Blue Ridge Electric Cooperative, Inc.

EMERGENCY SERVICES

RESPONSES AND QUESTIONS MUST BE SUBMITTED ELECTRONICALLY TO:

bidproposals@blueridge.coop

Bryan Roper
VP of Operations
734 West Main Street
Pickens, SC 29671
864.878.6326

Blue Ridge Electric Cooperative
Emergency Services

1. Notice
2. Introduction
3. Scope of Work
4. Offeror Instructions
5. General Info
6. Insurance
7. Evaluation Phases
8. Terms & Conditions
9. Vendor Questionnaire
10. Sample Contract

1. Notice

Blue Ridge Electric Cooperative, Inc. is soliciting proposals in response to Emergency Services, subject to the conditions and all provisions set forth herein and attached. Proposals will be received through the Cooperative's email at bidproposals@blueridge.coop for the request for proposal process until Monday November 16, 2026, at 11:59 pm EST. The service must be furnished as described and specified herein and submitted to the Cooperative. Please note the deadline for submitting inquiries. All answers to inquiries will be sent to each proposer, or entities responding with an intent to propose.

2. Introduction

2.1. Summary

Blue Ridge Electric Cooperative Inc., herein referred to as "Cooperative" is soliciting proposals for prepositioned emergency services associated with restoring service to electric infrastructure and or clearing the associated right of way for electric infrastructure. Construction specifications must abide by Rural Utilities Services (RUS) and Cooperative specifications. The proposer must be a qualified, licensed, bonded, and an insured contractor and exist for the purpose of providing all manpower and equipment required to assist the Cooperative in the restoration of electric services.

2.2. Background

A disaster in the Cooperative's service territory, regardless of cause (natural, man-made, or technological), will require a large response to mitigate the effects on the electric infrastructure.

The Cooperative seeks to contract the services of a qualified licensed, bonded, and insured contractor to provide services associated with electric infrastructure restoration including right of way clearing. The selected firms shall be required to provide the necessary resources to adequately support disaster operations throughout the Cooperative's service territory.

2.3. Contact Information

Bryan Roper
VP of Operations
Blue Ridge Electric Cooperative
734 West Main Street
Pickens, SC 29671
Email **:** **bryan.roper@blueridge.coop**
Questions referencing Emergency
Restoration and Procedures to:
bidproposals@blueridge.coop
Phone : (864) 898-2204

2.4. Timeline

Release Project Date	November 2, 2026, 12:01 am EST
Question Submission Deadline	October 30, 2026, 5:00 pm EST
Proposal Submission Deadline	November 16, 2026, 11:59 pm EST
Review of Proposals	November 30, 2026, thru December 4, 2026
Contract Negotiations	December 7, 2026, thru December 11, 2026

3. Scope of Work

3.1. Scope of Work

It is the Cooperative's intent to:

A. Pre-establish immediate and non-immediate services that may be required in the event of a disaster.

B. Award a two (2) year term contract, which shall commence immediately upon the Cooperative's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted. The Cooperative reserves the right to award one or multiple vendors.

The awarded contract shall not be considered exclusive, and the Cooperative retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the Cooperative with special needs and events for other than full- scale disasters.

The Cooperative, at its sole discretion, may expand the scope of services to include additional requirements. The Cooperative reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. Information that the Cooperative deems necessary in order to make a determination shall be provided by the firms upon request.

Proposers shall possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of this solicitation.

Contractor will provide a single point of contact to be to facilitate planning and coordination between the Contractor and Cooperative. The Cooperative will assign a designated representative to coordinate with the Contractor's liaison regarding all resource requests.

Contractor agrees to provide documentation of services for reimbursement in a manner that is compliant with applicable funding sources to include federal funding requirements and to provide additional documentation required to support the expenses incurred within thirty (30) calendar days of the request.

Note: The Cooperative reserves the right to modify its request for emergency support services once the severity of the emergency and the needs of the Cooperative are determined.

4. Instructions to Offerors

4.1. Bonding

A Bid Bond is not required for this project; however, the Cooperative reserves the right to request a bid guarantee if deemed necessary during the procurement process or contract award.

4.2. Statement of Qualifications

Vendor shall include the following with their response:

A. Cover Letter to include:

- Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.)
- Overview of company background.
- Names of all owners and/or corporate officers.
- Identify contact person and provide telephone and email address.
- Date and state of incorporation (if applicable).
- Signature of company officer(s) authorized to obligate the firm.
- Summary of contractor's ability to perform services as described within the RFP.
- Statement of the contractor's intent to enter into a contract with the Cooperative, if selected.

