Specifications for Materials attached hereto. The successful bidder will be issued a Purchase Order from the Owner, and will be required to issue the Owner an acknowledgment or acceptance of the Purchase Order. All information, instructions, and specifications furnished to the successful bidder in the initial bid package will be considered as binding and a part of the Purchase Order. The Purchase Order from the Owner and the acknowledgment from the Materialman constitute this Materials Contract.*

5. *If requested by the Owner, the Bidder shall furnish evidence, satisfactory to the Owner, that the bidder has the necessary facilities, ability, and financial resources to perform this contract.*

6. *Bidders must make bids on the complete schedule of materials as shown on the Materialman's Proposal. Bids on incomplete schedules may not be considered.*

7. *The Owner reserves the right to waive minor irregularities or minor errors in any Materialman's Proposal if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Materialman's Proposal in which they occur prior to the execution of any contract which may be awarded thereon.*

8. *The Owner reserves the right to reject any or all bids.*

9. *The Owner, subsequent to the bid opening, may elect to conduct a round of negotiations with each bidder to resolve any questions related to the substance of his proposal, to negotiate the acceptance of a partial Schedule of Materials, and to arrive at a final price.*

10. *Proposals and any information (drawings, calculations, etc.) to be attached to the Proposal shall be submitted in duplicate. Any exceptions taken to the specifications are to be stated and clarified, and will be subject to Owner's approval before awarding of bids.*

11. *Estimated weights of Materials shall be furnished with proposal and itemized on the Schedule of Materials.*
12. *Bid price of EACH item in the Schedule of Materials shall be furnished with the bid.*
13. *A proposal shall not be withdrawn for a period of forty-five (45) days from the date of the proposal.*
14. *The following terms are considered to be synonymous in the attached specifications: Materialman, Manufacturer, Contractor and Successful Bidder.*

**MATERIALMAN'S PROPOSAL**

**To:** *PowerSouth Energy Cooperative, (hereinafter called the "Owner"). The undersigned (hereinafter called the "Materialman") hereby proposes to sell and deliver to the Owner upon the terms and conditions herein stated, the materials, supplies and equipment, hereinafter called the "Materials", specified in the "Schedule of Materials", for the project(s) designated as*

**Chipley Jct – Chipley 115kV Line  
Graceville – Chipley Jct 115kV Line  
Chipley Jct – Green Circle Jct 115kV Line**

- 1. *The prices of Materials set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase or use of the materials. If any such tax is applicable to the sale, purchase or use of the Materials hereunder, the amount thereof shall be added to the purchase price and paid by the Owner.*
- 2. *The Materials will conform to the Specific Material Requirements attached hereto and made a part hereof.*
- 4. *The prices of Materials set forth herein shall include the cost of delivery to the project site(s) as per the Schedule of Materials. The time of delivery shall be extended for the period of any reasonable delay due exclusively to causes beyond the control and without the fault of the Materialman, including fires, floods, strikes, and delays in transportation.*
- 4. *Title to the Materials shall pass to the Owner upon delivery to the point above specified.*
- 5. *The Materialman hereby proposes to sell and deliver f.o.b. jobsite to the Owner the materials as specified herein for the lump sum of:*

\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

6. *This proposal is void unless a materials contract (award of Purchase Order by Owner) based on this proposal is entered into by the Owner and the Materialman within forty five (45) days after the date hereof.*

\_\_\_\_\_  
(SIGNED BY)

\_\_\_\_\_  
(MATERIALMAN)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(DATE)

## SCHEDULE OF MATERIALS

Chipley Jct – Chipley 115kV Line  
 Graceville – Chipley Jct 115kV Line  
 Chipley Jct – Green Circle Jct 115kV Line

### A. General Description

To furnish, according to the specifications, the design, detailing, fabrication, packaging, shipment and delivery of pre-stressed concrete poles for the following structures:

Quantities are per pole, not per structure:

