



POWERSOUTH ENERGY COOPERATIVE  
2027 EAST THREE NOTCH STREET  
ANDALUSIA, ALABAMA 36421

**Emergency Services Request for Proposal**  
**Emergency Fuel Services**  
**RFP No. 2024-JP05**  
**Issued: February 12, 2024**  
**Proposals Due: March 11, 2024**

## Request for Proposals: Emergency Fuel Services

PowerSouth Energy Cooperative (“PowerSouth”) is a generation and transmission electric cooperative that provides wholesale electric power to its 20 distribution members (“Members”) throughout Alabama and Northwest Florida. PowerSouth has entered into an agreement with its Members under which PowerSouth is authorized to administer joint procurements for certain emergency services on behalf of itself and its Members.

Accordingly, PowerSouth is seeking proposals to establish one or more contracts with qualified and experienced contractors to provide Emergency Fuel Services (“Services”) to address emergency circumstances for future disasters, as needed. The Services are described in detail in the Scope of Work – Emergency Fuel Services available on the PowerSouth website (<https://www.powersouth.com/disasterrfp>). The contractor shall provide personnel, equipment, plans, procedures, and other materials and capabilities necessary to perform the Services. Respondents are to have experience in providing emergency fuel services, including but not limited to, mobile fueling stations, in accordance with Federal Emergency Management Agency (“FEMA”) Public Assistance requirements.

The participating Members are listed in the RFP along with a description of their individual requirements. Respondents may elect to propose to one or more participating Members (including PowerSouth). Each proposal shall also document the contractor’s familiarity with and history of compliance with the current FEMA requirements, as well as other federal, state, and local guidelines and regulations as they relate to the Services.

Respondent(s) will execute a Master Services Agreement (“MSA”) for the provision of the Services and submit the MSA with its proposal. The MSA – Emergency Fuel Services is available on the PowerSouth website (<https://www.powersouth.com/disasterrfp>). Variances to the MSA will be considered and should be submitted in redline. Successful Respondent(s) will be awarded the counter-signed contract, executed by PowerSouth and the participating Members that choose to execute an MSA with one or more selected Respondents (“contracting Members”). Contracting Members (including PowerSouth) that wish to activate the contractor will issue a Task Release for the Services, a sample of which is attached as Exhibit B of the MSA. While payment for Services under the MSA and any accompanying Task Release will be made to the Contractor directly by the Contracting Member, a Contracting Member may seek reimbursement of its contract costs from FEMA. Thus, all work must be completed in compliance with FEMA’s rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

**Proposals are due by 5:00 p.m. on March 11, 2024.** Further instructions for proposal submission are contained in the RFP.

Interested persons or entities may obtain a copy of the RFP on PowerSouth’s website (<https://www.powersouth.com/disasterrfp>) or by contacting Heather Cravey at [DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com). Respondents shall submit proposals electronically (in one PDF) or by mail (in one original and two copies) to:

Heather Cravey  
[DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com)  
or  
2027 East Three Notch Street  
Andalusia, AL 36421

**THE SUBJECT LINE OF THE SUBMITTAL CORRESPONDENCE MUST STATE “RFP #2024-JP05 SUBMITTAL.”**

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## General Information

### I. Project Objective

PowerSouth Energy is seeking proposals on behalf of itself and the Members identified in **Exhibit A** (PowerSouth and the Members listed in Exhibit A are henceforth referred to in this RFP as the “participating Members”) to establish one or more contracts with qualified and experienced firms to provide the Services. The Scope of Services – Emergency Fuel Services is available on PowerSouth’s website (<https://www.powersouth.com/disasterrfp>) and incorporated into this Request for Proposals (“RFP”). Services will be performed under individual Task Releases issued by the contracting Member.

### II. Instructions to Respondents

Respondents are expected to submit proposals that conform to the requirements of this RFP.

#### A. Proposal Submission

Respondents shall submit proposals electronically (in one PDF) or by mail (in one original and two copies) to Heather Cravey at [DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com) or 2027 East Three Notch Street, Andalusia, AL 36421 by 5:00 p.m. (Central Time) on March 11, 2024. Proposals submitted by other means or received beyond the deadline may not be considered.

The subject line of the transmittal correspondence and the first page of the PDF proposal shall include the RFP number indicated on the cover page of this RFP. Respondents must respond to the entire RFP. Any requirements in the RFP that cannot be met must be so indicated in the proposal.

Costs of proposal preparation, attendance at the Pre-Proposal Conference, if any, or any other costs incurred to respond to this RFP are the sole responsibility of the Respondent.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the Services set forth in this RFP to the participating Members indicated in the proposal, or until one or more of the proposals have been selected for a contract award.

All proposals must be typed and must be signed by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

#### B. Timeliness

Respondent(s) may submit their proposal any time prior to the stated deadline. If more than one proposal is provided by the same Respondent, the latest received proposal prior to the deadline will be considered the Respondent’s final response. PowerSouth will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call PowerSouth’s office to confirm receipt if a courtesy confirmation is not received via e-mail. Late proposals or proposals submitted in any other form than identified above may be rejected.

#### C. Pre-Proposal Conference

If PowerSouth determines a Pre-Proposal Conference is warranted, it will notify Respondents by issuing an addendum to this RFP indicating the time, date, location, and telephone conference information. Attendance at the Pre-Proposal Conference is not mandatory, but PowerSouth recommends potential Respondents attend by phone or in-person.

