

PLANTERS ELECTRIC MEMBERSHIP CORPORATION  
1740 US HIGHWAY 25 N. / PO BOX 979, MILLEN GA 30442

REQUEST FOR PROPOSALS – HELENE01  
DISASTER ELECTRICAL DISTRIBUTION DEBRIS REMOVAL SERVICES

Table of Contents

INTRODUCTION ..... 3

PROPOSAL DEADLINE/DELIVERY..... 4

**I. GENERAL INSTRUCTIONS..... 4**

    A. Submittal Instructions .....4

    B. Timeliness .....4

    C. Requests/Questions.....5

    D. Warranty .....5

    E. Basis of Contract Award.....6

    F. Point of Contact.....6

    G. Cancellation/Rejection.....6

    H. Licenses .....7

    I. Insurance Requirements .....7

    J. Confidentiality.....7

    K. Subcontracting .....7

    L. Protests .....8

    M. Withdrawal of Proposal .....8

**II. PROPOSAL FORMAT AND EVALUATION CRITERIA..... 8**

    A. Tab I: Cover Letter / Executive Summary (Pass/Fail) .....9

    B. Tab II: Respondent Qualifications (20 points/8 Page Limit) .....9

    C. Tab III: Specialized Expertise of Team Members (20 points/8 Page Limit) .....10

    D. Tab IV: Technical Approach (20 points/8 Page Limit) .....10

    E. Tab V: Cost of Services to PEMC (25 points/5 Page Limit).....10

    F. Tab VI: References (15 points).....10

    G. Tab VII: Acceptance of Conditions (Pass/Fail).....11

    H. Tab VIII: Required Forms (Pass/Fail).....11

**III. SELECTION..... 11**

    A. Evaluation .....11

**IV. AGREEMENT ..... 12**

**V. EXHIBITS ..... 13**

    Exhibit A: Scope of Work .....14

    Exhibit B: Price Proposal Form .....16

    Exhibit C: Qualification Questionnaire .....17

    Exhibit D: References .....23

    Exhibit E: Certification Regarding Debarment, Suspension and Other Responsibility Matters .....25

    Exhibit F: Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements .....28

## INTRODUCTION

Planters Electric Membership Corporation (PEMC) is a member-owned, non-profit electric cooperative that provides electric service to areas of the Southeast Georgia not served by other utilities. In early October 2024, Hurricane Helene impacted Southeast Georgia, leaving a path of over 200 miles of destruction across the area. The PEMC service territory experienced heavy rain and devastating winds, resulting in total loss of electrical service in PEMC territory. The effect of Hurricane Helene on Southeast Georgia is significant, causing widespread damage in many areas including homes, businesses, core infrastructure, and government properties.

As a result of Hurricane Helene, PEMC desires to obtain the services of one (1) or more qualified contractor that can provide services to collect, remove, and lawfully dispose of disaster generated electrical-related debris from public and private property as well as PEMC's utility right-of-way (ROW) located throughout PEMC's service territory in Burke, Jenkins, Screven, Effingham, Emanuel, Bulloch, Richmond Counties, Georgia. The respondent does not have to bid on all elements of work. Because of the ongoing impact of public safety and protection of property, time is of essence. The contractor shall provide personnel, equipment, plans, procedures and other materials and capabilities necessary to perform electrical-related debris removal operations. Respondents are to have experience in collecting, removing, and lawfully disposing of disaster-generated debris. Proposals shall document the contractor's familiarity with and history of compliance with the current Federal Emergency Management Agency (FEMA), federal, state and local guidelines and regulations as they relate to disaster-generated electrical-related debris. The full Scope of Services is described more fully in **Exhibit A**, which is incorporated into this Request for Proposals (RFP).