Item No.	Qty	Structure Type	Ht. / Class (Feet)	Drawing No.	Weight Per Pole (1,000 lbs.)	Pole Unit Cost (FOB Jobsite)
1	2	TH-2ATS-115 (W/GOAB SW-19M)	55'	119196.01		
2	1	Telemetry	110'	119196.02		
3	2	TH-2ATS-115 (W/GOAB SW-23)	55'	119201.01		
4	3	TH-5A-SW (W/GOAB SW-23)	50'	119202.01		

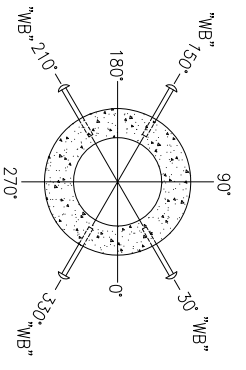
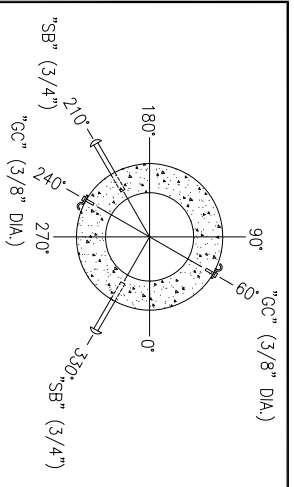
### B. Specific Material Requirements

1. Refer to the load and dimension drawings.
2. Refer to the *Technical Specification for Prestressed Concrete Poles and Concrete Pole Structures*, found within **RUS Bulletin 1724E-206** (latest edition dated August 2016).
3. Refer to the *Technical Specification for Standard Class Prestressed Concrete Transmission Poles*, found within **RUS Bulletin 1724E-216** (latest edition dated July 2016).

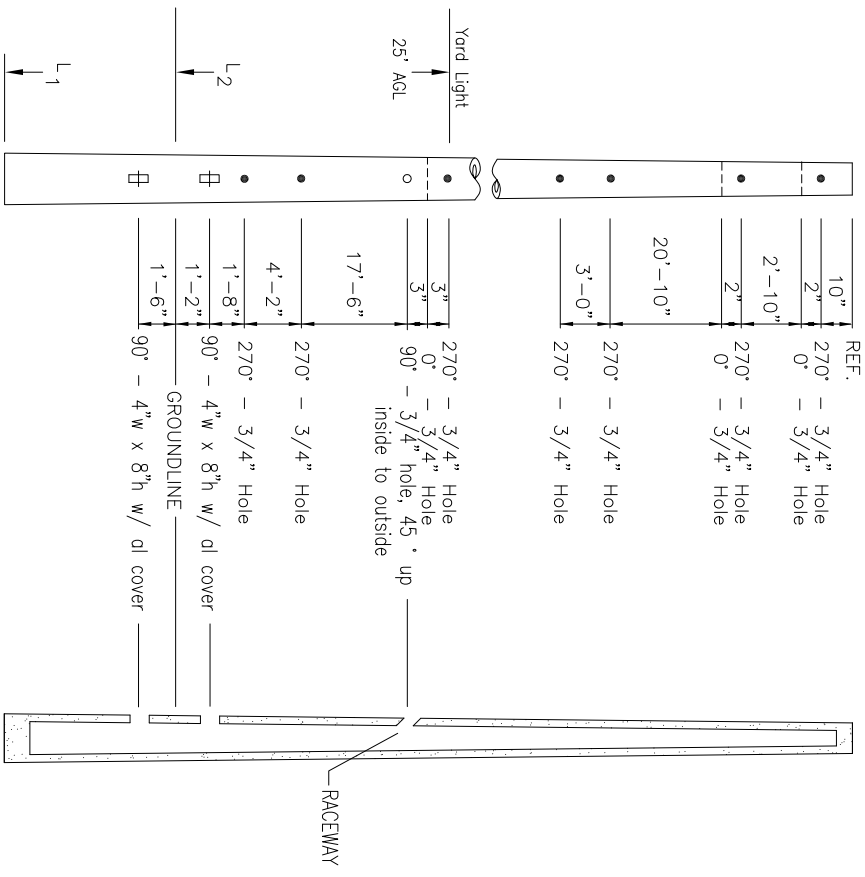
### C. Schedule & Delivery Requirements

- Poles shall be ready for delivery by September 13<sup>th</sup>, to the vicinity of Chipley Substation near SR-273 in Washington County, Florida.
- Delivery shall be coordinated with Josh Hilburn (Office: 334.427.3292 or Cell: 334.488.5289)