B. Experience:

- Contractor must provide satisfactory evidence of its ability to furnish products or services in accordance with this RFP.
- The Contractor's company shall be currently engaged in emergency services on a full-time basis, year-round, for a minimum of five (5) years, with dedicated management and administrative support staff, in-house employees and company-owned equipment. The Contractor may supplement in-house resources with private individuals or companies. The Contractor shall have the financial strength to assume extensive and large expenditures.
- Identify the Contractor's personnel who will be dedicated to the project and provide resumes indicating their qualifications and experience.

Pricing – Include rates and fees required for services and all related expenses necessary to accomplish the requirements in the Scope of Work section.

C. Required Forms Packet:

- Proposal Certification
- Acknowledgement of Addenda *(even if none are issued)*
- Non-Collusion Affidavit Form
- Legal/Litigation Statement Form
- Responsibility Statement Form
- Drug Free Workplace Certification
- Certification of Restriction on Lobbying
- Certification Regarding Debarment, Suspension, and other Responsibilities
- Sample Certificate of Insurance meeting the requirements of the RFP
- Copies of all required licenses, permits, certifications, and approvals

****References** - List of at least three (3) references including names, addresses, and telephone numbers of current or previous customers. Vendor should include any South Carolina governmental or electric utility entity reference if available.

4.3. Submission Procedures and Requirements

A. All submissions must be received by November 16, 2026, 11:59 pm EST. Submissions will not be accepted after the deadline. There will be no exceptions. Responders submitting proposals shall be responsible for all costs of preparing such proposals.

B. Responders to this solicitation shall closely examine the specific requirements noted herein and the attached Terms and Conditions. Facsimile transmittals, hard copies or offers communicated by telephone will not be accepted or considered.

C. License and Permits – The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina.

D. Proposals shall be organized in the following manner with the subject headings and sequence indicated. The Cooperative does not desire voluminous submissions; therefore, please limit your proposal to only essential information.

1. Cover Letter
2. Experience and Past Performance
3. Pricing
4. Required Forms

4.4. Inquiries

Offerors shall submit all inquiries regarding this RFP via the Cooperative's email at bidproposals@blueridge.coop. Please note the deadline for submitting inquiries. All answers to inquiries will be shared with those that have submitted a proposal or have responded with an intent to submit a proposal within the appropriate timeline.

5. General Information

A. **Errors and Omissions** – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the RFP, the Responder shall promptly notify the Cooperative in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

B. **Withdrawal of Proposal** – An official representative of a Responder may withdraw a Responder's response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

C. **Non-Endorsement** – If the Cooperative awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the Cooperative's endorsement of the successful Responder's services.

6. Insurance

6.1. Insurance Requirements

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the Cooperative has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than $2,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of BREC and its agents, employees and officials.

B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **Cooperative** within 10 working days from the date of Notice of Award.

C. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than $5,000,000.00.

D. Business Automobile Liability – The vendor shall provide coverage for all owned, non- owned and hired vehicles with limits of not less than $5,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

7. Evaluation Phases

The proposals will be evaluated by the following criteria. The Cooperative reserves the right to interview responders or have demonstrations of this RFP at its discretion. The Cooperative will not be responsible for any costs associated with interviews with responders or demonstrations.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Responsiveness to this RFP**	0-25 Points	*(25% of Total)*
3.	**Experience / Qualifications**	0-25 Points	*(25% of Total)*
4.	**Pricing**	0-25 Points	*(25% of Total)*
5.	**References**	0-25 Points	*(25% of Total)*

8. Terms and Conditions

8.1. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the Cooperative.

8.2. Response Opening and Award:

Responses will be viewed at the Cooperative and scored by staff. Contractors will be notified via email after each proposal has been scored. The Cooperative reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the Cooperative's best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date.
Submissions will not be accepted after the deadline. There will be no exceptions. With submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

8.3. Rights Reserved by Cooperative:

The Cooperative reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the Cooperative. Integrity, reputation, experience and past performance will be heavily weighed in response evaluation. This solicitation does not commit the Cooperative to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

8.4. Responder's Qualification:

Responders must, upon request of the Cooperative, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Cooperative reserves the right to make the final determination as to the responder's ability to provide the products or services requested herein.

8.5. Responder's Responsibility:

Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.

8.6. References:

The Cooperative requires responders to list at least three (3) references including their company name, name of contact, address, telephone number, and email address of contact person with whom the responder has performed or provided similar work, service or product. The reference may be contacted to fill out a short questionnaire on the work with that company. If the reference does not complete the questionnaire by the time requested, the Cooperative may allow the responder to give an alternate reference.

