




A Touchstone Energy® Cooperative 

# Tideland EMC

**Real People. Real Power.**

TIDELAND EMC  
28531 US Hwy 264 E  
PANTEGO, NC 27860

**Request for Proposals for  
Base Camp and Logistics Services  
RFP No. 2026-TEMC02  
Issued: 6/26/26, 1:00 p.m. EST  
Proposals Due: 7/22/26, 5:00 p.m. EST**

### Request for Proposals: BaseCamp and Logistics Services

Tideland EMC is an electric cooperative that distributes electric power to its 25,000 member-consumers (“Members”) six coastal counties in Northeastern NC including Dare, Hyde, Washington, Beaufort, Pamlico, and Craven counties. Residents and Businesses in our rural coastal communities live closest to the cities of Washington, New Bern, and Manteo, NC. The City of Washington, NC is a general geographic center of our service area geography from North to South and divided in half by the Pamlico River.

Tideland EMC is seeking proposals to establish a single contract, effective July 30, 2026 through December 30, 2027, for a single qualified and experienced contractor to provide Base Camp and Logistics Services (the “Services”) to address emergency circumstances AFTER impact from natural disaster in 2026 or 2027. The Services are described in detail in Exhibit A to the Request for Proposals (“RFP”). The identified base camp site Exhibit B (separate pdf file) is a 5 acre asphalt location on the campus of Beaufort County Community College in Washington, NC. The contractor shall provide personnel, equipment, plans, procedures, and other materials and capabilities necessary to perform the Services. Respondents with experience in providing temporary housing, dining, sanitation, and related facilities as quickly as possible once conditions are deemed to be safe for recovery after impact.

Each proposal shall document the contractor’s familiarity with documentation specific to actual tasks and actual costs such that Tideland EMC shall be responsible to (first) pay the contractor for services provided and (second) seek Federal Emergency Management Agency (“FEMA”) reimbursement, and comply with other federal, state, and local guidelines and regulations as they relate to the "Services".

The successful Respondent will execute a Master Services Agreement (“MSA”) for the provision of the Services with Tideland EMC. Tideland EMC is responsible for paying a chosen contractor for actual services upon "activation" of the MSA. Tideland EMC may share capacity within the Services provided at the base camp site with other organizations via mutual aid agreements, but Tideland EMC is solely responsible for payment to the chosen contractor after verifying the accuracy of invoices within a reasonable time period. Tideland EMC may choose to reject all proposals. In the aftermath of natural disaster impacts that qualify for a federal disaster declaration, a chosen contractor is responsible for providing detailed information regarding tasks completed and costs at the request of Tideland EMC. All work must therefore 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. Tideland EMC, however, reserves the right to "activate" the MSA solely at the option of Tideland EMC whether or not the aftermath of the event results in a federal disaster declaration.

**Proposals are due by 5:00 p.m. EST Jul 22, 2026.** Further instructions for proposal submission are contained in the RFP. Interested persons or entities may obtain a copy of the RFP on Tideland EMC's website <https://www.tidelandemc.com> or by contacting Paul Spruill at [paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com). Respondents shall submit one electronic PDF proposal to:

Paul Spruill  
[paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com) (252) 402-6442 cell

**The subject line must state: "RFP#2026-TEMC02 Submittal."**

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## General Information

### I. Project Objective

Tideland EMC is seeking proposals on behalf of itself to establish a single contract at a specific asphalt site with a qualified and experienced firm to provide the Services. A complete scope of services is attached **Exhibit A** and incorporated into this Request for Proposals (“RFP”).

### II. Instructions to Respondents

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

#### A. Proposal Submission

Respondents shall submit one electronic PDF proposal to Paul Spruill by 5:00 p.m. EST on Jul 22, 2026. Proposals submitted by other means or beyond the deadline will 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.

The Respondent agrees that Tideland EMC bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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 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

Respondents may submit their Proposals to the above-referenced e-mail address any time prior to the stated deadline. If more than one e-mail containing a PDF proposal is provided by the same Respondent, the most recent time-stamped proposal received prior to the deadline will be considered the Respondent’s final response. Respondents remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. Tideland EMC (Paul Spruill) will respond to each e-mail submission with a confirmation of receipt as a courtesy. Late proposals or proposals submitted in any other form than identified above will be rejected. The decision to refuse to consider a proposal that was received beyond the date/time established in the RFP shall not be the basis for a protest.

### *C. Pre-Proposal Conference*

No Pre-Proposal Conference is anticipated at this time. **Exhibit B (separate file): "PDF of Asphalt Site Location and draft layout" is a separate file that accompanies this RFP.** Tideland EMC encourages Respondents to refer to Exhibit B (separate file) for a visual of the Asphalt Site Location (or schedule a physical visit by contacting paulspruill@tidelandemc.com (email) or (252) 402-6442 cell (mobile)).

### *D. Registration with Tideland EMC*

Each Respondent seeking to submit a proposal is requested to register with Tideland EMC in order to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit C** and e-mail to Paul Spruill at [paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com) on or before Jul 14, 2026 at 5:00 p.m. EST. It is the responsibility of each Respondent to ensure that it receives all addenda.

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

Tideland EMC reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP entirely. The decision to cancel a solicitation cannot be the basis for a protest. Tideland EMC also reserves the right, at its sole discretion, to waive any technicality in proposals provided if Tideland EMC deems that such action is in the best interest of Tideland EMC.

If needed, Tideland EMC reserves the right to request clarification of information submitted and to request additional information of any Respondent.