#### *D. Registration with PowerSouth*

Each Respondent seeking to submit a proposal is requested to register with PowerSouth in order to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit F** and e-mail it to Heather Cravey at [DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com) on or before February 26, 2024 at 5:00 p.m. It is the responsibility of each Respondent to ensure that it receives all addenda. PowerSouth shall have no responsibility to provide any addenda issued under this RFP to any Respondent; however, PowerSouth will use its best efforts to provide issued addenda to those Respondents registered with PowerSouth for this RFP.

### **III. Changes; Questions; Interpretations; Site Visits**

PowerSouth reserves the right, at its sole discretion, change this RFP at any time. Any changes will be made by addendum, distributed to registered Respondents, and made available on PowerSouth's website (<https://www.powersouth.com/disasterrfp>). PowerSouth further reserves the right, at its sole discretion, to cancel this RFP at any time prior to execution of any MSA. The decision to cancel a solicitation shall not be the basis for a protest.

If needed, the participating Members may request clarification of information submitted or request additional information of any Respondent. Any such request should not be construed by a Respondent as an indication of selection to provide proposed services.

All questions or concerns regarding this RFP must be received in writing via mail or e-mail no later than February 26, 2024, to the attention of Heather Cravey at [DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com) referencing the RFP number and name. Any responses by PowerSouth to Respondents' questions or concerns will be addressed, if at all, by addenda.

Respondents shall not otherwise direct any queries or statements concerning this RFP or their proposal to the staff of any participating Member. Any Respondent who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement. No oral interpretation of this RFP shall be considered binding.

Respondents are urged to conduct due diligence prior to submitting a proposal by familiarizing themselves with the various participating Members' sites where the Services will be performed. The Respondent may request to schedule site visits with each participating Member by e-mailing Heather Cravey at [DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com). PowerSouth will coordinate scheduling of the site visit.

### **IV. Property of PowerSouth**

All materials submitted in response to this RFP become the property of PowerSouth, including the right to use any or all ideas presented in any response to this RFP, except to the extent Respondent provides confidential information in response to the RFP and identifies the information as confidential and/or proprietary as described below.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Section 36-12-40 of the Alabama Code, and except as may be provided by other applicable State or Federal law, all Respondents should be aware that this RFP and any communications with respect to it, including but not limited to submitted proposals, may be considered within the public domain by virtue of the participating Members' intent to submit

the resulting costs to various grant programs for Federal and/or State reimbursement. Respondents should therefore identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

#### V. RFP Timetable

The anticipated schedule for this RFP and MSA approval is as follows:

Registration Forms Due	February 26, 2024, 5:00 p.m.
Questions from Potential Respondents Due	February 26, 2024, 5:00 p.m.
Issue Addenda (if necessary)	March 4, 2024 <sup>1</sup>
Proposal Due Date and Time	March 11, 2024, 5:00 p.m.
Proposal Evaluation	March 12 – 29, 2024
Contract Negotiations/Approval	TBD

**All times are listed in the Central Time Zone.**

**PowerSouth reserves the right to amend the anticipated schedule as it deems necessary.**

#### VI. Ethics Requirement

This RFP is subject to each participating Members' policy governing conflicts of interest in procurement and contract administration. Accordingly, there are prohibitions and limitations on the activities of the participating Members' personnel and contractors. Respondents are highly encouraged to review these policies in order to ensure compliance with the same (copies of these policies are available upon request).

All Respondents shall submit a signed statement regarding conflicts of interest with their proposal on the form provided herein as **Exhibit G**. Selected Respondents may be required to agree with additional terms regarding ethical behavior in any resulting MSA or Task Release in accordance with each participating Member's policy and procedure governing conflicts of interest.

#### VII. Disclosure and Disclaimer

This RFP is being provided by PowerSouth without any warranty or representation, express or implied, as to its content, accuracy, or completeness and no Respondent or other party shall have recourse to PowerSouth if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by PowerSouth that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, PowerSouth, acting in the best interests of the participating Members, may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, PowerSouth may determine the qualifications, experience, and acceptability of any Respondent submitting a

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<sup>1</sup> PowerSouth will endeavor to issue any addenda on or before this date, but reserves the right to issue addenda at any time prior to the proposal due date and time.

proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by PowerSouth. Any action taken by the participating Members in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of the participating Members or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

### VIII. Contract Agreement / Compensation

PowerSouth expects one or more participating Members to enter into an MSA with the selected Respondent(s) as a result of this RFP. The MSA will contain the general terms and conditions applicable to the Services. Work will be authorized by a contracting Member upon issuance of a Task Release which will incorporate the general terms and conditions of the MSA and any additional requirements specific to the authorized scope of work. Each Task Release will describe the specific scope of Services to be performed, specify the rates to be charged, and specify the time period for performance, among other things. The Task Release will constitute a part of the MSA as it relates to the contractor and the issuing Member only.

Any Respondent that declines to submit a proposal as to one or more participating Members will not be precluded from submitting a proposal to other participating Members.

The MSA executed pursuant to this RFP will include the contract provisions required by 2 C.F.R. § 200.327 (formerly § 200.326) and FEMA guidance. For more information on these provisions visit [https://www.fema.gov/sites/default/files/documents/fema\\_contract-provisions-guide\\_6-14-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf).

The fee structure under any MSA made pursuant to this RFP will be based on the Respondent's price proposal using the form attached hereto as **Exhibit C**. Any contract with a time and materials rate structure must contain a price ceiling that the contractor exceeds at its own risk. This not-to-exceed amount will be indicated in the Task Release. Under no circumstances will the MSA or Task Release include a cost-plus-percentage-of-cost fee structure and Respondents should not include any cost-plus-percentage-of-cost markups in their price proposals.