PEMC expects that the costs for the services contemplated under this RFP will be reimbursed with FEMA funding. As such, all work must be completed in compliance with FEMA's rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

## PROPOSAL DEADLINE/DELIVERY

All proposals in response to this RFP must be received by PEMC, in accordance with the submission instructions provided herein, on or before 1:00 PM (eastern time) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	<b>November 8, 2024</b>
All inquiries must be submitted by:	<b>November 15, 2024, at 5:00 PM</b>
Responses to inquiries, if any, issued by:	<b>November 19, 2024, at 5:00 PM</b>
All proposals due on:	<b>November 22, 2024, at 1:00 PM</b>
Anticipated date of award:	<b>November 27, 2024</b>

### All times indicated are in the Eastern time zone.

This schedule is subject to change at the sole discretion of PEMC. Interested persons or entities may obtain a copy of this RFP and any subsequent addenda from PEMC's website at [www.plantersemc.com](http://www.plantersemc.com).

## I. GENERAL INSTRUCTIONS

### A. *Submittal Instructions*

Respondents shall submit **one (1) electronic PDF proposal** to Blake Gay at [blake.gay@plantersemc.com](mailto:blake.gay@plantersemc.com). The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number. Any requirements in the RFP that cannot be met must be so indicated in the proposal. Respondents must respond to the entire RFP. **If a price proposal form is provided in Microsoft Excel format, Respondent shall return its completed price proposal form in Microsoft Excel format, in addition to the remaining portions of its response to this RFP in PDF format.**

Costs of proposal preparation, attendance at the Pre-Proposal Conference, if any, or any other costs incurred to respond to this RFP are the sole responsibility of the Respondent. PEMC assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that PEMC bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

### B. *Timeliness*

Respondent(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. If more than one (1) e-mail containing a PDF proposal is provided by the same

Respondent, the latest received proposal prior to the deadline will be considered the Respondent's final response. Respondents remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. PEMC assumes no responsibility for any Proposal not received, regardless of the reason for the delay. PEMC will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call PEMC's office to confirm receipt if a courtesy confirmation is not received via e-mail.

**Late proposals or proposals submitted in any other form than identified above will be rejected. PEMC reserves the right to excuse minor or technical departures from these instructions, in its sole judgment.**

### ***C. Requests/Questions***

Any firms interested in this RFP should send an email to Blake Gay at [blake.gay@plantersemc.com](mailto:blake.gay@plantersemc.com) to register as an interested Respondent. All inquiries, requests for additional information, and questions should also be submitted electronically to Blake Gay using this email address and must be submitted no later than the inquiry deadline listed above. For all communications regarding this RFP, the message must include the RFP number in the subject line. Responses to any inquiries received, if any, will be distributed to all firms who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above and will be posted on PEMC's website.

PEMC will endeavor to notify all Respondent(s) who have expressed interest in this RFP of any changes in the specifications contained within this RFP, however, Respondents are expected to regularly check PEMC's website for addenda and additional information and are ultimately responsible for doing so. PEMC is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry submittal deadline listed above.

No oral interpretations will be made by PEMC to any firm as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind PEMC. Only information supplied by PEMC in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Respondent(s) prior to submission of any proposal to ensure all RFP documentation has been received.

### ***D. Warranty***

Each Respondent shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions affecting the requirements of this RFP.

The contract documents contain the provisions required for the project. Information obtained from an officer, agent or employee of PEMC or any other person shall not affect the risks or obligations assumed by the Respondent/Contractor or relieve the Respondent/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by Respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Respondent will take all necessary action, at Respondent's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Respondent of the conditions contained in this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

#### ***E. Basis of Contract Award***

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of PEMC. PEMC reserves the right to make one (1) award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents, in PEMC's sole discretion, the most advantageous Proposal to PEMC and best overall value to PEMC, price and other factors being considered. **PEMC reserves the right to reject all offers or to award the contract to other than the lowest priced offeror.**

#### ***F. Point of Contact***

PEMC's Accountant, Blake Gay, will be the primary point of contact for this RFP. Under no circumstances may a Respondent contact any other PEMC employee or agent concerning this RFP until after award unless written consent or instruction is provided to do so. Any such contact may result in disqualification.