All questions or concerns regarding this RFP must be submitted by the date and hour indicated in the RFP Timetable below in writing to the attention of Paul Spruill at [paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com), referencing the RFP number in the subject line.

Any Respondent may request to schedule a site visit with Tideland EMC present to host the Respondent. The site visit, if requested, should result in a 'site diagram' consistent with '**Exhibit B (separate file)**'. A site visit may be scheduled by e-mailing [paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com) (email) or (252) 402-6442 cell (mobile). No Respondent or other third party will gain any rights by virtue of this provision (physical site visit) or the application thereof compared to reliance on '**Exhibit B (separate file)**' for purposes of formal award.

## **IV. Property of Tideland EMC**

All materials submitted in response to this RFP become the property of Tideland EMC, including the right to use any or all ideas presented in any response to this RFP, except to the extent Respondent provides.

information in response to the RFP and identifies the information as confidential and/or proprietary as described below.

In accordance with 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 due to the intent of Tideland EMC 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 legally exempt from such disclosure at the time Tideland EMC submits resulting costs for Federal and/or State reimbursement. The Respondent must cite specifically the applicable exempting law to establish the Respondent's position that certain information is exempt.

**V. RFP Timetable**

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

RFP Issued	06-26-2026
Registration Forms Due	07-14-2026
Questions from Potential Respondents	07-21-2026
Proposal Due Date and Time	5pm, Jul 22, 2026
Proposal Evaluation	Jul 22-Jul 29, 2026
Notice of Award(s)	Jul 30, 2026

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

**VI. Ethics Requirement**

All Respondents shall submit a signed statement regarding conflicts of interest with their proposal on the form provided as **Exhibit D**. Selected Respondents may be required to agree with additional terms regarding ethical behavior in any resulting MSA regarding interaction between Respondent and Tideland EMC employees.

**VII. Disclosure and Disclaimer**

This RFP is being provided by Tideland EMC without any warranty or representation, express or implied, as to its content, accuracy, or completeness.

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<sup>1</sup> Tideland EMC reserves the right to issue addenda at any date and time in advance of proposal due date and will publish any addenda directly to any Respondent submitting a complete registration form prior to Jul 14.

No warranty or representation is made by Tideland EMC that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, Tideland EMC 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, Tideland EMC may determine the qualifications, experience, and acceptability of any Respondent submitting a 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 Tideland EMC. Any action taken by Tideland EMC 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 Tideland EMC.

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

Tideland EMC expects to enter into a single MSA with a single selected Respondent as a result of this RFP. The MSA will contain the general terms and conditions applicable to the Services. Work will be authorized upon the "activation" of the MSA solely at the discretion of Tideland EMC after impact from a natural disaster. Such "activation" will incorporate the general terms and conditions of the MSA and any additional requirements specific to the authorized scope of work necessary for an active response after impact. Also, Respondents will find space in "**Exhibit F: Price Proposal Form**", **Part I**. to submit an "Annual Retainer Expense" (if needed) paid to a chosen contractor Aug 1, 2026 and Aug 1, 2027 as consideration for the contractor prioritizing Tideland EMC's need upon "activation" of the MSA. **The "Annual Retainer Expense" shall be paid as stated above whether or not the contractor actively responds to a Tideland EMC event. All other quoted costs shall be static for the term of the contract through December 30, 2027 with an important exception: The chosen respondent will be allowed to propose updates to unit fuel costs and unit freight costs as of July 1, 2027 for the final six (6) months of this eighteen (18) month contract.**

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: [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30 19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30 19.pdf).

The fee structure under any MSA made pursuant to this RFP will be based on the Respondent's price proposal using **Exhibit F**. 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 referenced with each "activation" of the MSA by Tideland EMC. Under no circumstances will the MSA include a cost-plus-percentage-of-cost in their proposed fee structure, overall, and Respondents shall not include cost-plus-percentage-of-cost markups for any individual item within the submitted proposal.

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

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

- 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. 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 under the MSA. 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.
  - ii. General liability insurance covering all operations under the MSA 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.
  - iii. Automobile liability insurance on all motor vehicles used in connection with the MSA, 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.
- B. All insurance required by this Section shall be primary over any other insurance coverage available to Tideland EMC.

As soon as possible, but no less than 48 hours after the "activation" of the MSA, Contractor shall furnish Tideland EMC a certificate as evidence of compliance with the foregoing requirements that shall provide not less than 30 days prior written notice to Tideland EMC of any cancellation or material change in the insurance. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to Tideland EMC. In addition, where Contractor is performing on-site services under an "activated" MSA, Contractor shall provide Tideland EMC with an Endorsement establishing Tideland EMC as an additional insured, and giving Tideland EMC a waiver of subrogation, for all policies of insurance required in (A)(ii) and (A)(iii) of this Section in a form acceptable to Tideland EMC. Such Endorsement(s) shall be provided to Tideland EMC as soon as possible, but no later than 48 hours after the "activation" of the MSA. Tideland EMC'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 any "activated" MSA resulting from this RFP. Tideland EMC 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 Tideland EMC at the Contractor's expense.

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

The frequency and format of regular reporting when performing work in accordance with an "activated" MSA is in the sole discretion of Tideland EMC, 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 Tideland EMC.

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

All Contractors must work to ensure fairness in bidding and sub-contracting 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. Actions include:

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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/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.

