

MASTER SERVICES AGREEMENT FOR EMERGENCY POWER RESTORATION SERVICES

THIS MASTER SERVICES AGREEMENT FOR EMERGENCY POWER RESTORATION SERVICES (the “Agreement”) is made on this date the 1st of June, 2025 (the “Effective Date”) by and between _____ (the “Contractor”), and each of the Participating Members that have executed this Agreement at Section 42. Each Participating Member and Contractor are each referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

The Parties, intending to be legally bound, covenant and agree to the terms herein.

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- EXHIBIT A: SCOPE OF SERVICES
- EXHIBIT B: TASK RELEASE FORM
- EXHIBIT C: FEES
- EXHIBIT D: E-VERIFY AFFIDAVIT
- EXHIBIT E: ADDRESSES FOR NOTICE

Section 1. DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

- A. "Agreement" means, in controlling order: (1) any written amendments to this contract executed by all Participating Members that are Party to this Agreement and Contractor; (2) this contract between the Parties; (3) all exhibits to this contract; (4) Contractor's Proposal submitted in response to Request for Proposals.
- B. "Contractor" refers to _____, including its successors and assigns.
- C. "Day(s)" means calendar day, including weekends and legal holidays, whether capitalized or not, unless otherwise specifically provided. In the case of plural "days", those days will be consecutive.
- D. "Effective Date" means the date first set forth above.
- E. "Party" or "Parties" means each Participating Member and Contractor who are bound by this Agreement, individually or collectively as indicated in the context by which it appears.
- F. "Services" means all services required by, or reasonably inferable from, the Agreement and Exhibit A, including all labor, materials, tools, supplies, equipment, transportation, mobilization and demobilization, insurance, subcontracts, supervision, management, reports, incidentals, quality control, and other items necessary or incidental by Contractor to fulfilling Contractor's obligations.
- G. "Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services, or work to be provided by Contractor under this Agreement, including subcontractors of any tier, suppliers, and material men, whether or not in privity with the Contractor.
- H. "Task Release" means written authorizations to commence work that will define the scope of work, objective, location, completion timeframe, rates, and other useful information necessary for the Contractor to begin work.
- I. "Term" means the entire period during which this Agreement is in effect, starting on the Effective Date and continuing through the final date of termination or expiration of this Agreement, including any renewals or extensions.
- J. "Participating Member(s)" refers to PowerSouth Energy Cooperative or each of those PowerSouth electric distribution members that have executed this Agreement at Section 42, including their successors and assigns.

K. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words in the singular include the plural.

L. The word “shall” is always mandatory and not merely permissive.

Section 2. SCOPE OF SERVICES

In consideration of the payments specified in this Agreement, Contractor agrees to provide all labor, material as requested, and supervision necessary to perform the emergency services as described in Exhibit A (the “Services”), as requested by any Participating Member. Any Participating Member may request performance of Services by issuing a Task Release as described in Section 3, below.

Section 3. TASK RELEASES

- A. This Agreement describes the terms and conditions under which Services will be performed by Contractor. Contractor will be authorized to commence the provision of Services by any Participating Member’s issuance of one or more Task Releases to Contractor. A Participating Member who issues a Task Release pursuant to this Agreement is referred to herein as the “issuing Member.” In the event multiple Participating Members issue Task Releases to Contractor for the provision of Services which together are beyond Contractor’s capacity to perform, Contractor shall make a good faith determination as to which Task Release(s) it will accept and notify each issuing Member as soon as possible. In making this determination, Contractor shall take all reasonable efforts to maximize its capacity.
- B. Each Task Release will describe the specific scope of Services to be performed, specify the rates to be charged consistent with this Agreement, include a price ceiling the Contractor exceeds at its own risk if the work is performed on an hourly rate basis, and specify the time period for performance, among other things. Unless otherwise directed by the issuing Member in writing, Contractor shall not commence work under this Agreement until the issuing Member and Contractor have executed a Task Release.
- C. Each Task Release shall take the form substantially similar to the Exhibit B, attached hereto. Upon execution by the issuing Member and Contractor, each Task Release shall become a part of this Agreement as to the issuing Member and Contractor only, and subject to the terms and conditions herein. Any changes or modifications to an executed Task Release, including to the Services to be performed or method, price, or schedule of same may only be made in accordance with Section 22, Amendments and Change Orders, unless the issuing Member and Contractor otherwise agree in writing.
- D. Where the terms of a Task Release conflict with the terms of this Agreement, the Task Release prevails.