**WORKING STEPBOLTS**  
 @ 3.0' & 6.0' FROM POLE TOP ONLY  
 (4) Required at each location. (3/4" DIA.)



ATH,DWG	1=1	R90
NO.	DATE	BY
		CHKD/APPD
		REVISION
DRWN:	CHB	DATE:
04/19		
CHKD:	MAE	DATE:
04/19		
APPD:		DATE:

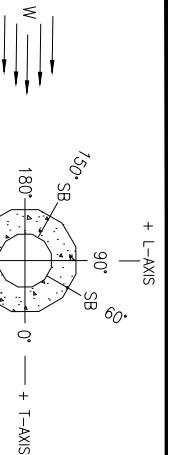
**STANDARD TELEMETRY POLE**  
 POLE FRAMING DRAWING (CONCRETE)  
 CHIPLEY JCT. - CHIPLEY 115KV T.L.  
 SCALE: NONE SHEET OF



119196.02 REV. 00

- DESIGN LOADS:**
- ULTIMATE LOAD** - TRANSVERSE LOAD (ANY DIRECTION) OF 3.3 KIPS @ 1 FT. BELOW POLE TOP AND 34 PSF WIND ON POLE.
- SERVICE LOAD** - TRANSVERSE LOAD OF 2.0 KIPS @ 1 FT. BELOW POLE TOP AND 9 PSF ON POLE. STRUCTURE SHALL BE DESIGNED FOR ZERO TENSION STRENGTH AT SERVICE LOADING.
- (1) 110' Telemetry Pole @ STR. 101, CHIPLEY JCT
- |    |       |
|----|-------|
| L1 | 110'  |
| L2 | 95.0' |
- NOTES:**
1. PROVIDE 3/4" X 7.1/2" GALVANIZED STEPBOLTS WITH LOCKNUTS AT 18" STAGGERED SPACING, FROM 6' BELOW POLE TOP TO 10' ABOVE GROUND LINE. STEPBOLT ORIENTATION INDICATED "SB" ON DRAWING.
  2. PROVIDE 3/4" X 7.1/2" GALVANIZED "WORKING" STEPBOLTS WITH LOCKNUTS AT 3.0' & 6.0' FROM POLE TOP. WORKING STEPBOLT ORIENTATION INDICATED "WB" ON DRAWING.
  3. PROVIDE GROUND WIRE CLIP AT 3" BELOW POLE TOP AND CONTINUE ON 3' SPACING TO 1' BELOW GROUND LINE ON BOTH SIDES OF POLE. ALONG 60° AXIS & 240° AXIS. INSERT ORIENTATION INDICATED "GC" ON DRAWING. INSERT AND BOLT SIZE MUST BE 3/8" DIAMETER.
  4. PROVIDE TWO BRONZE GROUND INSERTS FOR 1/2"-13 TANK GROUND WITH A #6 COPPER WIRE SECURELY BONDED TO AT LEAST ONE CONTINUOUS STEEL TENDON. GROUND INSERTS SHALL BE ALONG THE 60° AXIS AND SHALL BE 6" BELOW POLE TOP AND 18" ABOVE GROUND LINE.





POLE TIE ANGLE 4" X 3" X 1/4"  
FURNISHED BY OTHERS.