### IX. Insurance Requirements; Safety Precautions; and Limitation of Liability

A Respondent selected to perform work under this RFP must maintain, at its own expense, the following insurance requirements:

- A. Contractor shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of the MSA, insurance of the following minimum types and amounts to protect the Contractor and the issuing Member:
  - i. As soon as possible, but no less than 48 hours after issuance of a Task Release, Contractor shall furnish each issuing Member a Certificate of Insurance issued to the issuing Member for "Any and all work performed". Certificate should indicate the issuing Member as an Additional Insured with



Waiver of Subrogation on the General Liability and Auto policies and a Waiver of Subrogation on the Workers Comp. Certificate must state the name of insurer, policy number, expiration date, limits of liability and provide at least 30 days' written notice of cancellation. Insurance shall be primary and noncontributory over any other insurance available. All policies should be written by an insurance company with an AM Best rating of A-VIII. Policy number shall be referenced on all endorsements. Blanket Endorsements accepted.

- ii. Commercial General Liability Insurance, including Contractual Liability, Completed/Products, Broad Form Property Damage, and Contractors Protective Liability, if subcontractors are used. Minimum limits Bodily Injury, including Death and Property Damage, \$1,000,000 each occurrence and \$2,000,000 General Aggregate and Products/Comp Aggregate. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be provided an ADDITIONAL INSURED ENDORSEMENT per CG 20 10, or equivalent, and per CG 20 37, or equivalent, and a WAIVER OF SUBROGATION ENDORSEMENT in favor of the issuing Member. Blanket Endorsements accepted.
  - iii. Automotive Liability including Owned, Non-owned and Hired Vehicles: Minimum Limits-Bodily Injury \$1,000,000 each person, \$1,000,000 each occurrence, and property damage \$1,000,000 each occurrence. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be given an endorsement naming the issuing Member as an ADDITIONAL INSURED per form CA 20 48, or equivalent, and a WAIVER OF SUBROGATION ENDORSEMENT in favor of the issuing Member. Blanket Endorsements accepted.
  - iv. Worker's Compensation Statutory Limits, for State(s) in which work will be performed including Longshoreman's coverage if applicable and Employers' Liability of \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limits. Please indicate on certificate if the policy covers AL & FL. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be provided a WAIVER OF SUBROGATION ENDORSEMENT per WC 00 03 13, or equivalent, in favor of the issuing Member. Blanket Endorsements accepted.
- B. Each issuing Member shall have the right at any time to require general liability insurance and property damage liability insurance greater than those limits required in paragraphs (A)(ii) and (A)(iii) 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 Task Release price.
- C. All insurance required by this Section shall be primary over any other insurance coverage available to the issuing Member.

Any issuing Member's failure to demand either a certificate of insurance or written endorsement required by this provision is not a waiver of Contractor's obligations to obtain the required insurance.

The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to its employees on the job and others. The Contractor shall comply with all applicable provisions of federal, state, and local safety laws, insurance requirements, standard industry practices, the requirements of the operations, and the awarded contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger

signs, placards, labels, or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, biohazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, the contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and or competent personnel.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

#### **X. Documentation Management & Support**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five years after completion of the MSA resulting from this RFP. Each participating Member with whom a selected Respondent contracts shall have access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration of their MSA at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to the requesting Member at the Contractor's expense.

Contractor shall have a system for clearly tracking and documenting all costs associated with work conducted pursuant to the MSA resulting from this RFP, identifying expenditures, and maintaining documentation.

Task Releases may require Contractor to submit periodic written reports to the issuing Member documenting the progress of Contractor's work. The frequency and format of the reports is in the sole discretion of the issuing Member, but may require information such as Contractor's name, report date, location of completed work, description of work completed (including a breakdown of value by time/materials/equipment, as applicable), type of equipment and personnel utilized, and other operational and tracking information as requested by the issuing Member.

#### **XI. Small & Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

All Contractors must work to ensure fairness in bidding and subcontracting procedures with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to subcontract any portion of the Services covered by this RFP and the resulting MSA, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms<sup>2</sup> are solicited and used when possible. Affirmative steps must include:

- 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;

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<sup>2</sup> A list of labor surplus areas is available on the U.S. Department of Labor's website at <https://www.doleta.gov/programs/lsa.cfm>.

- 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.

## **XII. Bonding**

If the work proposed includes construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, or the supervision, inspection, and other onsite functions incidental to the actual construction, Respondents must provide a bid guarantee, in the form of a bid bond, certified check, or other negotiable instrument, equivalent to five percent of the total proposal cost as indicated in the Price Proposal Form.

Additionally, participating Members reserve the right to require the following bonds for the work subject to this RFP:

- A. A performance bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in the Task Release or, if none, the estimated total cost of the Services to be performed under the Task Release, as indicated by the issuing Member. A “performance bond” is one executed in connection with a contract to secure the fulfillment of all the contractor’s obligations under such contract. The Surety shall be responsible for liquidated damages assessed for failure to complete the Services required by the MSA and any Task Release(s). The Surety shall also be responsible for any increase or extension to the MSA.
- B. A payment bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in the Task Release or, if none, the estimated total cost of the Services to be performed under the Task Release, as indicated by the issuing Member. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## **XIII. Evaluation and Award**

To receive consideration, proposals shall follow the Proposal Format described below, using the forms provided, with all items completed, and properly executed. Any alterations of the Price Proposal Form must be explained or noted in the proposal over the signature of the Respondent. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

Each proposal will be evaluated individually and in the context of all other proposals submitted for the same participating Member’s(s’) scope of work. As part of the evaluation process, any of the participating Members may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFP constitutes acknowledgment and consent of the investigation process.