- E. In situations where a Participating Member has established agreements with multiple contractors performing the same work or services described in this Agreement, the Participating Member may give preference to one or more contractors based on a determination of best value to Participating Member which will include an evaluation of factors as described in the Request for Proposals under which the agreements were awarded. Each Participating Member reserves the right to issue a Task Release to a contractor other than the lowest priced offeror based on such determinations.

Section 4. PAYMENT TERMS

- A. An issuing Member shall pay, and Contractor shall accept, the fees set forth in Exhibit C as full compensation for all Services rendered by Contractor pursuant to a Task Release issued under this Agreement within 30 days of issuing Member's receipt and approval of Contractor's detailed invoice showing services provided during the invoice period. Invoices shall be submitted to the issuing Member's designated employee on a monthly basis unless otherwise indicated in the applicable Task Release. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. Invoice details will be verified by the issuing Member's designated employee before being paid.
- B. A ten percent (10%) retainage will be withheld by the issuing Member from each invoice until the Contractor's completion of the work described in the applicable Task Release. In order to release the retainage, Contractor must successfully complete the scope of the applicable Task Release, and receive a letter of completion from the issuing Member. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the issuing Member to repair damages caused by the Contractor to the issuing Member's property.
- C. Issuing Member may reject a payment request or invoice in writing within 20 business days after the date on which the payment request or invoice is stamped as received, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 20 business days after the date the corrected payment request or invoice is stamped as received.
- D. Issuing Member may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts it previously paid to Contractor, to protect the issuing Member from loss because of:
 - i. Defective work not remedied by the Contractor or, in the opinion of the issuing Member, not likely to be remedied by the Contractor;
 - ii. Claims of third parties against the issuing Member or the issuing Member's property;
 - iii. Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;

- iv. Evidence that the balance of the work cannot be completed in accordance with the Agreement or at the agreed rates in Exhibit C;
 - v. Evidence that the work will not be completed in the time required as indicated in the applicable Task Release;
 - vi. Recurring or persistent failure to carry out the Services in accordance with the Agreement;
 - vii. Damage to the issuing Member or a third party to whom the issuing Member is, or may be, liable; or
 - viii. Recurring or persistent failure to submit required reports or other information requested by issuing Member.
- E. In the event that an issuing Member makes written demand upon Contractor for amounts previously paid by that issuing Member as contemplated in this Section, Contractor shall promptly comply with such demand.
- F. Issuing Members shall have no duty to third parties to withhold payment to Contractor and shall incur no liability for a failure to withhold funds.
- G. If an issuing Member disputes an invoice submitted by Contractor for any reason, including lack of supporting documentation (as may be required by the issuing Member in its sole discretion), that issuing Member shall temporarily delete the disputed item and pay the remainder of the invoice. The issuing Member shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the settled amount, if any, on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

Section 5. TAXES

Contractor shall be solely responsible for paying all sales taxes on materials and equipment furnished by Contractor as part of the Services and shall not seek reimbursement from any Participating Member for any such sales taxes paid by Contractor. No Participating Member will be liable for any expenses other than those expressly authorized by that Participating Member in this Agreement or in an executed Task Release.

Section 6. NO QUANTITY GUARANTEE

- A. This Agreement does not create an exclusive right in Contractor to perform all services concerning the subject of this Agreement. Each Participating Member may procure and execute contracts with other firms for the same, similar, or additional services as those set forth in this Agreement or any Task Release.

- B. Participating Members make no express or implied representations, warranties, or guarantees whatsoever, that any particular quantity, type, task area, or dollar amount of services will be procured or purchased from Contractor through this Agreement or any Task Release; nor do Participating Members make any express or implied representations, warranties, or guarantees, whatsoever for the amount or value of revenue that Contractor may ultimately derive from or through this Agreement or any Task Release.

Section 7. CONTRACTOR'S PERSONNEL

Contractor shall replace any of its personnel or subcontractors whose performance, work, or work product under a Task Release is deemed unsatisfactory at the issuing Member's discretion.

