EMERGENCY POWER RESTORATION SCOPE OF SERVICES

PowerSouth is a generation and transmission electric cooperative that provides wholesale electric power to its 20 distribution members throughout Alabama and Northwest Florida. The scope of services to be provided pursuant to this RFP includes electrical power restoration for one or more Participating Members in the wake of a Federally declared major disaster. Where PowerSouth elects to participate in the RFP for itself, it is also a "Participating Member." The selected Respondent will execute a Master Services Agreement ("MSA") with one or more Participating Members. If a Participating Member elects to activate Contractor under the MSA for emergency electrical restoration work, the Participating Member will issue a Task Release (wherein Participating Member will be referred to as an issuing Member) with the specific details of the work. The Scope of Work described below provides the full scope of services that may be requested in a Task Release; however, a Task Release may describe less than all of the services described, as required by the issuing Member's specific needs.

I. General

Contractor shall provide all labor, materials, equipment, and services required to restore the electrical transmission or distribution system, perform specialized high voltage transmission line troubleshooting, and complete necessary repairs and power restoration for one or more Participating Members. Contractor should be an electrical utility contractor whose business includes all types of high voltage transmission electrical circuits and distribution electrical circuits. Contractor must hold the required certifications and licenses for working on high voltage electrical transmission systems.

II. Mobilization and Demobilization

A. Mobilization

Contractor should assume it will be expected to be fully operational and onsite within 48 hours after Contractor receives a Task Release from an issuing Member. Issuing Member and Contractor may however agree on a longer or shorter activation time in the Task Release.

B. Demobilization

The issuing Member shall provide Contractor with 24-hours advanced notice that emergency electrical restoration services will no longer be needed and can be demobilized.

III. Services

The scope of services includes a wide variety of electrical powerline work to accommodate the electrical needs of the issuing Member's electrical distribution or transmission system in the wake of a major disaster. Services include troubleshooting, fuse resetting, system rebuilds, pole change outs, transformer replacements and other miscellaneous services, if needed. Contractor must have the ability to respond with crews necessary to restore power quickly and safely in the event of any emergency situation including tropical storms, hurricanes, tornados, man-made disasters, etc. The skills necessary are working off a pole, as well as working out of a bucket, safely and efficiently. The work includes the utilization of off-road, all-terrain equipment, and bucket/lift trucks as necessary.

A. Emergency Power Restoration

The Services shall include facility restoration activities including, but not limited to, the following types of tasks:

- A. Damage assessment of distribution and/or transmission circuits including poles/structures, conductor, connecting hardware, guying systems, transformers, and associated hardware.
- B. Restoration of damaged distribution and/or transmission facilities. Duties will include but are not limited to transportation of material to work site, installation of poles/structures/conductors, conductor repair, and installation of miscellaneous line hardware.
- C. Damage assessment and restoration of power to substations and switching stations.
- D. Clean up of restoration site as directed by issuing Member; removal of damaged facilities (broken poles, damaged conductors, damaged hardware, etc.). Contractor should immediately report transformer oil spills or other environmental concerns to issuing Member.

B. Documentation Management & Support

Contractor shall provide data management and support to issuing Member during the emergency recovery effort including but not limited to the following:

A. If required, Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles.

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

Contractor must maintain all records pertaining to work performed consistent with the requirements set forth in the Agreement.

C. Reporting

Contractor shall submit periodic, written reports to issuing Member documenting the progress of power restoration. These reports may include, but are not limited to, the following:

A. Progress Reports – Contractor shall provide reports to issuing Member to detail the progress of power restoration operations. Such reports shall include: 1. Contractor's Name;

- 2. Report Date;
- 3. Location of Completed Work, including GPS coordinates for each work item completed;
- 4. A description of areas where work was done, and a general overview of the work completed (including a breakdown of value by unit or time/materials/equipment, as applicable);
- 5. The number of trucks, other equipment and personnel utilized that day; and
- 6. Other operational and complaint tracking information as requested by issuing Member.

D. Pricing

Respondents must provide their price proposal using the form provided herein, including an Hourly Rate Schedule, inclusive of all labor and equipment hourly rates, along with all mobilization and demobilization charges, and any miscellaneous charges that would be applicable to emergency power restoration work.