## **XII. Bonding**

Tideland EMC reserves the right to require the following bonds:

- A. A performance bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in an "activated" MSA or, if none, the estimated total cost of the Services to be performed under the "activated" MSA, as indicated by Tideland EMC. 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 "activated" MSA. 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 "activated" MSA or, if none, the estimated total cost of the Services to be performed as indicated by Tideland EMC. 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 be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Price Proposal Form. No conditions, limitations, or provisions may be attached or added to the Price Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent. Each submission must include a cover letter, executive summary, signed submittal form, general company information, and any other applicable or required documentation, as explained below. 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 Tideland EMC's scope of work for Services at asphalt site depicted in "Exhibit B" (actual site; fictional layout).

Submission of a proposal in response to this RFP constitutes acknowledgment and consent of background references, consumer affairs complaints, official safety record, etc.

Tideland EMC will notify the selected Respondent in writing with an intent to award by letter from Paul Spruill, General Manager & CEO, Tideland EMC. The MSA will be signed by Contractor-Respondent and Tideland EMC. Tideland EMC reserves the right to award the contract to a Respondent other than the lowest priced Respondent.

*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]

Evaluation Criteria	Points Awarded
Completeness and Comprehensiveness of Proposal <ul style="list-style-type: none"> <li>• Cover Letter / Executive Summary;</li> <li>• Completeness of Proposal;</li> <li>• Comprehensiveness of Proposal.</li> </ul>	0 – 5 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 – 40 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, 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 Tideland EMC requirements in the event the Respondent may be performing service for an entity other than Tideland EMC in the aftermath of the same natural disaster.</li> </ol>	0 – 15 points
Cost Effectiveness <ol style="list-style-type: none"> <li>1. Price proposal.</li> </ol>	0 – 20 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 – 20 points
<b>Total</b>	<b>100 points</b>

**XIV. Proposal Format**

Respondents shall submit one electronic PDF proposal to Paul Spruill at [paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com) by July 22, 2026 at 5:00 p.m. EST that conforms to the below requirements. Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

Each proposal should be electronically bookmarked by section and 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 overall 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 proposal. Submission of a signed Proposal is Respondent's certification that the Respondent will accept any awards 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 G)*

- Complete and provide the Qualifications Questionnaire attached hereto as **Exhibit G** (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 any State Government Emergency Management Agency, as applicable.
- Identify the primary contact who will be actively engaged in serving 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 Tideland EMC.
- 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.
- Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the role and availability of key personnel relative to current and future client workload.

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

- Instructions for providing a cost or price proposal are provided in **Exhibit F**, 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 Tideland EMC.
- Provide examples (if any) where your client/customer has recovered all or part of your fees from FEMA.

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

In order for the Respondent to be awarded any points for this Section, Respondent must submit two references whose projects are of a similar nature to those requested in this RFP using the form provided in **Exhibit H**. Information provided for each reference shall include the following:

- Client name and address.
- Client contact name, e-mail address, and telephone number.
- Description of services provided.
- Time period of the project or contract; briefly describe if project met or exceeded the schedule outlined. If it did not meet the schedule outlined, explain why.
- Dollar value of project; briefly describe if the completed project met, exceeded, or came under budget.

*G. Section 6: Acceptance of Conditions (1 Page Limit)*

Indicate any exceptions to the terms and conditions of the RFP. 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 exclusion of proposal for consideration, depending on the extent of the exception(s). Such determination shall be at the discretion of Tideland EMC, as applicable.

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

This section shall include a statement acknowledging receipt of each addendum issued by Tideland EMC.

*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:

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

#### **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 the MSA with Tideland EMC. 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 Tideland EMC, or any relative thereof, will realize a financial gain, directly or indirectly, from an MSA between them, it shall be subject to termination by Tideland EMC consistent with its policies for review of such matters.
- 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 Tideland EMC 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 Tideland EMC will not 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 Tideland EMC for inspection.

## XVI. Protests

All decisions of Tideland EMC with respect to this RFP and the resulting contract award 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 Scope of Services
- Exhibit B (separate file) PDF of Asphalt Site Location
- Exhibit C Registration Form
- Exhibit D Conflict/Non-Conflict of Interest Statement
- Exhibit E Authorized Signatories/Negotiators
- Exhibit F Price Proposal
- Exhibit G Qualifications Questionnaire
- Exhibit H References Form
- Exhibit I Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit J Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

END OF RFP – RFP EXHIBITS FOLLOW

## EXHIBIT A: BASE CAMP AND LOGISTICS SCOPE OF SERVICES

Tideland EMC is an electric cooperative that distributes electric power to its 25,000 member-consumers (“Members”) six coastal counties in Northeastern NC including Dare, Hyde, Washington, Beaufort, Pamlico, and Craven counties. The scope of services to be provided pursuant to this RFP includes base camp and logistics services for one location (Exhibit B, separate file) in the Tideland EMC service area in the wake of a natural disaster. The selected Respondent will execute a Master Services Agreement (“MSA”) with Tideland EMC. If Tideland EMC awards a contract and executed MSA to a Respondent, Tideland EMC will solely retain the right to “activate” the MSA and issue increased details for the response required at the asphalt site in Exhibit B (separate file). The Scope of Work described below provides the full scope of services that may be requested upon “activation” of the MSA.