SIDE VIEW OF POLE TOP  
(Typical All Poles)

ULTIMATE LOADS												
LOADING	TEMP	ICE	WIND	V <sub>c</sub>	T <sub>c</sub>	L <sub>c</sub>	V <sub>s</sub>	T <sub>s</sub>	L <sub>s</sub>	V <sub>B</sub>	T <sub>B</sub>	W
LOADING	TEMP	ICE	WIND	V <sub>c</sub>	T <sub>c</sub>	L <sub>c</sub>	V <sub>s</sub>	T <sub>s</sub>	L <sub>s</sub>	V <sub>B</sub>	T <sub>B</sub>	W
NESSC LT	30	0	9	0.84	0.67	10.33	0.26	0.26	4.18	1.50	0.45	23
EXTREME	60	0	28	0.62	0.92	9.50	0.19	0.36	3.90	1.10	1.05	31

**SERVICE LOADS\***

\* DESIGN FOR ZERO TENSION STRENGTH UNDER SERVICE LOADING

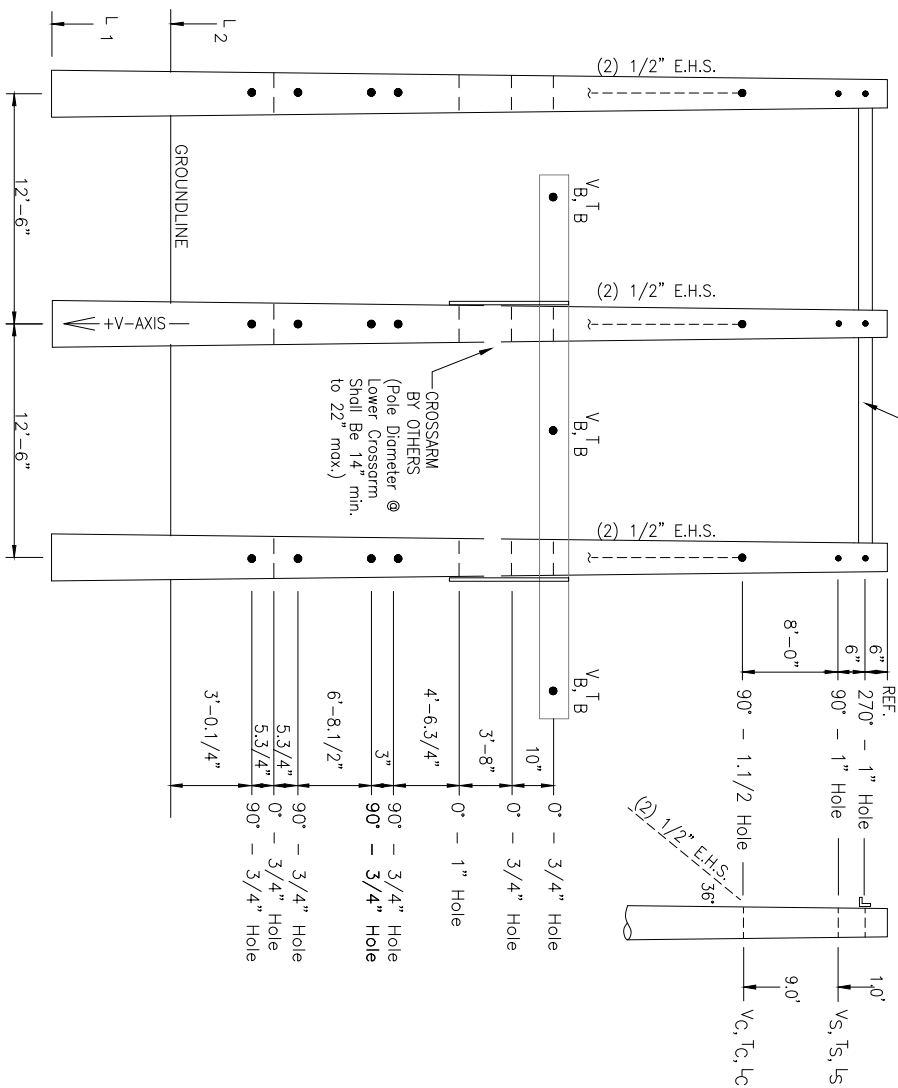
LOADING	TEMP	ICE	WIND	V <sub>c</sub>	T <sub>c</sub>	L <sub>c</sub>	V <sub>s</sub>	T <sub>s</sub>	L <sub>s</sub>	V <sub>B</sub>	T <sub>B</sub>	W
NESSC LT	30	0	9	0.56	0.27	6.26	0.17	0.10	2.53	1.00	0.18	9