As noted below, Respondents must submit an executed MSA with their proposal. Variances to the terms of the MSA submitted in redline will be considered as part of the proposal evaluation.

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PowerSouth will notify the selected Respondent(s) in writing with an intent to award letter. MSAs will be countersigned by one or more participating Members, as applicable, as determined by the proposal and evaluation, and delivered to the Successful Respondent(s). The participating Members reserve the right to award a contract to other than the lowest priced offeror. No participating Member is obligated to award a contract as a result of this RFP.

### *A. Evaluation Criteria*

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting).

[CONTINUED ON FOLLOWING PAGE]

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Evaluation Criteria	Points Awarded
Completeness and Comprehensiveness of Proposal <ol style="list-style-type: none"> <li>1. Cover Letter / Executive Summary;</li> <li>2. Completeness of proposal;</li> <li>3. Comprehensiveness of proposal.</li> <li>4. Acceptability of proposed contract variances, if any.</li> </ol>	0 – 15 points
Firm Qualifications <ol style="list-style-type: none"> <li>1. History, organizational structure;</li> <li>2. Capability relative to the requirements found in this RFP;</li> <li>3. Experience in disaster recovery emergency services and specifically FEMA-reimbursed services;</li> <li>4. Prior work performed for electric cooperative or municipal power entities;</li> <li>5. Contents and completeness of Qualifications Questionnaire.</li> </ol>	0 – 25 points
Technical Approach <ol style="list-style-type: none"> <li>1. Contractor’s general approach to the proposed scope of services to include team organization, staff assignments, schedules, asset management (owned versus leased), quality assurance, and accountability;</li> <li>2. Capacity for multiple contractual obligations. (Capacity will be evaluated as it relates to Respondent’s resources as compared to a participating Member’s requirements and the likelihood of the Respondent’s ability to meet those requirements upon issuance of a Task Release. Respondents will not be penalized if they choose to submit a proposal for less than all participating Members.)</li> </ol>	0 – 15 points
Contract Terms and Cost Effectiveness <ol style="list-style-type: none"> <li>1. Price proposal</li> </ol>	0 – 30 points
Similar Projects and References <ol style="list-style-type: none"> <li>1. Prior experience with three similar projects;</li> <li>2. Quality of references.</li> </ol>	0 – 15 points
Total	100 points

**XIV. Proposal Format**

Proposals shall conform to the requirements set forth below. Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

Each proposal shall contain all the information required herein to be considered for award. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

The Respondent’s proposal must meet the following requirements:

*A. Table of Contents*

*B. Section 1: Cover Letter / Executive Summary (2 Page Limit)*

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the firm in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed. Provide general company information, including the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, fax number, and the name(s), telephone number(s), and e-mail address(es) of the authorized contact person(s) concerning the proposal. Submission of a signed proposal is Respondent's certification that the Respondent will accept any awards made as a result of this RFP.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFP technical requirements. Identify the key personnel that will be committed to the project.

*C. Section 2: Respondent's Qualifications (5 Page Limit + Exhibit D)*

- Complete and provide the Qualifications Questionnaire attached hereto as **Exhibit D** (this form is not included in the page limitation for this section).
- Provide an overview of the Respondent's history, capability, and business ability relative to the requirements found in this RFP. Include information on organizational structure.
- Describe your firm's qualifications in providing disaster recovery emergency services and specifically FEMA reimbursed services and any prior work performed for electric cooperative or municipal power entities. Include any special expertise which your firm has in working with FEMA and the Florida Division of Emergency Management ("FDEM") and/or the Alabama Emergency Management Agency ("AEMA"), as applicable.
- Identify the primary contact who will be actively engaged in servicing the account and identify the current client workload of this individual, including the locations of other clients. If lead project staff members are to be changed, request must be made in writing and pre-approved by the contracting Member.
- Provide the number of employees who would be available during normal business times versus during time of emergency or disaster. Describe if your employees are full-time employees or contracted employees.
- Describe the experience your employees have in handling the documentation required for receiving FEMA or other Federal or State grant reimbursement.
- Describe the training that your employees have had regarding FEMA grant rules and guidelines, State pass-through grant rules for reimbursement, and any related training.

*D. Section 3: Technical Approach (5 Page Limit)*

- Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.

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- Regarding staff, include for each individual (or by job title) the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.
- Indicate for which participating Member(s) the Respondent is proposing to perform the Services.
- Describe the assets (e.g., equipment, tools, specialized software, etc.) you intend to use to perform the work and whether they are owned or leased.
- Describe your approach to quality assurance and accountability.
- Provide information about how you manage availability and the average time between request for services/tasks and actual performance for current clients.

### *E. Section 4: Cost of Services (Exhibit C)*

- Instructions for providing a cost or price proposal are provided in **Exhibit C**, Price Proposal Form. Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by any participating Member.
- Provide examples (if any) where your customer or client has recovered all or part of your fees from FEMA.