Section 8. RESERVED

Section 9. SUBCONTRACTS

- A. Contractor shall require written subcontracts with all subcontractors and suppliers.
- B. Contractor is responsible for payment to all subcontractors utilized to render Services under a Task Release. Contractor shall execute release waivers with all subcontractors to release the issuing Member from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the issuing Member prior to payment to Contractor.

Section 10. INDEMNIFICATION

- A. Contractor agrees to indemnify and hold each Participating Member, its officers, agents, and employees harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations, and expenses, including court costs and reasonable attorneys' fees arising from this Agreement, or the services performed or goods delivered under this Agreement, which are claimed or made by any person, firm, association or corporation, including employees, workmen, servants or agents of Contractor and its subcontractors, whether or not due in whole or in part to conditions, acts or omissions done or permitted by any Participating Member. Contractor further agrees to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Contractor or against any Participating Member. In the event a Participating Member's machinery or equipment is used by Contractor in the performance of any work that might be required under a Task Release, such machinery or equipment shall be considered as being under the sole custody and control of Contractor during the period of such use by Contractor.
- B. To the extent § 725.06, Florida Statutes, is applicable to this Agreement or a Task Release issued hereunder, the following applies:
 - i. The indemnification under this Section is limited to the required coverages provided in Section 11, Insurance;

- ii. The indemnification under this Section does not require that the indemnitor indemnify the indemnitee for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than the indemnitor; any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or the indemnitee or its officers, directors, agents, or employees;
- iii. The indemnification under this Section shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

Section 11. INSURANCE

- C. Contractor shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of this Agreement, insurance of the following minimum types and amounts to protect the Contractor and the issuing Member:
 - i. As soon as possible, but no less than 48 hours after issuance of a Task Release, Contractor shall furnish each issuing Member a Certificate of Insurance issued to the issuing Member for "Any and all work performed". Certificate should indicate the issuing Member as an Additional Insured with Waiver of Subrogation on the General Liability and Auto policies and a Waiver of Subrogation on the Workers Comp. Certificate must state the name of insurer, policy number, expiration date, limits of liability and provide at least (30) days written notice of cancellation. Insurance shall be primary and noncontributory over any other insurance available. All policies should be written by an insurance company with an AM Best rating of A-VIII. Policy number shall be referenced on all endorsements. Blanket Endorsements accepted.
 - ii. Commercial General Liability Insurance, including Contractual Liability, Completed/Products, Broad Form Property Damage, and Contractors Protective Liability, if subcontractors are used. Minimum limits Bodily Injury, including Death and Property Damage, \$1,000,000 each occurrence and \$2,000,000 General Aggregate and Products/Comp Aggregate. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be provided an ADDITIONAL INSURED ENDORSEMENT per CG 20 10, or equivalent, and per CG 20 37, or equivalent, and a WAIVER OF SUBROGATION ENDORSEMENT in favor of the issuing Member. Blanket Endorsements accepted.
 - iii. Automotive Liability including Owned, Non-owned and Hired Vehicles: Minimum Limits-Bodily Injury \$1,000,000 each person, \$1,000,000 each occurrence, and property damage \$1,000,000 each occurrence. As soon as possible, but no less than 48

hours after issuance of a Task Release, the issuing Member shall be given an endorsement naming the issuing Member as an ADDITIONAL INSURED per form CA 20 48, or equivalent, and a WAIVER OF SUBROGATION ENDORSEMENT in favor of the issuing Member. Blanket Endorsements accepted.

- iv. Worker's Compensation Statutory Limits, for State(s) in which work will be performed including Longshoreman's coverage if applicable and Employers' Liability of \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limits. Please indicate on certificate if the policy covers AL & FL. As soon as possible, but no less than 48 hours after issuance of a Task Release, the issuing Member shall be provided a WAIVER OF SUBROGATION ENDORSEMENT per WC 00 03 13, or equivalent, in favor of the issuing Member. Blanket Endorsements accepted.
- D. Each issuing Member shall have the right at any time to require general liability insurance and property damage liability insurance greater than those limits required in paragraphs (A)(ii) and (A)(iii) of this Section. In any such event, the additional insurance premium or premiums payable solely as the result of such additional insurance shall be added to the Task Release price.
- E. All insurance required by this Section shall be primary over any other insurance coverage available to the issuing Member.
- F. Any Participating Member's failure to demand either a certificate of insurance or written endorsement required by this provision is not a waiver of Contractor's obligations to obtain the required insurance.