### I. GENERAL

After a disaster, Contractor shall furnish all supervision, labor, parts, tools, materials, equipment, supplies, and transportation necessary to provide one or more base camp locations at a capacity ranging from 150 to 600 individuals, depending on the needs of Tideland EMC. *Tideland EMC provides specific information as to the available location for the single base camp site in Exhibit B (separate file) and encourages the respondent to price a deliverable capacity of 450 persons for purpose of standard comparison and likely activation.*

Contractor shall provide food and water, electricity, sleeping, and washing facilities as needed for Tideland EMC's employees, contractors, and Mutual Aid personnel on a temporary basis. Such parties will include but are not limited to Beaufort County Community College, Beaufort County Government, City of Washington, and/or contract forces assigned by the organizations listed above for emergency response. Contractor shall be required to maintain a sanitary and healthy environment in accordance with Tideland EMC's guidelines and regulations per base camp location at Beaufort County Community College.

Contractor shall also furnish and maintain hand sanitizing dispensers outside the entrance to each tent or trailer and as is reasonably necessary within each tent or trailer to prevent the spread of disease.

### II. MOBILIZATION AND DEMOBILIZATION

#### A. Mobilization and Demobilization

The base camp(s) must be fully operational within 72 hours after Tideland EMC notifies the point of contact for Respondent and its designated contractor. Tideland EMC and Contractor may agree on a shorter activation time per the Task Release. Tideland EMC represents via this correspondence the availability of the Asphalt Site, Exhibit B (separate file), for a tabletop or 'practice' mobilization exercise. Tideland EMC will negotiate with the chosen Respondent on a *sufficient sum necessary for 'practice' mobilization on site*. Upon “activation” in the event of a natural disaster, Tideland EMC shall provide 48 hours notice to the Respondent and its designated contractor(s) regarding a deadline for demobilization.

### III. BASE CAMP FACILITIES

The asphalt site base camp must be self-sufficient with regards to supplying electricity, water, and sewerage infrastructure. *Tideland EMC and chosen Respondent may mutually agree on a better response utilizing on-site infrastructure during a tabletop or 'practice' mobilization exercise.* However, the Respondent should at all times be prepared to deliver a base camp that is self-sufficient. The chosen Respondent and/or designated contractor shall be required to furnish each base camp site with minimum voltage electrical outlets per the needs of Tideland EMC.

Contractor may use the details below as a baseline Tideland EMC's specific needs.

*1. Base Camp Lighting*

Contractor shall be required to furnish one outdoor light tower per 125 people per base camp location. This is a minimum requirement. Contractor shall be required to furnish appropriate lighting and controls in all tent facilities.

*2. Communications*

Contractor shall be required to furnish the entire base camp with Wi-Fi Internet and cell phone capability. Contractor shall be required to furnish a portable antenna telescopic mast or other communication-type equipment as needed by Tideland EMC for the base camp location. Contractor shall also furnish a public address system to cover the entire camp at the base camp location.

*3. Security*

Contractor shall furnish a temporary fence topped around the identified asphalt site. Contractor will provide anywhere from two to four access gates for the base camp site, depending on the base camp size.

The Contractor will provide all necessary security, including:

- The Contractor will be responsible for providing security personnel on-site for purposes of patrol, maintaining order, access control, and coordinating with law enforcement on security issues. The Contractor may, if desired, independently contract directly with off-duty law enforcement personnel for all or part of these services.
- The Contractor must secure all pre-staged equipment and equipment once the site is established.
- All Contractor personnel MUST display company photo ID at all times while on the site.
- The Contractor will be required to provide photo ID for each base camp resident as they register on-site.
- The Contractor will check ID during meal periods.

*D. Registration*

Contractor will provide one registration table with two staff persons per 100 individuals expected to utilize the base camp location. Contractor staff shall check photo ID for each registrant and, if requested by Tideland EMC, provide a photo ID which registrants must display at all times while on site. Contractor staff shall also provide registrants bunk assignments and other important logistical information about base camp operations at the time of registration.

*E. Housing*

Contractor will provide temporary heated/cooled accommodations for 90% of the total population being housed at each base camp location. Respondents may propose heated/cooled tents, trailers, or both. The below temporary accommodation specifications are subject to change by Tideland EMC:

- Tent Size: Contractor and issuing Member shall agree on the appropriate size for all large, heated/cooled tents depending on the size of the base camp.
- Flooring: Contractor shall provide minimum height flooring for any tent not over a concrete foundation or asphalt pad.

- Doors: Contractor shall be required to furnish sufficient double doors on each side of the large tents as needed to facilitate the safe egress of all occupants should an evacuation be warranted.
- HVAC: Contractor shall provide heating, ventilation, and air conditioning and environmental control units for each tent or trailer.
- Lighting and Controls: Contractor shall be required to furnish appropriate lighting and controls in all tent facilities.
- Power Outlets: Contractor shall be required to furnish at least two 110 volt electrical outlets per bunk for all housing tents. The number of outlets needed and the minimum voltage for each outlet may be adjusted by Tideland EMC.
- Beds: In large tent facilities, Contractor shall provide one cot sufficient for a single individual's rest while the individual is being housed.
- Chairs: If bunk beds are used, Contractor shall also provide one chair for every upper bunk in the tent.
- Lockers: Contractor shall furnish each tent with full-size, 18-inch wide, metal wardrobe lockers with keyed padlock, per person, or an alternate proposed method for securing items.
- Linens: Contractor shall be required to furnish all bedding including pillows.

If trailers are used, the accommodations should be comparable to that listed above.

Contractor is encouraged to provide a description of housing type, housing group size, or other details as part of RFP scoring for higher scores that correspond with smaller group size per housing unit.