### *F. Section 5: Similar Projects and References (Exhibit E)*

In order for the Respondent to be awarded any points for this Section, Respondent must submit three references whose projects are of a similar nature and under similar weather-related conditions to the requirements outlined in the Scope of Work – Emergency Fuel Services available on the PowerSouth website (<https://www.powersouth.com/disasterrfp>). The references must be provided using the form attached as **Exhibit E**.

### *G. Section 6: Acceptance of Conditions (1 Page Limit + Executed MSA)*

Indicate and explain any exceptions to the terms and conditions of the MSA. If no exceptions are indicated in this section, it will be understood that no exceptions to these documents will be considered after the award. Exceptions taken by a Respondent may result in evaluation point deduction(s) and/or rejection of proposal for consideration, depending on the extent of the exception(s). An unwillingness to accept terms required for Federal reimbursement pursuant to 2 C.F.R. § 200.327 may result in rejection of a proposal. Such determination shall be at the discretion of the participating Members, as applicable.

The MSA – Emergency Fuel Services is available on the PowerSouth website (<https://www.powersouth.com/disasterrfp>). Respondents must submit with their proposals an executed copy of the MSA, with any requested variances in redline. As noted above, requested variances may result in evaluation point deduction(s) and/or exclusion of proposal from consideration, depending on the extent of the variance(s). Such determination shall be at the discretion of the participating Members, as applicable. If an award is made, a countersigned MSA will be returned to the successful Respondent.

*H. Section 7: Addenda (1 Page Limit)*

This section shall include a statement acknowledging receipt of each addendum issued by PowerSouth. Each Respondent is responsible for obtaining all addenda issued under this RFP.

*I. Section 8: Proof of Licenses (unlimited pages)*

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered;
- Statement or proof of required insurance;
- Proof of Respondent’s Business Tax Receipt (as applicable); and
- Other proof of specific qualifications, as applicable.

*J. Appendix – Other Relevant and Supporting Documentation.*

The Appendix must include the following:

- Authorized Signatories/Negotiators (Exhibit B)
- Conflict/Non-Conflict of Interest Statement (Exhibit G)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit H)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (Exhibit I)
- Any additional information the Respondent considers relevant to the evaluation of its proposal (optional).

**XV. Representations by Submittal of Proposals**

By submitting a proposal, the Respondent warrants, represents, and declares that:

- The Respondent understands that the contents of this RFP are incorporated into any resulting MSA with a participating Member. Where a conflict exists, the MSA prevails.
- The person(s) designated as principal(s) of the Respondent is (are) named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting MSA(s).
- The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- The Respondent understands that if any agent, officer, or employee of PowerSouth, the contracting Member, or any relative thereof, will realize a financial gain, directly or indirectly, from an MSA between them, it shall be subject to termination by the contracting Member consistent with its policies for review of such matters.



## PowerSouth Energy Cooperative RFP No. 2024-JP05 – Emergency Fuel Services

- The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between a participating Member and the Respondent.
- By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- Respondent recognizes and agrees that no participating Member will be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.
- The Respondent has not participated in developing or drafting this RFP.
- The Respondent understands that it shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the resulting MSA.
- The Respondent understands that the safety of its personnel while performing services is its responsibility, and therefore Respondent must also supervise performance of the Services using skillful labor and proper equipment for all tasks.
- Respondent must be duly licensed in accordance with the state and local laws to perform the Services. Contractor shall obtain all permits necessary to complete the Services requested by this RFP and as covered by the resulting MSA. Contractor shall be responsible for determining what permits are necessary. Copies of all permits shall be submitted to PowerSouth and/or the contracting Member for inspection.

### XVI. Protests

All decisions of participating Members with respect to this RFP and the resulting contract award(s) will be final and not subject to challenge or protest.

### XVII. Exhibits

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit A List of Participating Members
- Exhibit B Authorized Signatories/Negotiators
- Exhibit C Price Proposal
- Exhibit D Qualifications Questionnaire
- Exhibit E References Form
- Exhibit F Registration Form
- Exhibit G Conflict/Non-Conflict of Interest Statement
- Exhibit H Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit I Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