L1	50'
L2	43.0'

1 STRUCTURE REQUIRED (3 POLES)  
(3) 50' POLES @ STR. 1A

**NOTES:**

1. V, T, AND L ARE IN KIPS.
2. W IS THE WIND LOAD ON THE STRUCTURE, PSF.
3. PROVIDE 3/4" X 7.1/2" GALVANIZED STEPBOLTS WITH LOOKNUTS AT 18" STAGGERED SPACING, FROM 2' BELOW POLE TOP TO 10' ABOVE GROUND LINE. SHIP STEPBOLTS LOOSE. STEPBOLT ORIENTATION INDICATED "SB" ON DRAWING.
4. PROVIDE GROUND WIRE CLIP AT 3" BELOW POLE TOP AND CONTINUE ON 5' SPACING TO 1' BELOW GROUND LINE. INSERT ORIENTATION INDICATED "GC" ON DRAWING.
5. PROVIDE 2 BRONZE GROUND INSERTS FOR 1/2"-13 TANK GROUND WITH A #6 COPPER WIRE SECURELY BONDED TO AT LEAST ONE CONTINUOUS STEEL TENDON. GROUND INSERT SHALL BE ALONG THE SAME AXIS AS GROUND CLIPS AND SHALL BE 6" TO 24" BELOW POLE TOP AND 18" ABOVE GROUND LINE.
6. PROVIDE ADDITIONAL CANT. HOLES 4' FROM BUTT TO 4' ABOVE GROUND LINE.



CROSSARM BY OTHERS (Pole Diameter @ Lower Crossarm Shall Be 14" min. to 22" max.)

A1H.DWG 1=1 R90		NO.		DATE	BY	CHKD	APPD	REVISION	
DRWN:	CHB	DATE:	4/19/19	CHKD:	MAE	DATE:	4/19/19	APPD:	CHB
CHIPLEY JCT. - GREEN CIRCLE JCT. 115KV LINE									
TH-5A-SW (115) (W/ GOAB SW-23)									
LOAD AND DIMENSION DRAWING (CONCRETE)									
SCALE:	NONE	SHEET	OF						



119202.01

REV. 00



## **PowerSouth Energy Cooperative Terms and Conditions of Purchase Order - FEMA**

**IMPORTANT:** THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, SELLER'S ACCEPTANCE OF THE TERMS OF THE ORDER AND POWERSOUTH ENERGY COOPERATIVE'S (HEREINAFTER "POWERSOUTH") STANDARD TERMS AND CONDITIONS. SELLER'S PERFORMANCE UNDER THIS PURCHASE ORDER IS ACCEPTANCE OF THE TERMS OF THE ORDER AND POWERSOUTH'S STANDARD TERMS AND CONDITIONS. POWERSOUTH OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

Seller acknowledges that Federal Emergency Management Agency (FEMA) financial assistance may be used to fund this Agreement and Seller agrees to comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements.

**HAZARDOUS SUBSTANCES/ENVIRONMENTAL CONCERNS:** Seller must provide a Safety Data Sheet (SDS) for any item shipped or used onsite under this Purchase Order as required by all applicable laws and regulations. If item is being used as part of services performed under Purchase Order onsite, please indicate the estimated quantity of item to be used, the timing of the expected use and the location of use. The PowerSouth Purchase Order number should be included on the SDS and the SDS returned with the quote or invoice to PowerSouth Energy Cooperative, P.O. Box 550, Andalusia, AL 36420, Attn: Purchasing Dept. Seller shall be responsible for the proper storage, handling, labeling and disposal of all hazardous substances used or created during services performed under the Purchase Order.

Seller shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).