8.7. Waiver:

The Cooperative reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the Cooperative to do so.

8.8. Rejection:

The Cooperative reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the Cooperative.

8.9. Response Signature and Solicitation Alterations:

The responder shall sign the response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.

8.10. Response Changes:

Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.

8.11. Response Price:

The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

8.12. Federal, State and Local Laws:

The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

8.13. Deduction and Holdbacks:

In addition to the Cooperative's right of termination, the Cooperative shall be entitled to full reimbursement for any costs incurred by the Cooperative by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the Cooperative's employees or employees of any other entity to fulfil the obligations of the contract. The Cooperative may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due to the contractor are to be liquidated damages and not as a penalty. It is the Cooperative's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The Cooperative will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the Cooperative carries out the work using its forces or another contractor.

A. For use of Cooperative's forces – actual cost involved.

B. For use of another contractor – the amount charged by said contractor.

The Cooperative reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

8.14. Evaluation Criteria:

The proposals will be evaluated using the criteria listed in the Evaluation Phases included in this RFP.

8.15. Quality:

Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new and in first class condition unless otherwise indicated herein.

8.16. Affirmative Action - Small, Disadvantaged and Minority Businesses (SDMB):

A. Vendors submitting responses are encouraged to solicit small, disadvantaged and minority businesses participation in fulfilling their contract. Indicate in your response any SDMB areas of involvement for monitoring purposes.

B. The successful vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.

8.17. Default:

In case of default by vendor the Cooperative may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor, if any, and/or by suit against vendor.

8.18. Termination for Cause:

Any awarded contract is subject to termination for failure to comply with the specifications, terms and conditions by the Cooperative or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the Cooperative nor less than thirty (30) days nor more than sixty (60) days after receipt by the Cooperative from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the Cooperative shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.

8.19. Termination for Convenience:

The Cooperative may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.

8.20. Non-Appropriation:

Any contract entered into by the Cooperative resulting from this solicitation shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

8.21. Incorporation of Proposal into Contract:

The terms, conditions, and specifications of this proposal and the selected firm's response are to be incorporated, in total, into the contract.

8.22. S.C. Law Clause:

Upon receiving award of contract under this response, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

8.23. Illegal Immigration Reform Act Compliance:

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractor’s language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractor’s language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the Cooperative for any loss suffered by the Cooperative as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

8.24. Assignment Clause:

Successful responder will be required to give the Cooperative ninety (90) days’ notice in the event of a change in the ownership of this contract. The Cooperative is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Cooperative.

8.25. Indemnification:

Contractor agrees to defend, indemnify and save harmless the Cooperative and all Cooperative officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the Cooperative, its agents, staff, and other consultants employed by it.

8.26. Deviations from Specifications:

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible, therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitutes or equal items must provide information sufficient enough to determine acceptability of item offered.

8.27. Minor Deviations:

The Cooperative reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

8.28. Contractor License Requirement:

The contractor shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of his business. Contractor shall keep fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

8.29. Conflict of Interest Statement:

The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the Cooperative's service area. The vendor, by submitting a response, is in essence assuring the Cooperative that the company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

8.30. Contracts:

The Cooperative reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

8.31. Contractor Liability:

The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the Cooperative and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the Cooperative harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the Cooperative and suit brought against the Cooperative for attorney's fees and for all other expenses incurred by the Cooperative in connection with or as a result of any such suit, claims, or loss.

Under no circumstances and with no exception will the Cooperative act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

8.32. Sub-Contracting:

The contractor shall not subcontract any portion of this contract without proper written approval from the Cooperative.

8.33. Non-Collusion:

The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

8.34. Prohibition of Gratuities:

Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the Cooperative, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

8.35. Publicity Releases:

Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the Cooperative's name in its published list of customers without prior approval of the Cooperative. Regarding news releases, only the name of the Cooperative, type and duration of contract may be used and then only with prior approval of the Cooperative. The contractor also agrees not to publish, or cite in any form, any comments or quotes from Cooperative Staff unless it is a direct quote from staff at the Cooperative.

8.36. Precedence:

In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

8.37. Copeland Anti-Kickback Act –

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable.

8.38. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) -

The Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

8.39. Equal Employment Opportunity -

Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

8.40. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -

Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

8.41. Debarment and Suspension (Executive Orders 12549 and 12689) -

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.42. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.43. Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts) -

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

9. Sample Contract

The Cooperative reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

A sample contract is attached for review in the Attachments Section. This sample consists of the Cooperative's minimum terms and conditions. Responders must review the solicitation for any other terms and conditions that may be added for this project, such as insurance requirements, payment schedule, contract term, etc. Any exceptions by the responder must be included with the uploaded response.