- Tent Size/Sleeping Trailer: Each small tent/sleeping trailer should accommodate eight to ten individuals, and Contractor shall provide one cot for every individual being housed.
- Flooring: Contractor shall provide minimum height flooring for any tent not over a concrete foundation.
- Doors: Contractor shall provide at least one door per tent for the small housing tents.
- HVAC: Contractor shall provide HVAC and environmental control units for each small tent as needed by Tideland EMC.
- Lighting and Controls: Contractor shall be required to furnish appropriate lighting and controls in all tent facilities.
- Power Outlets: Contractor shall be required to furnish at least two 110 volt electrical outlets per bunk for all housing tents. The number of outlets needed and the minimum voltage for each outlet may be adjusted by Tideland EMC.
- Chairs: If bunk beds are used, Contractor shall also provide one chair for every upper bunk in the tent.
- Lockers: Contractor shall furnish each small tent with full-size, 18-inch wide, metal wardrobe lockers with supplied keyed padlock, per person.
- Linens: Contractor shall be required to furnish all bedding including pillows.

If trailers are used, the accommodations should be comparable to that listed above.

### 1. Wash Stations

Contractor shall be required to furnish and maintain hand wash stations to accommodate anywhere from 150 to 600 persons, as indicated by Tideland EMC. There is a minimum of one four-spigot hand wash station per forty people per base camp site. For RFP purposes, assume 450 persons.

### 2. Portable Toilets

Contractor shall be required to furnish and maintain portable toilets to accommodate anywhere from 150 to 600 persons, as indicated by Tideland EMC. There is a minimum of one portable toilet for every twenty individuals. For RFP purposes, assume 450 persons.

### 3. Shower Trailers

The following are minimum requirements for shower-related facilities:

- One shower per ten persons. For RFP purposes, assume 450 persons.
- One sink per ten persons. For RFP purposes, assume 450 persons.
- Two towels per day and one toiletry kit per week per person. Disposable towels are not acceptable.

### F. Miscellaneous Tents or Trailers

Contractor may be asked to provide tents or trailers to cover various services, including medical, communications, recreational, etc. Below are examples of tents Contractor may be asked to provide. Comparable trailers may be provided in the alternative where indicated. The actual tents or trailers needed to meet Tideland EMC's needs may vary and will be included in the "activated" MSA issued to Contractor. Tideland EMC will include in its "activated" MSA a table substantially similar to the one provided below summarizing tent or trailer needs. The chosen Contractor and Tideland EMC may agree on a specific arrangement for design and equipment during a tabletop or practice visit to the designated site (Exhibit B).

#### 1. Medical Tent

Contractor shall provide at least one 60 x 60 ft. medical tent in each base camp to treat minor ailments. Contractor should provide the medical tent with minimum height flooring if the medical tent is not over a concrete foundation, HVAC units, and lighting and controls. The medical tent should also include a minimum of twenty cots, two 110-volt electrical outlets per cot, four tables and eight chairs, and two sets of linens per cot.

Contractor shall also provide two staff members for each medical tent (e.g., licensed practical nurse or registered nurse).

#### 2. Communications Tent or Trailer

Contractor shall provide at least one 20 x 30 ft. communications tent in each base camp. Contractor should provide the communications tent with minimum height flooring if the tent is not over a concrete foundation, HVAC units, and lighting and controls. Contractor is expected to provide at least thirty 110-volt electrical outlets and eight tables with twelve chairs.

#### 3. Recreation Tent

Recreation tent should comfortably house at least 25% of the camp's population. Contractor should provide the recreation tent with minimum height flooring if the tent is not over a concrete foundation, HVAC units, and lighting and controls. Contractor is expected to provide enough tables and chairs to accommodate 25% of the base camp population. Contractor shall also provide up to four large screen televisions and twelve internet capable computers (with enough electrical outlets to adequately support these items) along with appropriate

chairs and tables. Contractor shall also provide at least one refreshment station with drinks (coffee, water, soft drinks) and snacks per recreation tent.

#### 4. Command Tent or Trailer

Contractor may be required to provide at least one 20 x 40 ft command tent for the base camp location to house camp management and Tideland EMC's operational support personnel. Contractor should provide the command tent with minimum height flooring if the tent is not over a concrete foundation or asphalt pad, HVAC units, and lighting and controls. Contractor will also provide at least thirty 110-volt electrical outlets, ten tables, forty chairs, and four partitions per command tent.

#### 5. Dining Tents

Contractor may be asked to provide one or more dining tents, the sizes of which will depend on the number of personnel being housed at Tideland EMC's base camp site. Contractor should provide each dining tent with minimum height flooring if the tent is not over a concrete foundation, HVAC units, lighting and controls, and electrical outlets, tables, and chairs, the number of which will depend on the base camp population. Each dining tent must be equipped with double doors on each side of the tent as needed to facilitate the safe egress of all occupants should an evacuation be warranted.

#### 6. Vehicle Maintenance Tents

Contractor should provide at least one 40 x 60 ft. tent with heavy-duty flooring capable of withstanding the weight of vehicles on a portable hydraulic lift. The vehicle maintenance tent shall be equipped with a minimum of one 440-volt electrical outlet, one 220-volt electrical outlet, and ten 110-volt electrical outlets. Contractor shall also furnish a portable hydraulic automobile lift capable of withstanding the weight of a full-size maintenance truck along with two heavy-duty, six-ton, portable automotive floor jacks, two large shop fans, and one 90psi-90cfm air compressor complete with a one hundred (100) foot hose with fittings. The vehicle maintenance tent will not be located on the designated asphalt site, Exhibit B, but in an adjacent field nearby. Machinery heavier than 10,000 lbs. (other than machinery necessary for Mobilization) is prohibited from the designated asphalt site, Exhibit B, but is permitted nearby.