Section 12. BONDING

Upon execution of a Task Release estimated to be in excess of \$250,000 for construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services, or the supervision, inspection, and other onsite functions incidental to the actual construction, the following bonding requirements apply:

- A. A performance bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in the Task Release or, if none, the estimated total cost of the Services to be performed under the Task Release, as indicated by the issuing Member. A "performance bond" is one executed in connection with a contract to secure the fulfillment of all the contractor's obligations under such contract. The Surety shall be responsible for liquidated damages assessed for failure to complete the Services required by the Agreement and any Task Release(s). The Surety shall also be responsible for any increase or extension to the Agreement.
- B. A payment bond on the part of the Contractor for one hundred percent (100%) of the not-to-exceed amount indicated in the Task Release or, if none, the estimated total cost of the

Services to be performed under the Task Release, as indicated by the issuing Member. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Section 13. PROFESSIONAL STANDARDS

- A. 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. 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 Agreement. Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for safety and protection of the public, including securing areas, posting danger signs, placards, labels, or posting other forms of warnings against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation and/or removal of bio-solids, biohazards waste, or any hazardous or toxic materials, trash, debris, refuse, or waste, Contractor, its subcontractor(s), and their employees shall be trained and certified as required in the proper handling, use, and care of equipment, materials, and hazardous operations, and shall exercise utmost care and perform such activities under the supervision of properly qualified and competent personnel.
- B. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Section 14. LICENSES AND PERMITS

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation for performance of the Services. Contractor shall immediately notify Participating Members of any suspension, revocation, or other detrimental action against any such license, permit, or certificate.

Section 15. COMPLIANCE WITH LAWS

- A. Contractor acknowledges that Federal Emergency Management Agency (“FEMA”) financial assistance will be used to fund this Agreement. The contractor shall not use the U.S. Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- B. Contractor shall comply with all applicable local, state, and federal laws and regulations, executive orders, FEMA policies, procedures, and directives.

- C. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to Participating Members, the Contractor, or any other party pertaining to any matter resulting from the Agreement.
- D. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

Section 16. DEBARMENT AND SUSPENSION

- A. The Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. Contractor has provided a certification regarding debarment and suspension to the Participating Members. This certification is a material representation of fact relied upon by Participating Members. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Participating Members, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 17. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractor has signed and provided to Participating Members a Certification Regarding Lobbying consistent with APPENDIX A, 44 C.F.R. PART 18.
- B. Each tier certifies to the tier above that it will not and has not used federally 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 federal awarding agency.

Section 18. EQUAL EMPLOYMENT OPPORTUNITY

If this Agreement constitutes a federally-assisted construction contract as defined at 41 C.F.R. § 60-1.3, then during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of applicable executive orders, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by applicable executive orders, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked as provided in applicable executive orders, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding subparagraph (A) and the provisions of subparagraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or applicable orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Each Participating Member further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Participating Member so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Each Participating Member agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Each Participating Member further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, each Participating Member agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Participating Member under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been

received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 19. CONTRACT WORK AND SAFETY STANDARDS

To the extent this Agreement involves the employment by Contractor or any of its subcontractors of mechanics or laborers, the following provisions apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (A) of this Section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in subparagraph (A) of this Section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (A) of this Section.
- C. Withholding for unpaid wages and liquidated damages. Participating Member may upon its own action, or must, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally- assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - (i) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or

(b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

D. Subcontracts. Contractor must insert in any subcontracts the clauses set forth in this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

E. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
4. Informing any other person about their rights under CWHSSA or this part.

