

# REQUEST FOR PROPOSALS

for

Culvert Replacement and Sink Hole Repair

RFP No. H0325

Issued: 03/07/2025

Proposals Due: 03/17/2025

**Request for Proposals: Culvert Replacement and Sink Hole Repair**

Blue Ridge Electric Membership Corporation (“Cooperative”) is a Private Nonprofit Organization located in northwest North Carolina that operates over 8,600 miles of line, serving over 80,000 meters in seven counties. (the “Facilities”). The Cooperative continues to encounter necessary repairs resulting from the damage from Hurricane Helene in September 2024.

Cooperative is seeking to engage one or more qualified and experienced contractors to provide the scope of work attached as **Exhibit A** and incorporated into this Request for Proposals (“RFP”).

Cooperative expects that the costs for the services contemplated under this RFP will be reimbursed with FEMA funding. As such, 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.

**All proposals must be emailed, with the subject line as Culvert Replacement and Sink Hole Repair RFP, to Kevin Norris, Director of Purchasing and Facilities, [knorris@blueridgeenergy.com](mailto:knorris@blueridgeenergy.com) by 5 p.m. March 17, 2025. Further instructions for proposal submission are contained in this RFP.**

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## General Information

### I. Project Objective

Cooperative is seeking to engage the services of one or more qualified contractors (“Respondent” or “Contractor”) to provide Culvert Replacement and Sink Hole Repair. A complete scope of work is attached as Exhibit A and incorporated into this RFP. Due to safety concerns, the Cooperative is seeking to secure a qualified contractor and complete the project in Spring of 2025.

### II. Instructions to Respondents

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

#### A. Proposal Submission

Respondents must submit one electronic copy of its proposal in PDF format via email by **5 p.m. March 17, 2025** to **Kevin Norris, Director of Purchasing and Facilities**, [knorris@blueridgeenergy.com](mailto:knorris@blueridgeenergy.com) with the subject line referencing the RFP name and number. Proposals received by any other means shall not be accepted.

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. Cooperative assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Cooperative bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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. Electronic signatures are permitted.

#### 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 proposal is provided by the same Respondent, the latest received proposal prior to the deadline will be considered the Respondent’s final response. It is the sole responsibility of the Respondent to ensure that its proposal is received by the deadline. Proposals received after the deadline shall not be considered. Cooperative assumes no responsibility for any proposal not received, regardless of the reason for the delay. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

Any proposal may be withdrawn until the deadline for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days or until one or more of the proposals have been awarded, to provide to Cooperative the services described in this RFP.

### C. Registration

Each Respondent seeking to submit a proposal is requested to register with Cooperative in order to receive any addenda to this RFP. Please complete the Registration Form attached as **Exhibit B** and submit this form via email by **5 p.m. March 17, 2025 to Kevin Norris, Director of Purchasing and Facilities, knorris@blueridgeenergy.com**. Cooperative will make efforts to distribute addenda to all registered Respondents, but it is the responsibility of each Respondent to ensure that it receives all addenda.

### III. Changes; Questions; Interpretations

Cooperative reserves the right, and has absolute sole discretion, to change this RFP at any time. Any changes will be made by Addendum and distributed to registered Respondents. Cooperative further reserves the right, and has absolute sole discretion, to cancel this RFP at any time prior to execution of a resulting contract. The decision to cancel a solicitation cannot be the basis for a protest.

Cooperative reserves the right to request written clarification of information submitted or to request additional written information of any Respondent. The request of additional information or for clarification of provided information 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 submitted in writing via email by the deadline described in the RFP Timetable to the attention of Kevin Norris, Director of Purchasing and Facilities, knorris@blueridgeenergy.com, referencing the RFP name and number. Any responses by Cooperative to Respondents' questions or concerns will be addressed, if at all, by Addenda.

Respondents shall not otherwise direct any queries or statements concerning their proposal to Cooperative staff or its representatives during the selection process, from the time of submission of a proposal until the execution of a contract. Any Respondent who initiates any discussions with staff or representatives in any manner other than that described below is subject to disqualification from this procurement. No oral interpretation of this RFP shall be considered binding.