END OF RFP – RFP EXHIBITS FOLLOW

**EXHIBIT A: PARTICIPATION MEMBER INFORMATION**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	PARTICIPATING MEMBER	DEBRIS REMOVAL	DEBRIS MONITORING	BASE CAMP SERVICES	POWER RESTORATION	FUEL	MATting	SQ. MILES TERRITORY	MILES OF TRANSMISSION LINE	MILES OF DISTRIBUTION LINE	EST. POLE COUNT	ESTIMATED NEED FOR DEBRIS CUT & DROP	ESTIMATED NEED FOR DEBRIS REMOVAL/HAULING	ESTIMATED NEED FOR BASE CAMP SERVICES	ESTIMATED NEED FOR POWER RESTORATION
2	CENTRAL ALABAMA ELECTRIC COOPERATIVE <a href="https://caec.coop/">https://caec.coop/</a>	X	X		X			3,000	0	6,100	100,000	UP TO 6100 MILES	0	n/a	UP TO 6100 MILES
3	CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC. <a href="https://www.chelco.com/">https://www.chelco.com/</a>	X	X	X	X	X	X	3,100	OH-7.4 UG-2.7	PRIMARY OH-2603 PRIMARY UG-550 SECONDARY OH-494 SECONDARY UG-605	72,000	1,300 MILES	953,000 CUBIC YARDS BASED ON 1,300 MILES OF LINE	BETWEEN 350 TO 450 PEOPLE	720 TO 7200 POLES REPLACED; 26 MILES TO 260 MILES OF LINE RESTORED
4	CLARKE- WASHINGTON EMC <a href="http://www.cwemc.com/">http://www.cwemc.com/</a>			X	X			2,900	0	4,100	65,000	n/a	n/a	APPROXIMATELY 500 PEOPLE	2000 BROKEN POLES, 500 PIECES OF OIL FILLED EQUIPMENT, AND 5000 SPANS OF WIRE DOWN
5	COVINGTON ELECTRIC COOPERATIVE <a href="https://covington.coop/">https://covington.coop/</a>	X	X	X	X	X	X	1,700	0	OH-2312 UG-102	56,317	50-100 MILES (NO HISTORY. MAY BE MORE OR LESS.)	2000 TO 20,000 CUBIC YARDS (NO HISTORY. MAY BE MORE OR LESS.)	BETWEEN 150 TO 350 PEOPLE	25-30 MILES; 150 -250 POLES
6	DIXIE ELECTRIC COOPERATIVE <a href="https://www.dixie.coop/">https://www.dixie.coop/</a>	X		X	X			1,600	0	OH-2079 UG-625	40,290	n/a	n/a	100 TO 200 PEOPLE	200 TO 100 MILES 40 TO 200 POLES
7	ESCAMBIA RIVER ELECTRIC COOPERATIVE <a href="https://www.erec.com/">https://www.erec.com/</a>	X			X	X		800	0	OH-1600 UG-115	34,000	400 TO 1700 MILES	0	n/a	50 TO 1700 MILES OF LINE 7 TO 90 CREWS
8	GULF COAST ELECTRIC COOPERATIVE, INC. <a href="https://www.gcec.com/">https://www.gcec.com/</a>	X		X	X	X		1,488	0	OH-2198.30 UG-462.67	50,000	2660.97 MILES	2660.97 MILES	500 TO 1000 PEOPLE	2660.97 MILES
9	PIONEER ELECTRIC COOPERATIVE <a href="https://www.pioneerelectric.com/">https://www.pioneerelectric.com/</a>	X	X	X	X	X		1,000	0	2,700	40,000	20 TO 40 MILES	0	50 TO 100 PEOPLE	5 TO 20 MILES
10	POWERSOUTH ENERGY COOPERATIVE <a href="https://www.powersouth.com/">https://www.powersouth.com/</a>	X		X	X	X	X	38,000	547 MILES OF 46 KV 1559 MILES OF 115 KV 183 MILES OF 230 KV	0	36,000	10 TO 200 MILES	0	100 TO 400 PEOPLE	5 TO 450 POLES 10 TO 200 MILES
11	SOUTH ALABAMA ELECTRIC COOPERATIVE <a href="https://www.southaec.com/">https://www.southaec.com/</a>				X			1,402	0	PRIMARY MILES-2153 SERVICE MILES-592	53,647	50 MILES	0	250 PEOPLE	500 MILES; 250 POLES
12	SOUTHERN PINE ELECTRIC COOPERATIVE <a href="https://www.southernpine.coop/">https://www.southernpine.coop/</a>	X	X	X				n/a	0	n/a	n/a	n/a	n/a	100 TO 200 PEOPLE	n/a
13	TALLAPOOSA RIVER ELECTRIC COOPERATIVE, INC. <a href="https://www.trec.coop/">https://www.trec.coop/</a>	X	X	X	X	X		6,400	0	3,780	67,000	n/a	n/a	200 TO 500 PEOPLE	200 TO 2000 POLES 20 TO 200 MILES
14	WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC. <a href="https://www.westflorida.coop/en/">https://www.westflorida.coop/en/</a>	X	X	X	X	X	X	1,900	0	4,000	80,000 TO 85,000	300 TO 1,000 MILES	UNKNOWN	UP TO 400 PEOPLE	300 - 1200 MILES
15	WIREGRASS ELECTRIC COOPERATIVE, INC. <a href="https://www.wiregrass.coop/">https://www.wiregrass.coop/</a>	X	X	X	X	X	X	2,200	0	OH-2700 UG-400	50,000	620 MILES	53,000 CUBIC YARDS	APPROXIMATELY 1000 TO 1500 PEOPLE	775 MILES

EXHIBIT B: AUTHORIZED SIGNATORIES/NEGOTIATORS

The Respondent represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____
Company Name	Authorized Signature
_____	_____
Name (Print or Type)	Title

The Respondent shall complete and submit the following information with the proposal:

Type of Organization

- Sole Proprietorship       Partnership
- Joint Venture               Corporation
- Other (Explain: \_\_\_\_\_)

State of Incorporation: \_\_\_\_\_

Federal I.D. or Social Security Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**EXHIBIT C: PRICE PROPOSAL FORM – FEE RATES FOR EMERGENCY FUEL SERVICES**

Unless otherwise indicated in the Scope of Services, all services performed under the awarded MSA shall be paid in accordance with this Price Proposal. An authorized representative of the firm offering this proposal must complete this form in its entirety. Prices proposed herein shall not be subject to withdrawal or escalation by Respondent. Participating Members reserve the right to hold proposals for a period not to exceed 90 days after the deadline for submission stated in this RFP before awarding the contract. Any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Price Proposal (or elsewhere in this RFP) is approximate only and not guaranteed. Participating Members do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Respondent plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

Federal procurement regulations prohibit cost-plus-percentage-of-cost contracting.

Proposer: \_\_\_\_\_

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

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

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuel utilized by Contractor’s equipment, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of evaluating proposals and making an award.