Section 20. **ENVIRONMENTAL COMPLIANCE**

- A. Contractor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
- B. Contractor shall report all violations to Participating Member and understands and agrees that Participating Member will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 21. DOMESTIC PREFERENCE REQUIREMENTS

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subcontracts and purchase orders for work or products under this Agreement. For purposes of this Section:

- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 22. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services—

- A. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- ii. Unless an exception in paragraph B of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

B. Exceptions.

- i. This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - (1) Are not used as a substantial or essential component of any system; and
 - (2) Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

C. Reporting requirement.

- i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph 8.6.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Contractor shall report the following information pursuant to paragraph 8.6.3 of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- iii. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

Section 23. AMENDMENTS AND CHANGE ORDERS

- A. Unless otherwise specified elsewhere in this Agreement, all modifications of this Agreement may only be made by written amendment executed by the Parties (all signatory Participating Members and Contractor).
- B. Changes to the work required under a Task Release may be made through issuance of a Change Order, in writing, by the issuing Member. A Change Order may increase or decrease the scope of services or change plans and specifications, as the issuing Member may find necessary to accomplish the general purposes of this Agreement.
 - i. Whenever a Change Order is issued and executed by both the issuing Member and the Contractor, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order, in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

- ii. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The issuing Member's decision regarding a time extension is final.

Section 24. TERM

This Agreement is effective on the date of the Effective Date and expires one year after the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement.

Section 25. TERMINATION FOR CONVENIENCE BY PARTICIPATING MEMBER

- A. Any Participating Member may terminate this Agreement as to itself at any time by giving 10 days' written notice to Contractor. The terminating Member's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- B. On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services to the terminating Member under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement for the terminating Member. As soon as practicable after receiving the termination notice, Contractor shall submit to the terminating Member a final invoice marked "FINAL" showing in detail the Services performed under this Agreement up to the termination date.
- C. TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED, IF ANY, ARE CONTRACTOR'S ONLY REMEDIES FOR A PARTICIPATING MEMBER'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM A PARTICIPATING MEMBER'S TERMINATION FOR CONVENIENCE.

Section 26. TERMINATION FOR CAUSE BY PARTICIPATING MEMBER

- A. If Contractor defaults under this Agreement, any Participating Member may either terminate this Agreement or allow Contractor to cure the default as provided below. Each Participating Member's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
 - i. Contractor fails to perform any of its material duties under this Agreement;
 - ii. Contractor becomes insolvent;

- iii. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - iv. A receiver or trustee is appointed for Contractor.
- B. If a default occurs, a terminating Member may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The terminating Member, at its sole option, may extend the termination date to a later date. If the terminating Member permits Contractor to cure the default and Contractor does so before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the terminating Member may terminate this Agreement on the termination date and pay Contractor for all Services performed to the satisfaction of the terminating Member, if any, through such date.
- C. To effect final termination, a terminating Member must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

Section 27. EFFECT OF TERMINATION BY LESS THAN ALL PARTICIPATING MEMBERS

- A. A Participating Member's termination of this Agreement is effective only as to its contract with Contractor. The Agreement shall remain effective as to all other signatory, non-terminating Participating Members for the remainder of the contract term, unless earlier terminated pursuant to the terms of this Agreement.
- B. A Participating Member that terminates this Agreement shall not be permitted to re-enter the Agreement.

Section 28. REMOVAL OF CONTRACTOR-OWNED EQUIPMENT AND MATERIALS

Upon expiration or termination of this Agreement, Contractor is permitted 10 days within which to remove Contractor-owned material and equipment from Participating Members' premises or the job site. Participating Members shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by a Participating Member as to its premises. Participating Members reserve the right to deny any extension of time.

Section 29. INDEPENDENT CONTRACTOR

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of any Participating Member.

Section 30. FORCE MAJEURE

- A. Timely performance by the Parties is essential to this Agreement. However, no Party is liable for reasonable delays in performing its obligations under this Agreement to the

extent the delay is caused by Force Majeure that directly impacts Participating Member or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services required to perform the Services, floods, hurricanes, tornadoes, ice storms, and other natural disasters, explosions, war, terrorist acts against Participating Member or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to any reimbursement of expenses or any other payment whatsoever.

- B. This relief is not applicable unless the affected Party does the following:
 - i. uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - ii. provides the other Party with prompt written notice of the cause and its anticipated effect.
- C. The affected Participating Member will review claims that a Force Majeure that directly impacts the Participating Member or Contractor has occurred and render a written decision within seven days. The decision of the Participating Member is final.
- D. An affected Participating Member may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the Participating Member.
- E. If the Force Majeure continues for more than five days from the date performance is affected, the affected Participating Member may terminate the applicable Task Release or the Agreement by giving seven days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.
- F. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

Section 31. SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the Parties.