This provision exists solely for the convenience and administrative efficiency of Cooperative. No Respondent or other third party will gain any rights by virtue of this provision or the application thereof, nor shall any Respondent or third party have any standing to sue or cause of action arising therefrom.

### IV. Property of Cooperative

All materials submitted in response to this RFP become the property of Cooperative. Cooperative has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

## V. RFP Timetable

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

Registration Forms Due (optional)	March 11, 2025
Questions from Potential Respondents Due	March 11, 2025
Issue Addendum (if necessary)	March 13, 2025 <sup>1</sup>
Proposal Due Date and Time	5pm, March 17, 2025
Proposal Evaluation (estimated)	March 25, 2025
Contract Negotiations/Approval (estimated)	March 31, 2025

**Cooperative reserves the right to amend the anticipated schedule as it deems necessary.  
All times Eastern unless noted otherwise.**

## VI. Standards of Conduct / Conflicts of Interest

This RFP is subject to the Cooperative's policy governing conflicts of interest in procurement and contract administration that may limit or prohibit certain activities of Cooperative personnel and contractors. Respondents are highly encouraged to review this policy to ensure compliance with the same (a copy of the policy is available upon request). All Respondents shall submit a signed and notarized statement regarding conflicts of interest with their proposal on the form provided herein (**Exhibit C**).

## VII. Disclosure and Disclaimer

Any reliance on the contents of this RFP or on any communications with Cooperative representatives or agents shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by Cooperative 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 Cooperative if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by Cooperative that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, Cooperative 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, Cooperative 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 and information relating to Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by Cooperative. Any action taken by Cooperative in response to proposals submitted to this RFP, including making an award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or

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

after issuance of the notice of intent to make an award, shall be without any liability or obligation on the part of Cooperative or its advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure 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**

The contract awarded as a result of this RFP will include an hourly rate fee structure. The hourly rate contract awarded will include a not-to-exceed amount which the contractor exceeds at its own risk. The not-to-exceed amount may be included in the contract itself, work orders (Task Release) issued authorizing a specific scope of work, or both.

The terms and conditions of the resulting non-exclusive contract will be negotiated with successful Respondent(s). If Cooperative and the successful Respondent cannot agree on the terms and conditions of the resulting contract, Cooperative reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until Cooperative is able to enter into a contract with a Respondent that best meets its needs. The contract must include the contract provisions required by 2 C.F.R. § 200.327 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).

While Cooperative anticipates awarding one contract, it reserves the right to award to more than one Respondent if it is in the best interests of Cooperative.

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

The Respondent(s) selected for award shall obtain and possess, without interruption during the performance of all services, the insurance coverages consistent with Cooperative's standard policies. If none, Cooperative and the successful Respondent will negotiate insurance requirements, and the resulting terms will be included in the contract between Cooperative and Respondent. Respondent will provide Certificates of Insurance signifying that Cooperative is named as an additional insured under each such policy as referenced in the resulting contract. The verification of such coverage shall be regarded as a condition precedent to contract execution.

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 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. Record Retention Requirements**

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 contract resulting from this RFP. Cooperative shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to Cooperative 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 Cooperative at the Contractor's expense.

The Contractor will be required to allow FEMA, or any other associated State or Federal agency, to audit and/or review all documents related to the work awarded under this RFP.

## **XI. Subcontracting**

If the Contractor intends to subcontract any portion of the work under the awarded contract in excess of \$10,000, it 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:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Additionally, regardless of the amount of the subcontract, Contractor must not subcontract with any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

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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>.

## XII. Evaluation and Award

Cooperative will evaluate and rank the most advantageous proposals and make a selection for contract negotiation and award. The selected Respondent will be notified in writing with an intent to award letter. Cooperative reserves its right to award the contract to other than the lowest priced offeror.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by Cooperative through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of Cooperative to award the proposal to the lowest priced Respondent, and Cooperative reserves the right to award the contract to the Respondent submitting the best overall responsive proposal which is most advantageous to and in the best interest of Cooperative consistent with the evaluation criteria. Cooperative shall be the sole judge as to the proposals that best meets its best interests.

As part of the evaluation process, Cooperative 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 of the investigation process and consent to Cooperative's investigation. Cooperative is the sole judge in determining Respondent's qualifications.