Seller shall report all violations to the Alabama Emergency Management Agency and/or Florida Division of Emergency Management, as applicable, FEMA and the regional office of the Environmental Protection Agency.

Seller shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEFINITIONS:** PowerSouth is PowerSouth Energy Cooperative. Seller is individual, partnership or company selling goods or services to PowerSouth under this Purchase Order; Seller includes Bidders and Contractors. Purchase Order is the agreement between PowerSouth to buy and the Seller to sell goods or perform services according to the terms contained herein.

**1) ACCEPTANCE OF PURCHASE ORDER:** Acceptance must be without qualification. PowerSouth will not be bound by any different terms and conditions contained in the acceptance, unless agreed to in writing by PowerSouth. Seller's action in (a) accepting this Purchase Order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of these terms and conditions. THIS PURCHASE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY POWERSOUTH. NO CONTRACT SHALL EXIST EXCEPT AS HEREIN PROVIDED.

**2) PRICE BIDS:** All prices quoted must be FIRM. The act of offering a quotation or bid constitutes an express warranty of Seller that the quoted price is not subject to adjustment. Where approval drawings are required, the shipping date specified in the quote shall include a minimum of two weeks for PowerSouth's review of drawings, plus one week transit time.

**3) RISK OF LOSS:** Regardless of whether quotations are F.O.B. origin or destination, risk of loss shall not pass to PowerSouth until delivery to PowerSouth.

**4) SELLER'S WARRANTIES:** Seller warrants that the goods furnished hereunder will be of merchantable quality, fit for PowerSouth's purposes, free from defects in title, design, materials, and workmanship and that the goods or services will conform to PowerSouth's specifications. Seller further warrants that the goods furnished hereunder shall conform to all representations, affirmations, promises, descriptions, samples or models forming the basis of this Purchase Order. Those warranties shall survive acceptance of the goods. Seller further warrants that all services performed for or on behalf of PowerSouth will be performed in a competent workmanlike manner and shall

be free from faults and defects. These warranties are in addition to any other warranties given by Seller to PowerSouth. NONE OF THE FOREGOING WARRANTIES AND NO OTHER IMPLIED OR EXPRESS WARRANTIES MAY BE DISCLAIMED, OR EXCLUDED, OR MODIFIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED POWERSOUTH REPRESENTATIVE. Seller agrees to hold PowerSouth harmless from any loss, damage or expense whatsoever, including, but not limited to, damage to collateral equipment and attorney's fees, which PowerSouth may suffer from breach of these warranties. All materials and workmanship shall be subject to inspection by PowerSouth which reserves the right to (1) reject and return the same at Seller's expense, for full credit, including transportation both ways; (2) require the replacement or correction of goods or services at Seller's expense, including transportation both ways; (3) accept the same and either satisfactorily correct it at Seller's expense or use it in its present condition at an equitable reduction in price which, if already paid, shall be refunded by Seller forthwith or; (4) cancel this Purchase Order in whole or in part.

**5) INDEMNIFICATION:** Seller agrees to indemnify and save PowerSouth, its officers, agents and employees harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorney's fees arising from this Purchase Order, or the services performed or goods delivered under this Purchase Order, which are claimed or made by any person, firm, association or corporation, including employees, workmen, servants or agents of the Seller and its subcontractors, whether or not due in whole or in part to conditions, acts or omissions done or permitted by PowerSouth. Seller further agrees to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Seller or against PowerSouth. In the event PowerSouth's machinery or equipment is used by Seller in the performance of any work that might be required under this Purchase Order, such machinery or equipment shall be considered as being under the sole custody and control of Seller during the period of such use by Seller.

**6) CANCELLATION:** PowerSouth shall have the right to cancel for default all or any part of the unperformed portion of this Purchase Order, if Seller does not make performance as specified; if Seller breaches any of the terms hereof including warranties of Seller; if Seller makes an arrangement extension or assignment for the benefit of creditors or is placed into bankruptcy; if Seller dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets; if Seller becomes insolvent or if Seller generally does not pay its debts as they become due. Such right of cancellation is in addition to and not in lieu of any other remedies which PowerSouth may have in law or equity.