**I. Mobilization and Demobilization**

Issuing Members will pay the following for mobilization and demobilization:

- Hourly Equipment Rates for equipment in operation while in transit, portal to portal. E.g., road vehicles.
- Hourly Labor Rates for personnel in transit, portal to portal.
- All other costs for mobilization and demobilization will be billed at cost, as expenses are incurred, subject to audit by issuing Member. These expenses include but are not limited to:
  - Cost to transport equipment to each site. This is applicable to equipment not in operation during transit.
  - Travel costs for personnel to ensure staff is onsite and ready to activate (e.g., lodging, meals, incidentals). Issuing Member will reimburse Contractor for meals during mobilization and demobilization at cost, with adequate supporting documentation, not to exceed the rates set by the General Services Administration for the area in which the work is performed (or the closest geographical listing by GSA). For example, the current GSA rates for Gulf Shores / Baldwin County, Alabama are: \$16.00 for breakfast, \$17.00 for lunch, and \$31.00 for dinner.

Upon issuance of a Task Release the issuing Member and Contractor’s Designated Representatives will discuss anticipated mobilization and demobilization costs.

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No other expenses will be paid unless issuing Member approves of expense, in writing, before the expense is incurred.

There will be no markups, overhead, or profit charges added to costs invoiced for lodging, meals, or other expenses.

II. Emergency Fuel Services Rate Schedule

Item	Item / Equipment	Description	Unit	Unit Price
1	Transport Truck (Tanker)	Approximately 9,000 gal capacity	Per Hour	
			Per Day	
2	Bobtail (Tank Wagon) Fuel Truck w/ Driver	2,000 - 6,000 gallon capacity (capable of dispensing fuel directly into vehicles)	Per Hour	
			Per Day	
3	*Mobile Fueling Station	Minimum 1,000 gallon capacity	Per Hour	
			Per Day	
4	Logistics Support Manager	Labor – to coordinate implementation of fuel operations	Per Hour	
			Per Day	
5	Operator for fueling Stations	Labor – person to operate fuel station/fuel vehicles	Per Hour	
			Per Day	
6	Portable Berm	Spill containment berm	Per Hour	
			Per Day	
7	**Fuel	Gasoline mark up	Per Gallon	
		Diesel mark up	Per Gallon	

\*As defined in Section II.B of the Scope of Services.

\*\* Will be paid according to the Fuel Price Index plus the per gallon fuel markup rate submitted. Markups must be proposed as fixed dollar amounts. No cost-plus-%-of-cost pricing is permitted.

1. The daily rate is for a 24-hour period
2. If a pay item unit price is left blank or N/A is used, the proposal shall be declared irregular and the participating Member(s) may reject the proposal
3. Rates shall include all overhead, operating margin, and other expenses.
4. Rates shall include all expenses incurred by the Contractor, to include food and lodging if required. Only the rates shown shall be paid by the Issuing Member.
5. Payment will be made based on actual units of work performed as approved by the Issuing Member.

EXHIBIT D: QUALIFICATION QUESTIONNAIRE

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. Participating Members reserve the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a contractor to receive an award of a contract.

Identity of Contractor

- A. Contractor’s full legal name: \_\_\_\_\_
- B. Tax ID Number (“TIN”) or Employer Identification Number (“EIN”), as applicable: \_\_\_\_\_
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): \_\_\_\_\_

\_\_\_\_\_

If the Contractor is a Joint Venture or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name: \_\_\_\_\_

TIN or EIN: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

(2) Partner/Party Name: \_\_\_\_\_

TIN or EIN: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

- D. State or country under whose laws the Contractor is organized and year organized: \_\_\_\_\_

- E. Number of Employees: Company-wide \_\_\_\_\_ Local office \_\_\_\_\_

- F. Does the Contractor now use or, in the past ten years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN or EIN listed in Part B, above? If so, provide the prior identifying information. \_\_\_\_\_

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G. Contractor’s mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

H. Contractor’s street address (complete only if different than Part G): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I. Has the Contractor changed in address in the past five years and, if so, what was the firm’s prior address(es)? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

J. Contractor’s telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

K. List each person or legal entity which has a 10% or more ownership or control interest in Contractor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. List the name and title of each director and principal officer of Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify of Person Completing this Questionnaire

A. Name: \_\_\_\_\_

B. Employer/Title: \_\_\_\_\_

C. Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

D. E-mail address: \_\_\_\_\_ Mobile number: \_\_\_\_\_

Contractor Representations



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If for any reason a representation on this questionnaire is not accurate and complete as of the time the Contractor signs this form, the Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, the Contractor represents that the following statements are complete and accurate.