While Cooperative allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent whose proposal is most advantageous to Cooperative.

### A. Evaluation Criteria and Scoring

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). **To be considered "Qualified," a Respondent must receive a minimum 70 points.**

EVALUATION CRITERIA	Maximum Points
Responsiveness to RFP 1. Comprehensiveness of proposal 2. Completeness of proposal	5
Cost Effectiveness 1. Price proposal	20
Technical Approach 1. Narrative description outlining the method of operation 2. Contingencies / requirements of Cooperative 3. Capacity for multiple contractual obligations	30
Experience and Qualification	30

1. Experience with similar entities 2. Experience with FEMA requirements 3. Staff qualifications and subject knowledge 4. Evidence of experience and skill	
Similar Projects and References 1. Prior experience with three similar projects 2. References from at least three entities for similar projects or work	15
Total	100

Cooperative will not consider any proposals submitted by parties that are debarred, suspended, or otherwise excluded from participation in Federal assistance programs and activities.

### XIII. Proposal Format

Each Respondent shall submit **one electronic copy in .pdf format via email to the email address shown previously** that prints in a clear, concise format, on 8½" x 11" paper, in English. The proposal shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. 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.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal. Electronic signatures are permitted.**

Only one proposal may be submitted by each Respondent. Failure to submit the required documentation in the format identified below may cause the proposal to be rejected.

#### A. Table of Contents

#### B. Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent's understanding of the scope of services, evidenced by previous experience, references, and other relevant information.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.

- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority (see **Exhibit D**).
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc., shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if State law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the State law. Cooperative will not consider submittals that identify a joint partnership to be formed.

#### C. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by Cooperative. Each Respondent is responsible for obtaining addenda.

#### D. 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 (including registration with State in which services will be performed, if applicable);
- Statement or proof of required insurance;
- Proof of Respondent's Business Tax Receipt (as applicable); and
- Other proof of specific qualifications.

#### E. Price Proposal (unlimited pages)

Cooperative will evaluate a Proposal's cost effectiveness based on Respondent's Price Proposal. Respondents are to provide a price proposal as identified in **Exhibit E** of the RFP.

#### F. Technical Approach (unlimited pages)

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure, and services to be provided. This description should fully and completely demonstrate the Respondent's intended methods in performing the contract and specifically identify any obligations of Cooperative (e.g., services and operational requirements) upon which the approach is contingent. In addition, the Respondent shall describe its ability to handle its various contractual obligations.

This section shall also describe the Respondent's resources, including personnel, equipment (if applicable), and any other relevant resources. Respondent shall also identify the proportion of personnel that are employees versus independent contractors or subcontractors and, likewise, the proportion of equipment that is owned versus leased, rented, or subcontracted.

#### G. Successful Experience and Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education, and degrees;
- Related experience and for whom; and
- Professional certifications, licenses, and affiliations.

#### H. Industry Experience (unlimited pages)

Respondents shall provide a summary of work performed for non-profit cooperatives, if any, and other experience that demonstrates their understanding of electric cooperative operations and facilities. Respondents shall identify previous or current clients that operate similar facilities and describe the work performed for each, if any.

#### I. Similar Projects and References (unlimited pages)

Respondents shall provide a minimum of three references on the forms provided (see **Exhibit F**) demonstrating their experience and/or skill with similar projects. Include whether the project was completed on time and within budget. Prior experience and skill with similar entities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

#### J. Default, Termination, Litigation, Debarment, etc. (unlimited pages)

Respondents should provide a summary of any default, termination, litigation, or debarment against, or which named the Respondent in the past five years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, or debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents must also sign and return the Certification Regarding Debarment, Suspension and Other Responsibility Matters and the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as **Exhibits G and H**, respectively.

#### K. Appendix – Other Relevant and Supporting Documentation (optional)

Respondent must submit all other exhibits not identified above in this section.

#### L. Required Forms (Provided for Reference; No Section “L” Required in Proposal Submission)

Respondents must submit the following forms with their proposals. Failure to provide the following forms will negatively impact a proposal’s scoring.