Section 32. ENTIRE AGREEMENT

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

Section 33. APPLICABLE LAWS

- A. This Agreement is subject to the laws of the State in which the majority of the work under a Task Release is to be performed, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.
- B. Venue for any litigation relating to this Agreement brought by or against a Participating Member is the county in the State where the Participating Member's principal place of business is located.

Section 34. NOTICES

All notices to any Party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS, or any other national overnight express delivery service. The notice must be addressed to the Party to whom the notice is given at its address set out in Exhibit G to this Agreement or other address the receiving Party has designated previously by proper notice to the sending Party. Postage or delivery charges must be paid by the Party giving the notice.

Section 35. CAPTIONS

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

Section 36. NON-WAIVER

- A. If any Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- B. An approval by any Participating Member, or by any other employee or agent of any Participating Member, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. No Participating Member is authorized to vary the terms of this Agreement.

Section 37. INSPECTIONS AND AUDITS

- A. Contractor shall provide the issuing Member, the FEMA Administrator, the State Emergency Management Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires. This provision does not limit the applicable statute of limitations.
- B. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor shall provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- D. In compliance with the Disaster Recovery Reform Act of 2018, Participating Members and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 38. AMBIGUITIES

If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

Section 39. SURVIVAL

Contractor shall remain obligated to Participating Members under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

Section 40. PARTIES IN INTEREST

This Agreement does not bestow any rights upon any third party, but binds and benefits Participating Members and Contractor only.

Section 41. ASSIGNMENTS

- A. Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without all Participating Members' prior written consent.

- B. Contractor shall not delegate any portion of its performance under this Agreement without the issuing Member's prior written consent which consent shall not be unreasonably withheld.

Section 42. REMEDIES CUMULATIVE

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. No Party may terminate its duties under this Agreement except in accordance with its provisions.

Section 43. SIGNATURES

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

(Contractor)

BY: _____

ITS: _____

(SIGNATURES CONTINUED FROM PREVIOUS PAGE)

(Participating Member)

BY: _____

ITS: _____

EXHIBIT A: EMERGENCY POWER RESTORATION 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.

EXHIBIT B: TASK RELEASE

WHEREAS, _____ (“Member”) and _____ (the “Contractor”) are Parties to the Master Services Agreement for _____ (“Services”) dated as of _____ (the “Agreement”); and

WHEREAS, Member has a need for Contractor to perform the Services described below;

NOW, THEREFORE, Member hereby authorizes the Contractor to provide the Services under the terms and conditions set forth herein and, in the Agreement, of which this Task Release becomes a part upon execution.

Task Release Number:	
Date Issued:	
Project Description:	
Services Requested:	
Deliverables (e.g., reports, plans, estimates):	
Compensation / Rates:	Member shall pay Contractor for work performed in accordance with the rates and other compensation set forth in the Agreement.
Not-to-Exceed Amount (required for hourly work):	<input type="checkbox"/> Not Applicable <input type="checkbox"/> In no event shall Contractor’s compensation under this Task Release exceed __ Dollars (\$_____). Contractor is at risk, and must bear all costs and expenses that exceed this amount for work performed under this Task Release, without compensation or reimbursement by Member, unless Member and Contractor agree in writing to an adjustment prior to Contractor performing Services that would cause the price ceiling to be exceeded.
Invoicing:	Contractor must submit invoices to Member on a <input type="checkbox"/> weekly <input type="checkbox"/> monthly basis. Invoices are to be sent to the following email address(es): _____ _____
Start Date:	Contractor will indicate acceptance of the Task Release within 24 hours of the Date Issued. Contractor will commence work as soon as possible within 48 hours of the Date Issued, unless otherwise indicated herein: _____ _____ If Contractor fails to begin work within the time specified above, Contractor is responsible for a per day monetary penalty in the amount of \$_____ until work begins or Member is able to start work with another Contractor for the same scope of work. This remedy is not exclusive.
Estimated End Date:	The estimated duration of work or end date is as follows: _____

	<p>_____</p> <p>_____</p> <p>Contractor may request and Member may grant, at its discretion, an extension of the time to perform. Any request for an extension and denial or grant thereof shall be in writing.</p>
Insurance:	<input type="checkbox"/> Contractor has provided Member with Certificates of Insurance evidencing compliance with insurance requirements in the Agreement
Bonding (For Power Restoration Services Only):	<p>Do the Services Requested include construction or facility improvement?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No <p>Is the Not-to-Exceed Amount or the total cost of the Task Release expected to exceed \$250,000? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If BOTH questions are "Yes", has Contractor provided proof of bonding as required by the Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Executed on the dates set forth below by the undersigned authorized representative of Member and Contractor to be effective as of the Start Date.