Example of Table to be Provided in Tideland EMC's "activated" MSA

SUMMARY OF REQUIRED HOUSING/TENTS PER BASE CAMP SITE/LOCATION											
	Quantity	Tent Size	Flooring Type	Doors (#)	HVAC or Fans	Tables (#)	Chairs (#)	Cots (#)	Trash Cans	Electrical Outlets	
HOUSING (large – hot bunk)	TBD by Contractor	TBD by Contractor	Wood	1 door per side	HVAC	30	1 per top bunk	1 per 2 persons	1 per 40 persons	110V	20
										220V	4
HOUSING (small)	TBD by Contractor	TBD by Contractor	Wood	Yes	HVAC	None	1 per cot	10	1 per tent	110V	2 per cot
MEDICAL	1	60' × 60'	Wood	Y	HVAC	4	8	20	1	110V	40
COMMUNICATIONS	1	20' × 30'	Wood	Yes	HVAC	8	12	No	1	110V	30
RECREATION	1	TBD by Contractor	Wood	2 per side	HVAC	TBD by Contractor	TBD by Contractor	No	TBD by Contractor	110V	TBD by Contractor (min 100)
COMMAND	1	20' × 40'	Wood	Yes	HVAC	10	40	No	1	110V	30
VEHICLE MAINTENANCE	1	40' × 60'	Heavy Duty	2 per side	Fans	4	8	No	1	110V	10
										440V	1
										220V	1
DINING	TBD	TBD by Contractor	Wood (unless on concrete)	2 per side	HVAC	TBD by Contractor	TBD by Contractor	No	TBD by Contractor	TBD by Contractor	

IV. BASE CAMP SERVICES

A. Meals and Catering

Contractor shall provide catering services to feed anywhere from 150 to 600 persons per day (as indicated in "activated" MSA), operational up to 24 hours a day. Contractor shall provide and maintain at least one or more dining facilities with multiple feedings per day. For RFP purposes, assume 450 persons.

Contractor shall provide two (2) hot meals: breakfast (hot) from 4:00 AM until 7:00 AM (0400-0700); lunch (ie: cold subs - chips) ready for "runners" to distribute with 11:00 AM "go time" at base camp; and supper (hot) from 7:00 PM until 10:00 PM (1900-2200). Additionally, Contractor shall provide a 24-hour operating grill. Contractor shall provide enough tables and chairs to accommodate each base camp's population for high density hot meals (breakfast and supper).

Contractor shall provide ice machines throughout base camp that will provide five pounds of ice per person.

1. Meals

Contractor shall provide a rotating menu that offers variety of hot and cold meal options at each of the three meals as designated above in addition to the 24-hour operating grill. The general requirements for the types of meals that should be served is provided in the table below. This table is provided as an example only.

MEAL REQUIREMENTS				
	Breakfast	Lunch	Dinner	24-Hour Grill
<b>Hot options</b>	Two hot options daily. (examples: breakfast tacos; breakfast biscuits (eggs, meat, cheese); eggs, bacon/sausage/or ham, with potatoes; and/or pancakes/French toast/or waffles, with syrup)	N/A	Two hot options daily. (examples: meatloaf, baked/roast chicken, chicken-fried chicken/steak w/ gravy, a fish entrée, a pasta entrée (e.g., spaghetti & meat sauce), chicken parmesan, barbeque, and/or any options listed under the 24-hour grill at right.)	A limited selection of three or four hot options, such as: <ul style="list-style-type: none"> <li>▪ Hamburgers w/trimmings</li> <li>▪ Grilled chicken sandwich</li> <li>▪ Fried chicken tenders</li> <li>▪ Grilled cheese sandwiches</li> </ul>
<b>Cold options</b>	Two or more cold options daily. (examples: variety of cereals, breakfast breads, instant oatmeal, and/or a variety of breakfast breads: Danish/muffins/bagels/etc.)	Two or more cold options daily. (examples: deli-style sandwiches, variety of salads)	Two or more cold options daily. (examples: deli-style sandwiches, variety of salads)	One or two cold options, such as: <ul style="list-style-type: none"> <li>▪ Deli-style sandwiches (e.g., cold cuts &amp; cheese, tuna or chicken salad)</li> </ul>
<b>Sides</b>	A variety of fruit	A variety of side options daily. (examples: salads/dressings; bread/rolls; chips; fruit)	A variety of side options daily. (examples: vegetables; rice or potatoes; bread/rolls; salads/dressings; fruit)	A limited selection of side options (e.g., French fries or tater tots, and chips.)
<b>Beverages</b>	<ul style="list-style-type: none"> <li>▪ Variety of juices</li> <li>▪ Coffee (regular and decaf)</li> <li>▪ Tea (variety of instant hot teas)                             <ul style="list-style-type: none"> <li>▪ Milk</li> <li>▪ Water</li> </ul> </li> <li>▪ Condiments (detailed at right)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coffee (regular and decaf)</li> <li>▪ Tea (variety of instant hot teas)                             <ul style="list-style-type: none"> <li>▪ Carbonated soft drinks                                     <ul style="list-style-type: none"> <li>▪ Milk</li> <li>▪ Iced tea</li> <li>▪ Water</li> </ul> </li> </ul> </li> <li>▪ Condiments: sugar and artificial sweetener packets, creamer, honey, lemon</li> </ul>		
<b>Dessert</b>	n/a	<ul style="list-style-type: none"> <li>▪ Cookies</li> </ul>	<ul style="list-style-type: none"> <li>▪ Some sweet treat (cake, cookies, etc.)</li> </ul>	

2. Snacks

Contractor shall furnish three snacks per individual per day. A varied assortment will include candy bars; peanut butter and crackers; cheese and crackers; energy bars; pretzels; trail mix; assorted fresh fruit; or similar.