10. Vendor Questionnaire

10.1. S.C. Law Clause*

Upon receiving award of contract under this response, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed response, the responder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

☐ Please confirm

***Response required**

10.2. Conflict of Interest Statement*

The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the Cooperative. The vendor, by submitting a response, is in essence assuring the Cooperative that the company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

☐ Please confirm

***Response required**

10.3. Non-Collusion*

The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

☐ Please confirm

***Response required**

10.4. W9 Form*

Please attach your W-9 form with the proposal.

10.5. Acknowledgement and Acceptance of Terms and Conditions of the Solicitation*

Explanatory Note: The purpose of this question is to confirm the responder's or offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions, deviations or modifications to terms or conditions that are expressly requested in the following or that have been requested and approved prior to submission of the Offer. All exceptions, deviations or modifications to the Solicitation, regardless of whether the Cooperative approved such items prior to submission of the Offer, must be clearly set forth in this question.

A response of "No" will mean the Offeror takes no exceptions or modifications to the terms and conditions of this solicitation.

A response of "Yes" will mean the Offeror takes exceptions or modifications to the terms and conditions of this solicitation. A response of "Yes" will open another question for any exceptions or modifications to be detailed.

☐ Yes
☐ No

***Response required**

When equals "Yes":

10.5.1. Details of any exceptions or modifications of the Terms and Conditions

If there are any exceptions, deviations or modifications, please indicate those clearly by referencing the specific language.

If there are multiple exceptions, the Offeror may respond with "Please see details in response." These details must be included in the uploaded response.

(Note: Unacceptable exceptions shall remove the proposal from consideration for award. The Cooperative shall be the sole judge on the acceptance of exceptions, deviations or modifications and the decision shall be final.)

10.6. Instructions to Respondents

Respondents are required to read and confirm the following:

*10.6.1. Instructions**

A. Responders shall answer all questions.

B. Proposals and any amendments may be received up to but not later than November 16, 2026, 11:59 pm EST via the Cooperative's email at bidproposals@blueridge.coop. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Cooperative strongly recommends completing your response well ahead of the deadline

C. Proposal may be withdrawn prior to the submission due date and time; a new submission can be submitted up to the proposal due date and time.

D. Quote hourly units specified with packing included.

E. If specifications or descriptive papers are submitted with Proposals, enter respondents name thereon.

F. If the article bid upon has a trade name or brand, show same in the proposal.

☐ Please confirm

***Response required**

*10.6.2. Conditions**

A. The Cooperative submitting this notice reserves the right to reject any and all Proposals, and to waive all technicalities.

B. Pricing will be hourly for equipment and personnel.

C. In case of default of contractor, the Cooperative reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.

D. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.

E. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.

F. The right is reserved, in case of tie bids, to make award considered to be most advantageous to the Cooperative.

G. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

H. Unless otherwise indicated by the Cooperative submitting this notice, prices must be firm.

I. Safety records should be included in the proposal.

☐ Please confirm

***Response required**

10.7. References

*10.7.1. References**

The Cooperative requires responders to list at least three (3) references including their company name, name of contact, address, telephone number, and email address of contact person with whom the responder has performed or provided similar work, service or product. The reference may be contacted to fill out a short questionnaire on the work with that company. If the reference does not complete the questionnaire by the time requested, the Cooperative may allow the responder to give an alternate reference. The Cooperative may also ask for additional references if needed.

References shall be formatted and attached as the following:

Contact Name

Contact email address

Contact Phone Number

Company Name, Address

Project Title of similar work, service or product

***Response required**

10.8. Small, Disadvantaged and Minority Businesses

Is your agency certified as a Small, Disadvantaged or Minority business? This is for monitoring purposes only. No special consideration will be offered unless specifically notated in the solicitation.

*10.8.1. Small, Disadvantaged, and Minority Business**

Indicate yes or no if your agency is certified small. disadvantaged, or a minority business.

☐ Yes
☐ No

***Response required**

When equals "Yes":

10.8.2. Type of Certification(s)

Indicate below or in your response any certifications held in areas of involvement for small, disadvantaged, or minority businesses. Certifications shall be uploaded in your response.

10.9. Authorized Contact Information

The following contact shall have the authority to submit the response to this solicitation, clarify any information needed, and will be the contact for any contract negotiations.

*10.9.1. Contact Information**

Please identify an authorized contact for your response in the following format.

Full Name of Contact Person: _____

Title of Contact Person: _____

Contact Person Telephone Number: _____

Contact Person Email Address: _____

***Response required**