- Conflict/Non-Conflict of Interest Statement (attached hereto as Exhibit C)
- Authorized Signatories/Negotiators (attached hereto as Exhibit D)
- Price Proposal Form (attached hereto as Exhibit E)
- References (attached hereto as Exhibit F)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (attached hereto as Exhibit G)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (attached hereto as Exhibit H)

#### XIV. Representations by Submittal of Proposals

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

- (1) 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 contract.
- (2) 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.
- (3) 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 Cooperative and the Respondent.
- (4) By signing and submitting a proposal, Respondent certifies that it 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.
- (5) Respondent recognizes and agrees that Cooperative 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.

**XV. Protests**

All decisions of Cooperative with respect to this RFP and resulting contract award will be final and not subject to challenge or protest.

**XVI. Exhibits**

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

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

END OF RFP – RFP EXHIBITS FOLLOW

### Exhibit A: Scope of Services

The scope of services to be provided pursuant to this RFP includes culvert replacement and sink hole repair at the Ashe district office of Blue Ridge Electric Membership Corporation. This office is located at 2375 Hwy 163, West Jefferson, NC 28694. As a result of the flooding from Tropical Storm Helene, we have approximately 400 feet of culvert to be replaced due to pipe failure and subgrade washout. This culvert failure has created a sinkhole, which in turn has damaged the parking lot paving. The scope of work includes removal and repaving of 80 ft X 250 ft area with 2 inches of binder and 2 inches of surface asphalt. Open cut and remove 80 ft of existing pipe and replace with 42-inch diameter pipe. ABC backfill and bed this 80 ft to include 8 inches of subgrade in this disturbed area. 320 feet of slip line 42-inch pipe, with grout, inside existing culvert. New 80 feet of new 15-inch diameter pipe and tie in, along with roof drain tie ins. Complete project cleanup required.

Cooperative will provide written authorization for the contractor in the form of a Task Release to proceed per the terms negotiated in the awarded contract.

Respondents are advised to propose based on the entire scope of services as defined herein; however, Cooperative reserves the right to select which specific services the Respondent will provide and to add or delete services within this scope throughout the term of any resulting agreement with mutual consent.

Selected Contractor(s) will be required to follow the Code of Federal Regulations as it relates to procurement and scope of services as amended and updated. This will include working with federal agencies, State agencies, and various individuals within Cooperative. Provide periodic reports as directed by Cooperative that summarizes work performed by Contractor as well as Contractor's budget updates.



**Exhibit B: Registration Form**

RFP for Culvert Replacement and Sink Hole Repair

RFP No. H0325

Date Issued: 10/04/2024

Proposals Due: 10/11/2024

It is Cooperative’s intent that Respondents who complete and return this form to Cooperative prior to **5:00 pm on March 17, 2025** will be notified of the issuance of any addenda to this RFP. However, it is the responsibility of each Respondent to ensure its receipt of all addenda regardless of registration.

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

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

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

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

Telephone (\_\_\_\_\_) \_\_\_\_\_

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

All addenda will be distributed by e-mail.

Forms should be submitted to:

ATTENTION: Kevin Norris  
E-mail: [knorris@blueridgeenergy.com](mailto:knorris@blueridgeenergy.com)

**Exhibit C: 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 D: 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: \_\_\_\_\_

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

Federal I.D. Number: \_\_\_\_\_

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

**Exhibit E: Price Proposal Acknowledgement**

Respondents must submit a cost estimate proposal to include completion of the scope of work in exhibit A plus including a per-ton unit price for any additional undercut and ABC backfill needed. Price proposal should also include estimated earliest mobilization date and expected project duration.

The Price Proposal Acknowledgement form certifies that the proposal is complete. If any costs or expenses are not included in the attached proposal, specify the nature of these costs or expenses and provide an estimated dollar value that Respondent reasonably expects to be incurred.

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Price Proposal and any resulting Task Release, which may include a reasonable not-to-exceed amount that the Contractor exceeds at its own risk, as required by 2 C.F.R. § 200.318(j). An authorized representative of the Respondent offering this proposal must complete this form in its entirety. 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 Form (or elsewhere) is approximate only and not guaranteed by Cooperative.

Summary of Cost Estimate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent: \_\_\_\_\_

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

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

**Exhibit F: Reference**

List one relevant reference 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: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

\_\_\_\_\_

### Exhibit G: 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 H: 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