Contractor shall provide eight sixteen-ounce bottles and two electrolyte replacement mixes per person, per day. Snacks, bottled water, and electrolyte mixes should be readily available for personnel to pick up and take with them as they head to their assignments daily.

3. Boxed Meals

Contractor shall furnish lunch (cold) in a boxed meal format not only for 11am "runners" to distribute at "go time", but also for pick up by personnel as they pass by to and from their assignments throughout the day. The number of lunch (cold) boxed meals will be detailed in the "activated" MSA issued to Contractor.

Contractor shall offer bottled water, milk, orange and fruit juices, iced tea and a variety of soft drinks for personnel to select when they pick up to-go meals. Contractor shall offer coffee with to go cups and all appropriate condiments.

B. Laundry

Contractor shall furnish and maintain laundry services for anywhere from 150 to 600 individuals.

At a minimum Contractor should expect laundry services for up to five pounds per day (in addition to towels and bedding), per person, with a 24-hour turnaround time.

*C. Automotive Fuel*

Contractor shall furnish fuel tanker trucks to transport fuel for all Tideland EMC owned vehicles and Tideland EMC existing contract supplier(s), as necessary. Any specific requirements will be detailed in an "activated" MSA issued to Contractor.

*D. Pest Control*

Contractor shall provide vector control for rodents and snakes and other pests as needed.

*E. Vehicles*

Contractor shall furnish four four-wheeler vehicles and two all-terrain utility vehicles with an open trunk per camp location.

EXHIBIT B: (See Separate File)

PDF of Asphalt Site Location

and Draft Layout

**EXHIBIT C: REGISTRATION FORM**

Respondents should complete and return this form to Tideland EMC prior to July 14, 2026 at 5:00 p.m. EST, in order for Tideland EMC to provide any addendum issued for this RFP.

Name of Respondent:

\_\_\_\_\_

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

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

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

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

Forms should be submitted to Paul Spruill at [paulspruill@tidelandemc.com](mailto:paulspruill@tidelandemc.com)

EXHIBIT D: 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 E: 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 F: PRICE PROPOSAL FORM**

Unless otherwise indicated in this Scope of Services, all services performed under the awarded MSA shall be paid in accordance with this Price Proposal **or an alternative pricing sheet proposed by an established respondent**. An authorized representative of the firm offering this proposal must complete this form in its entirety **or submit a comparable pricing sheet with similar level of detail**. Prices entered herein shall not be subject to withdrawal or escalation by Respondent. 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. Tideland EMC does 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: \_\_\_\_\_

**I. Annual Retainer Expense, Mobilization, and Demobilization**

**Annual Retainer Expense:** \$\_\_\_\_\_ payable to contractor 8/1/26, 8/1/27 whether or not contractor's MSA is "activated" for actual response. Respondent should also propose one **flat fee that covers mobilization and demobilization** \$\_\_\_\_\_ for **hypothetical base camp for 450 for 4 weeks**. *Alternatively, provide (item by item) "Hypothetical Base Camp for 450 Person Occupancy"*.

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

In the space above, list your own description of the trailers/tents included in your mobilization for hypothetical base camp for 450 persons for 4 weeks. Refer to Exhibit B (separate file) for a description of the base camp site at Beaufort County Community College. Upon issuance of an "activated" MSA by Tideland EMC, then Tideland EMC and Contractor will adjust the flat mobilization and demobilization cost proportionate to the size of the actual base camp (larger or smaller). Alternatively, you can ignore the flat fee proposal and provide, instead, (item by item) on page 33. No cost-plus-percentage-of-cost pricing is permitted.

**II. Base Camp Facilities**

All prices include the Utilities and Registration described in the RFP Exhibit A, Section III. A. and B. and any necessary staffing. Tideland EMC will not pay a separate charge for these services.

Housing and Support Facility Price Proposal Form (Consistent with Requirements of RFP Exhibit A, Section III.C.)				
Facility Type	Estimated Quantity Per Base Camp Location	Indicate Size Offerings, Add Lines, If Necessary	Mobilization and Demobilization (per unit) (alternative)	All Inclusive* Price Proposal (weekly rate per unit)
Housing – Large Tent Hot Bunk	TBD			
Housing – Large Trailer	TBD			
Housing – Small Tent	TBD			
Housing – Small Trailer	TBD			
Medical Tent	1	60' x 60'		
Communications Tent	1	20' x 30'		
Communications Trailer	1			
Recreation Tent	1			
Command Tent	1	20' x 40'		
Command Trailer	1			
Vehicle Maintenance Tent	1	40' x 60'		
Dining Tent	1			

\*ALL INCLUSIVE *column* should not include costs for mobilization and demobilization.

Other Facility Price Proposal Form (all prices include all necessary staffing)			
Facility Type	Quantity Per Base Camp Location	Mobilization and Demobilization (per unit) (alternative)	All Inclusive* Price Proposal (weekly rate per unit)
Wash Stations	1 four spigot station per 40 persons		
Portable Toilets	1 per 20 persons		
Shower Trailers	1 shower per 10 persons 1 sink per 10 persons Includes 2 towels/day/person Includes 1 toiletry kit/week/person		

\*ALL INCLUSIVE *column* should not include costs for mobilization and demobilization.