Time of delivery is of the essence of this Purchase Order. PowerSouth may cancel this Purchase Order or any unshipped portion hereof, without liability or waiver of any other rights and remedies, if delivery is not made in accordance with the shipping schedule. If for any reason delivery cannot be made on the date shown in such order or shipping instructions, Seller shall immediately notify PowerSouth's Purchasing Department of any such delay and when shipment can be made. PowerSouth may extend delivery schedules or defer shipment dates of materials ordered herein without additional charge.

**7) WAIVER:** The failure of PowerSouth to insist, in any one or more instances upon the performance of any of the terms, covenants, or conditions of this Purchase Order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

**8) ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this Purchase Order shall be assigned nor shall Seller subcontract for completed or substantially completed material called for by this Purchase Order without PowerSouth's prior written consent.

**9) PATENTS AND COPYRIGHTS:** Any good or work developed under this Purchase Order shall be deemed a work made for hire under the intellectual property and copyright laws of the United States. Seller shall defend any suit or proceeding brought against PowerSouth that is based on a claim that any article or apparatus, or any part thereof constituting goods furnished under this Purchase Order, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent or copyright of the United States. Seller shall pay all damages and costs awarded therein. In case use of said article or apparatus, part or device is enjoined, Seller shall, at its own expense and at its option, either procure for PowerSouth the right to continue using said article or apparatus, or replace same with a non-infringing equivalent or remove said article or apparatus and refund the purchase price and the transportation and installation costs thereof.

**10) EQUAL EMPLOYMENT OPPORTUNITY:** PowerSouth and any of its covered subcontractors shall abide by the Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulation of the Office of Federal Contract Compliance including the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit

**discrimination against qualified individuals on the basis of protected veteran status or disability, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** Likewise, when applicable, PowerSouth and/or its covered subcontractors agrees to comply with the provisions of 29 CFR Part 471, Appendix A to Subpart A.

**11) WORK ON POWERSOUTH'S PREMISES:** If this Purchase Order involves the presence of Seller on the premises of PowerSouth, Seller shall comply with all safety and security regulations and shall take all necessary precautions to prevent injury or damage to persons or property while so engaged. Seller shall indemnify and save PowerSouth harmless against liability, losses, and expenses incurred by PowerSouth as a result of any such injury or damage in accordance with Paragraph 5.

**12) INSURANCE:** (1) The Seller shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of this Purchase Order, including any work or service conducted as a result of said Purchase Order, insurance of the following minimum types and amounts to protect the Seller and PowerSouth: (a) Worker's compensation and employer's liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor, engineer, and architect under the Purchase Order. If any employer or employee is not subject to worker's compensations laws of the governing State, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the worker's compensations laws. (b) General liability insurance covering all operations under the Purchase Order shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$2 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. (c) Automobile liability insurance on all motor vehicles used in connection with the Purchase Order, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. (2) PowerSouth shall have the right at any time to require general liability insurance and property damage liability insurance greater than those limits required in paragraphs (1)(b) and (1)(c) of this section. In any such event, the additional insurance premium or premiums payable solely as the result of such additional insurance shall be added to the Purchase Order price. (3) PowerSouth shall be named as Additional Insured on all policies of insurance required in (1)(b) and (1)(c) of this section and given a waiver of subrogation. Such insurance shall be primary over any other insurance coverage available to PowerSouth. (4) The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to PowerSouth. The Seller shall furnish PowerSouth a certificate evidencing compliance with the foregoing requirements that shall provide not less than 30 days prior written notice to PowerSouth of any cancellation or material change in the insurance. Where Seller is performing on-site services, Seller shall provide PowerSouth with an Endorsement establishing PowerSouth's status as an additional insured for all policies of insurance required in (1)(b) and (1)(c) of this section in a form acceptable to PowerSouth. PowerSouth's failure to demand either a certificate of insurance or written endorsement required by this provision is not a waiver of Seller's obligations to obtain the required insurance.