E. Invoicing

Work will be compensated on a time and equipment basis per the Hourly Rate Schedule submitted with Contractor's proposal. All hourly rate charges must be supported by adequate backup documentation, including, but not limited to, timesheets and equipment sheets. All invoicing must be submitted to issuing Member within 30 days of the completion of the work.

1. Procedures for Billing and Invoicing Work

Invoices must include the invoice number, work completion date, Task Release number, and a brief description of work performed.

All invoices should be sent to the mailing address provided by issuing Member. If issuing Member will accept invoices submitted electronically, issuing Member will provide applicable e-mail address for such purposes.

Any invoice submitted without the accompanying backup documentation will be returned to Contractor without payment.

2. Equipment

Any equipment costs, including equipment necessary to mobilize and/or demobilize contractor's workforce, not listed in the Hourly Rate Schedule will not be accepted unless previously approved in writing by issuing Member. Hourly rates shall include Contractor's estimated cost of fuel per hour. Contractor may charge issuing Member for the use of equipment only while the equipment is in operation (e.g., road vehicles driving portal to portal during mobilization and demobilization and equipment in operation to perform work described in the Task Release). Equipment rates will not be paid for idle equipment during mobilization, demobilization, the period of performance of the Task Release, or any other time. All equipment deployed to issuing Member will be well maintained and capable of performing the necessary storm restoration tasks at all times.

3. Fuel

Emergency circumstances may be such that it would become difficult to obtain gas/diesel fuel in the affected area. If this occurs, issuing Member will likely provide fuel in the service area. As such, contractor will charge its regular equipment rate, but will reimburse the issuing Member for cost of the fuel it receives from issuing Member. The rate of reimbursement will be issuing Member's actual cost. Issuing Member will not include the costs of renting pumper trucks, tanker trucks, mobilizing, demobilizing, or staffing mobile fueling stations into the reimbursement rate.

4. Labor

Once at the emergency work location, labor hours are billed up to 16 hours per day for each storm resource assigned to issuing Member. All hours worked by contractor's employees will be paid at the stated Storm Rate, unless Respondent indicates an alternate rate or a graduated rate scale. Contractor must maintain signed timesheets for all labor provided within a given invoice period. Timesheets will then be signed by an issuing Member's representative verifying the work performed and hours worked. Contractor will retain the original billing copy of all timesheets. A separate timesheet must be used for each task identified in a Task Release.

5. Lodging and Meals Per Diem

Contractor will be responsible for providing lodging to its employees and subcontractors if not provided by issuing Member. Lodging costs, including those incurred during mobilization and demobilization, will be reimbursed at actual invoice cost, subject to approval by issuing Member. Contractor shall provide receipts to support lodging costs including indication by name on each receipt of the employee or

subcontractor utilizing the accommodation. Contractor is expected to select the most cost-effective rates available. If issuing Member provides lodging, e.g., base camps, no separate reimbursements will be made for alternative lodging without issuing Member's written pre-approval.

Issuing Member will reimburse Contractor up to the following amount for meals (including during mobilization and demobilization) if meals are not provided by issuing Member they will be reimbursed at cost with supporting documentation, not to exceed the rates set by the General Services Administration for the area in which the work is performed (or the closest geographical listing by GSA). For example, the current GSA rates for Gulf Shores / Baldwin County, Alabama are: \$16.00 for breakfast, \$17.00 for lunch, and \$31.00 for dinner. If issuing Member provides meals, Contractor meal expenses will not be paid. If issuing Member does not provide meals, Contractor must support its meal costs with receipts. Only costs actually incurred will be paid.

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

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

6. Documentation Requirements

Invoices shall include supporting information and documentation for each individual whose work appears on an invoice submitted to issuing Member. Documentation includes:

- Name
- Job title and function
- Days and hours worked
- Description of work performed with daily logs/activity reports, including GPS coordinates for each work item completed.
- Timesheets

For each piece of equipment included on the invoice:

- Type of equipment and attachments used, including year, make, and model
- Size and capacity of equipment (e.g., horsepower, wattage)
- Locations and days and hours used with usage logs
- Operator name

For materials and supplies included on the invoice:

- Type of material/supply
- Quantity used
- Evidence of cost, e.g., receipts and invoices

Evidence (e.g., receipts, mileage records) of all other charged costs, including meals, lodging, transportation, and travel.