[CONTINUED ON FOLLOWING PAGE]

**III. Base Camp Services**

Other Base Camp Services Price Proposal Form (all prices include all necessary staffing)			
Service	Requirements	Mobilization and Demobilization (per unit) (alternative)	All Inclusive* Price Proposal
Laundry Trailers	See RFP Exhibit A, Section IV.B		\$/week
Laundry	See RFP Exhibit A, Section IV.B	N/A	\$/five pounds
Fuel	See RFP Exhibit A, Section IV.C		\$/gallon
Pest Control	See RFP Exhibit A, Section IV.D		\$/week
Vehicles	See RFP Exhibit A, Section IV.E		\$/four-wheeler/week \$/ATV/week

\*ALL INCLUSIVE *column* should not include costs for mobilization and demobilization.

Meals and Catering Price Proposal Form (All prices to include kitchen requirements, staffing, serving ware, utensils, and paper goods) (All prices to include hot and cold options, sides, beverages, and desserts, as described in RFP Exhibit A)	
Meal Service	All Inclusive* Price Proposal
Breakfast	\$/meal
Lunch	\$/meal
Dinner	\$/meal
Boxed Meals	\$/meal
Snacks	\$/person/day
Beverages (Outside of Meal Service)	\$/person/day
Ice Machines	\$/machine/week
Flat Fee for Mobilization and Demobilization of All of the Above	

\*ALL INCLUSIVE *column* should not include costs for mobilization and demobilization.

**IV. Hypothetical Invoice for Base Camp**

In the worksheet below, please complete the rates and totals you would charge utilizing prices proposed to mobilize, operate, and demobilize a base camp for **450 occupants for 4 weeks**. Assume all services listed in the price proposal form are requested, except fuel. Indicate the types, sizes, and quantities of tents or trailers included in your hypothetical response. For your proposal to be considered, you must complete this section. **DO NOT SIMPLY REFERENCE YOUR RATE SHEET.** This hypothetical is for proposal evaluation purposes only. Actual invoices will be based on actual work performed and billed using per unit costs provided above.

[CONTINUED ON FOLLOWING PAGE]

Hypothetical Base Camp for 450 Person Occupancy					
	Facility Type	Quantity	Mobilization & Demobilization (per unit) (alternative)	All Inclusive* Price Proposal	Total
1.	Housing – Large Tent Hot Bunk Size: _____			\$/week	
2.	Housing – Large Trailer Size: _____			\$/week	
3.	Housing – Small Tent Size: _____			\$/week	
4.	Housing – Small Trailer Size: _____			\$/week	
5.	Medical Tent Size: _____			\$/week	
6.	Communications Tent Size: _____			\$/week	
7.	Communications Trailer Size: _____			\$/week	
8.	Recreation Tent Size: _____			\$/week	
9.	Command Tent Size: _____			\$/week	
10.	Command Trailer Size: _____			\$/week	
11.	Vehicle Maintenance Tent Size: _____			\$/week	
12.	Dining Tent Size: _____			\$/week	
13.	Wash Stations			\$/week	
14.	Portable Toilets			\$/week	
15.	Shower Trailers Size: _____			\$/week	
16.	Laundry Trailers Size: _____			\$/week	
17.	Laundry	lbs.	N/A	\$/five pounds	
18.	Pest Control			\$/week	
19.	Four Wheelers			\$/week	
20.	ATVs			\$/week	
21.	Breakfast		N/A	\$/meal	
22.	Lunch		N/A	\$/meal	
23.	Dinner		N/A	\$/meal	
24.	Boxed Meals		N/A	\$/meal	
25.	Snacks		N/A	\$/person/day	
26.	Beverages (Outside of Meal Service)		N/A	\$/person/day	
27.	Ice Machines		N/A	\$/machine/week	
28.	Mobilization and Demobilization for Lines 21-27	N/A		N/A	
29.	<b>TOTAL</b>				

\*ALL INCLUSIVE column should not include costs for mobilization and demobilization. TOTAL column includes all.

**EXHIBIT G: 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 or convert this page to Microsoft Word and reference the questions/answers appropriately. Tideland EMC reserves 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”), Employer Identification Number (“EIN”), and Social Security Number (“SSN”), 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, EIN, or SSN: \_\_\_\_\_

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

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

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

TIN, EIN, or SSN: \_\_\_\_\_

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 (10) 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. \_\_\_\_\_

\_\_\_\_\_

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 (5) 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 Person Completing this Questionnaire

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

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

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

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

Contractor Representations

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 (5) 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 (5) 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 (5) 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 (5) 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 (5) years? If yes, please explain.  No  Yes

(9) Within the past five (5) years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?  No  Yes

(10) Within the past five (5) 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 (10) 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 (10) 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 (10) years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?  No  Yes

(5) In the past seven (7) 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 (5) 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 (5) 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/lisa.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 H: REFERENCES

List three references for whom you have provided similar projects successfully completed in the past five years. Attached 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)

Within budget?  Yes  No Additional detail: \_\_\_\_\_

\_\_\_\_\_

Within schedule?  Yes  No Additional detail: \_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Within budget?  Yes  No Additional detail: \_\_\_\_\_

Within schedule?  Yes  No Additional detail: \_\_\_\_\_

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)

Within budget?  Yes  No Additional detail: \_\_\_\_\_

Within schedule?  Yes  No Additional detail: \_\_\_\_\_

Name(s) of assigned personnel:

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

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

**EXHIBIT I: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (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.

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

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT J: 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