_____ (MEMBER)

By: _____

Name: _____

Title: _____

Date: _____

_____ (CONTRACTOR)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C: FEES

(CONTRACTOR'S PROPOSAL)

EXHIBIT D: E-VERIFY AFFIDAVIT

STATE OF

COUNTY OF

My name is _____. I am the _____ (TITLE) for _____ (COMPANY). This Affidavit is based on my personal knowledge. I am over nineteen (19) years of age and competent to testify on the matters set forth herein.

_____ (COMPANY), in good faith, abides by the laws, rules and regulations of the State of Alabama, including, but not limited to, The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 ("Alabama's immigration law").

_____ (COMPANY) does not knowingly employ or hire unauthorized aliens.

_____ (COMPANY) further attests that it does not employ unauthorized aliens, and it is enrolled in and uses the federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a) and/or 8 U.S.C. §1324(a), which is operated by the United States Department of Homeland Security, or its successor program ("E-verify"). As proof thereof, _____ (COMPANY) has provided documentation, which is attached hereto, of its enrollment in the E-verify program.

I have read the foregoing, and it is true and correct to the best of my knowledge, information and belief.

By: _____

Company: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, _____

Notary Public

My commission expires:

EXHIBIT E: ADDRESSES FOR NOTICE

The initial addresses of the Parties for Notice, which one Party may change by giving written notice of its changed address to the other Party, are as follows:

CONTRACTOR:

Attn: _____
Address Line 1: _____
Address Line 2: _____

MEMBER:

CENTRAL ALABAMA ELECTRIC COOPERATIVE
Attn: Tom Stackhouse
103 Jesse Samuel Hunt Blvd.
Prattville, AL 36066

MEMBER:

CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC.
Attn: Steve Rhodes
1350 West Baldwin Avenue
DeFuniak Springs, FL 32433

MEMBER:

CLARKE- WASHINGTON EMC
Attn: Steve Sheffield
9000 Highway 43
Jackson, AL 36545

MEMBER:

COVINGTON ELECTRIC COOPERATIVE
Attn: Mark Parker
18836 US Highway 84
Andalusia, AL 36421

MEMBER:

DIXIE ELECTRIC COOPERATIVE
Attn: Gary Harrison
9100 Atlanta Hwy
Montgomery, AL 36117

MEMBER:

ESCAMBIA RIVER ELECTRIC COOPERATIVE
Attn: Ryan Campbell

3425 Highway 4 West
Jay, FL 32565

MEMBER:

GULF COAST ELECTRIC COOPERATIVE, INC.
Attn: John Bartley
722 W Highway 22
Wewahitchka, FL 32465

MEMBER:

PIONEER ELECTRIC COOPERATIVE
Attn: Terry Moseley
300 Herbert Street
Greenville, AL 36037

MEMBER:

POWERSOUTH ENERGY COOPERATIVE
Attn: Legal Department
2027 East Three Notch Street
Andalusia, AL 36421-2427

MEMBER:

SOUTH ALABAMA ELECTRIC COOPERATIVE
Attn: David Bailey
13192 US Highway 231
Troy, AL 36081-0449

MEMBER:

SOUTHERN PINE ELECTRIC COOPERATIVE
Attn: Vince Johnson
2134 South Blvd
Brewton, AL 36427

MEMBER:

TALLAPOOSA RIVER ELECTRIC COOPERATIVE, INC.
Attn: Louie Ward
15163 US Highway 431 S
LaFayette, AL 36862

MEMBER:

WEST FLORIDA ELECTRIC COOPERATIVE ASSOCIATION, INC.
Attn: Shawn Walling
5282 Peanut Road
Graceville, FL 32440

MEMBER:

WIREGRASS ELECTRIC COOPERATIVE, INC.

Attn: Brad Kimbro

509 N State Hwy 167

Hartford, AL 36344