

EMERGENCY ENVIRONMENTAL REMEDIATION SCOPE OF SERVICES

PowerSouth Energy Cooperative (“PowerSouth”) is a generation and transmission electric cooperative headquartered in Andalusia, Alabama. PowerSouth provides wholesale power to its Members, which include 16 electric distribution cooperatives and four municipal electric systems in Alabama and northwest Florida. The scope of services to be provided pursuant to this RFP includes environmental remediation services to PowerSouth’s Members required as a result of a disaster (hereinafter “participating Members”).

I. General

The successful Respondent must be properly trained, licensed, and otherwise qualified to remove hazardous materials and restore environments to their pre-disaster condition. The contractor will be expected to provide emergency response capabilities related to assessment, cleanup, de-contamination, treatment, and disposal activities in accordance with all local, State, and Federal laws and regulations, including but not limited to, the Solid Waste Disposal Act and the requirements of the Federal Emergency Management Agency (FEMA) and the Environmental Protection Agency (EPA), among others.

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 environmental remediation 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.

Respondents are advised to propose based on the entire scope of services as defined herein; however, each participating Member reserves the right to select which specific services will be requested of Contractor through a Task Release and to add or delete services within this scope throughout the term of any resulting agreement with mutual consent.

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 environmental remediation services will no longer be needed and can be demobilized.

III. Services

A. Emergency Environmental Remediation

The Services shall include, but are not limited to, the following:

- Assessment and testing of impacted areas and assets.

- Proper separation, collection, transport, and disposal of hazardous and toxic materials, including commercial/industrial hazardous waste, white goods, e-waste, and animal carcasses.
- Site remediation, including soil and groundwater testing and remediation.
- Facility decontamination and decommissioning.
- Mold remediation.
- Asbestos abatement.
- Monitoring of environmental conditions of local assets and properties.
- Development of analysis to assist in determination whether additional environmental remediation services are needed.
- Protection and notice of remediation sites and site components, as necessary to meet EPA or other Federal, State, and local requirements.
- Assistance with development and implementation of remedial action monitoring plan.
- Obtaining all required permits.

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:

- If required, Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles.
- 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. Issuing Member may include, and Contractor may be asked to comply with, additional documentation requirements in the Task Release.

C. Pricing

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

D. Invoicing

Work will be compensated on a time and equipment basis per the Rate Schedule submitted with Contractor's proposal. All 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 Rate Schedule, will not be accepted unless previously approved in writing by issuing Member. 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 Contractor 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.

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. Only costs actually incurred will be paid. If issuing Member provides meals, Contractor meal expenses will not 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.