**13) GOVERNING LAW:** This Purchase Order shall be subject to and governed in all respects, including issues of validity, interpretation, performance and enforcement, by the laws of the State of Alabama. Seller represents and warrants that all equipment and work practices shall conform to all applicable industrial safety regulations, including, but not limited to, the Walsh-Healy Act, the Occupational Safety and Health Act (OSHA), and all applicable federal and state laws and local laws, codes, ordinances, rules and regulations, including, but not limited to, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code Section 31-13 (1975)) as amended and updated from time to time. Seller shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required to accomplish any work or services performed hereunder.

**14) CANCELLATION FOR CONVENIENCE:** PowerSouth shall have the right to cancel this Purchase Order for its convenience at any time by written notice to Seller. On the date of such cancellation stated in said notice, Seller shall discontinue all work pertaining to the Purchase Order, shall place no additional orders and shall preserve and protect material on hand purchased for or committed to this Purchase Order. Upon such cancellation, Seller

shall be paid the earned portion of the total cost of all work completed as of the date of cancellation. PowerSouth may, at its option, have those costs, which are reimbursable under this Section audited by either PowerSouth's auditing staff or by independent certified public accountants selected by PowerSouth.

**15) INDEPENDENT CONTRACTOR:** Seller shall perform any and all work under this Purchase Order as an independent contractor with exclusive control of the manners and means of performing the work, subject only to PowerSouth's right to inspect and oversee the work to assure that it is performed in accordance with the specifications and other requirements of the Purchase Order.

**16) SOCIOECONOMIC CONTRACTING:** If this contract is funded in whole or in part by federal funding (e.g. FEMA Public Assistance grants) and subcontracts are let, the Seller must take the following affirmative steps to solicit minority businesses, women's business enterprises, and labor area surplus firms when possible. 2 C.F.R. § 200.321. A list of Labor surplus firms are provided at the Department of Labor's website at <https://doleta.gov/programs/lisa.cfm>.

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

**17) SPECIAL CONSIDERATIONS:**

- A. Seller shall provide the Owner, the FEMA Administrator, the Alabama Emergency Management Agency or the Florida Division of Emergency Management, as applicable, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Seller shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires. This provision does not limit the applicable statute of limitations.
- B. Seller shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Seller shall provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- D. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Owner, the Seller, or any other party pertaining to any matter resulting from the Contract.
- E. Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- F. Seller acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Seller's actions pertaining to this Agreement.

**18) DEBARMENT AND SUSPENSION**

- A. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, 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 C.F.R. § 180.935).
- B. The Seller shall comply with 2 C.F.R. pt. 180, subpart C and 2C.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.
- C. This certification as set out in Exhibit "A" is a material representation of fact relied upon by the Owner. If it is later determined that Seller 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 the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Seller shall comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Seller further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**19) BYRD ANTI-LOBBYING AMENDMENT:**

- A. For any bid, offer, or agreement exceeding \$100,000, Seller shall file the required Certification Regarding Lobbying under 31 U.S.C 1352.

B. Seller shall comply with 31 U.S.C. § 1352 and include a requirement to comply with these regulations in any subcontractor or lower tier covered transaction it enters into.

**20) CONTRACT WORK AND SAFETY STANDARDS:** Seller agrees to comply with the Safety Standards Act, 40 U.S.C. sections 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5), including all of the following requirements:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 2 of this section 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 (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 paragraph 2 of this section, 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 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.
- C. Withholding for unpaid wages and liquidated damages. FEMA 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 paragraph 2 of this section.
- D. Subcontracts. Seller shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Seller shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

Acknowledged and accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Delivery Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Revised April 8, 2015 (as to PSEC T&Cs)

Revised April 3, 2019 (as to FEMA regs.)

## EXHIBIT "A"

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS**

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Vendor is required to confirm that none of the Vendor, 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 C.F.R. § 180.935).

#### INSTRUCTIONS FOR CERTIFICATION

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

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

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

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