The following questions apply to (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

Please check this box if a separate sheet is attached:

- (1) Within the past five years, has Contractor been declared not responsible to receive a public or private contract?  No  Yes
- (2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?  No  Yes
- (3) Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public or private contract?  No  Yes
- (4) Within the past five years, has Contractor defaulted on a contract or been terminated for cause on a public or private contract?  No  Yes
- (5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Contractor’s default or in lieu of declaring Contractor in default?  No  Yes
- (6) Within the past five years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract?  No  Yes
- (7) Within the past five years, have Contractor’s safety practices/procedures been evaluated and ruled as less than satisfactory by a public or private entity?  No  Yes
- (8) Has Contractor’s Workers’ Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five years? If yes, please explain.  No  Yes
- (9) Within the past five years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?  No  Yes

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(10) Within the past five years, has the Contractor been accused of violating prevailing wage laws, regulations, or executive orders?  No  Yes

Questions Which Must Be Answered by “Yes” or “No”

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor? (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct.  No  Yes

(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity.  No  Yes

(3) Has within a ten year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.  No  Yes

(4) In the past ten years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?  No  Yes

(5) In the past seven years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?  No  Yes

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(6) In the past five years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?  No  Yes

(7) During the past five years, has the Contractor failed to file any applicable federal, state, or local tax return?  No  Yes

Background

A. Indicate if your business qualifies as one of the following:

- Small Business Enterprise  Women’s Business Enterprise
- Minority Business Enterprise  Labor Surplus Area Firm<sup>3</sup>

B. List any licenses your company holds. Attach a separate sheet if necessary.

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Insurance Information

A. Worker’s Compensation Carrier: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. CGL Carrier: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Contact Name: \_\_\_\_\_

C. Other Carrier: \_\_\_\_\_

Coverages: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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<sup>3</sup> A list of labor surplus areas is available at <https://www.doleta.gov/programs/lsa.cfm>.

Affidavit and Acknowledgement

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_

by me known to be said person, who swore under oath as follows:

1. I am \_\_\_\_\_ (print name), \_\_\_\_\_ (print title) of \_\_\_\_\_ (print name of firm).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Qualification Questionnaire and the representations set forth in this questionnaire, including any attachments, are true, accurate, and complete. I authorize any participating Member to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the Qualification Questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

\_\_\_\_\_  
Signature

Sworn to and subscribed to before me

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

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

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

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

EXHIBIT E: REFERENCES

List three references for whom you have successfully completed projects similar in nature and under similar weather-related conditions to the requirements outlined in the Scope of Work – Emergency Fuel Services within the past five years. Attach additional sheets if necessary.

Completed Project #1

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Did the project meet the intended schedule? Explain: \_\_\_\_\_

\_\_\_\_\_

Did the project meet, exceed, or come under budget? Explain: \_\_\_\_\_

\_\_\_\_\_

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #2

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

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Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Did the project meet the intended schedule? Explain: \_\_\_\_\_  
\_\_\_\_\_

Did the project meet, exceed, or come under budget? Explain: \_\_\_\_\_  
\_\_\_\_\_

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_  
\_\_\_\_\_

Completed Project #3

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Did the project meet the intended schedule? Explain: \_\_\_\_\_  
\_\_\_\_\_

Did the project meet, exceed, or come under budget? Explain: \_\_\_\_\_  
\_\_\_\_\_

PowerSouth Energy Cooperative RFP No. 2024-JP05 – Emergency Fuel Services

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT F: REGISTRATION FORM**

Respondents should complete and return this form to PowerSouth prior to February 26, 2024, at 5:00 p.m. Central Time, in order for PowerSouth to provide any addenda issued for this RFP. However, it is the responsibility of each Respondent to ensure its receipt of all addenda regardless of registration. Addenda will be made available on PowerSouth’s website at <https://www.powersouth.com/disasterrfp>.

Name of Respondent: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Please mark RFP(s) you are interested in responding to:

- \_\_\_\_\_ RFP No. 2024-JP01 DISASTER DEBRIS CLEARANCE AND REMOVAL
- \_\_\_\_\_ RFP No. 2024-JP02 DISASTER DEBRIS MONITORING
- \_\_\_\_\_ RFP No. 2024-JP03 BASE CAMP AND LOGISTICS
- \_\_\_\_\_ RFP No. 2024-JP04 EMERGENCY POWER RESTORATION
- \_\_\_\_\_ RFP No. 2024-JP05 EMERGENCY FUEL SERVICES
- \_\_\_\_\_ RFP No. 2024-JP06 EMERGENCY ACCESS MATTING SERVICES

Please mark Member(s) with which you are interested in contracting:

\_\_\_\_\_ ALL

*or*

- \_\_\_\_\_ CENTRAL ALABAMA ELECTRIC COOPERATIVE
- \_\_\_\_\_ CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.
- \_\_\_\_\_ CLARKE- WASHINGTON EMC
- \_\_\_\_\_ COVINGTON ELECTRIC COOPERATIVE
- \_\_\_\_\_ DIXIE ELECTRIC COOPERATIVE
- \_\_\_\_\_ ESCAMBIA RIVER ELECTRIC COOPERATIVE
- \_\_\_\_\_ GULF COAST ELECTRIC COOPERATIVE, INC.
- \_\_\_\_\_ PIONEER ELECTRIC COOPERATIVE
- \_\_\_\_\_ POWERSOUTH ENERGY COOPERATIVE
- \_\_\_\_\_ SOUTH ALABAMA ELECTRIC COOPERATIVE
- \_\_\_\_\_ SOUTHERN PINE ELECTRIC COOPERATIVE
- \_\_\_\_\_ TALLAPOOSA RIVER ELECTRIC COOPERATIVE, INC.
- \_\_\_\_\_ WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.
- \_\_\_\_\_ WIREGRASS ELECTRIC COOPERATIVE, INC.

Form should be submitted to Heather Cravey at [DisasterRFP@powersouth.com](mailto:DisasterRFP@powersouth.com).



EXHIBIT G: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**Litigation Statement**

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Signed, as to both statements:

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

EXHIBIT H: CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

“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)

**Terms Defined**

- *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 governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

#### **Instructions for Certification**

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

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

\_\_\_\_\_  
Contractor Name

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT I: CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date