#### ***G. Cancellation/Rejection***

PEMC may cancel this RFP when it is in the best interests of PEMC, in PEMC's sole discretion. Notice of cancellation shall be sent to each Respondent that has expressed interest in this RFP pursuant to the instructions provided herein and will be posted on PEMC's website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

When it deems doing so is in its best interest, PEMC reserves the right to reject any or all Proposals, select and award any portion of any or all Proposal items, and waive minor informalities and irregularities in any Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated

signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one (1) Proposal for the same work from an individual, Respondent or corporation under the same or a different name and failure to perform or meet financial obligations on previous contracts.

#### ***H. Licenses***

If applicable, Respondent shall be properly licensed for the appropriate work specified in this RFP. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above may result in the rejection of the Proposal as nonresponsive.

#### ***I. Insurance Requirements***

Respondent shall be required to maintain the following insurance coverages:

- Comprehensive or Commercial General Liability and Third-Party Property Damage – \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess Liability – \$2,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive or Business Automobile Liability; Personal Injury (including bodily Injury) and Third-Party Property Damage – \$500,000 per occurrence
- Workers Compensation – Statutory Limits
- Employer’s Liability – \$500,000 per accident
- Professional Errors and Omissions Insurance – \$1,000,000 per occurrence, \$1,000,000 aggregate

#### ***J. Confidentiality***

Except as may be provided by other applicable State or Federal Law, all Respondents should be aware that this RFP and any communications with respect to it, including but not limited to submitted Proposals, may be considered within the public domain by virtue of PEMC’s intent to submit the resulting costs to various grant programs for Federal and/or State reimbursement. Respondents should therefore identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

#### ***K. Subcontracting***

The Respondent will be the primary service provider and shall be responsible for all work performed and Contract deliverables. If any portion of the Contract is to be let to subcontractors, proposed use of subcontracts should be included in the Respondent’s Proposal. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by PEMC. As the scope of work under this contract will be funded in whole or in part

using FEMA grant funding, pursuant to 2 C.F.R. § 200.321, if subcontracts are let, the Respondent/Contractor must take the following affirmative steps to solicit disadvantaged firms:

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

PEMC reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

#### ***L. Protests***

Any award by PEMC of the Contract as contemplated by this RFP to a Respondent shall be final and not subject to further challenge or protest.

#### ***M. Withdrawal of Proposal***

Any Respondent may withdraw its Proposal, by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 180 days after the date for opening and all Proposals shall be subject to acceptance by PEMC during this period.

## **II. PROPOSAL FORMAT AND EVALUATION CRITERIA**

To receive consideration, Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Price Proposal Form. No conditions, limitations, or provisions will be attached or added to the Price Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.



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

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by PEMC through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

As part of the evaluation process, PEMC may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to this investigation. PEMC is the sole judge in determining Respondent's qualifications.

Each Proposal must include a cover letter, executive summary, signed submittal form, general company information, key personnel and any other applicable or required documentation, as explained below.

***A. Tab I: Cover Letter / Executive Summary (Pass/Fail)***

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the firm in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed. Provide general company information, including the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, fax number, and the name(s), telephone number(s), and e-mail address(es) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Respondent's certification that the Respondent will accept any awards as a result of this RFP.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFP technical requirements. Identify the key personnel that will be committed to the project.

***B. Tab II: Respondent Qualifications (20 points/8 Page Limit)***

- Provide an overview of the Respondent's history, capability, and business ability relative to PEMC's requirements for this Scope of Work. Include information on organizational structure.
- Describe your firm's qualifications in providing disaster-generated debris removal services, specifically noting FEMA reimbursed services and any prior work performed for electric

cooperative or municipal power entities. Include any special expertise which your firm has in working with FEMA or the Georgia Division of Emergency Management (GEMA).

**C. Tab III: Specialized Expertise of Team Members (20 points/8 Page Limit)**

- Provide a list of individuals who will be assigned on site with PEMC and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the firm's engagements in the last ten (10) years.
- Identify the primary contact and their level of availability to PEMC. If lead project staff members are to be changed, request must be made in writing and pre-approved by PEMC.
- Provide the number of employees\available to perform the Scope of Work. Describe if your employees are full time employees or contracted employees.

**D. Tab IV: Technical Approach (20 points/8 Page Limit)**

- Provide a description of the firm's general approach to the proposed Scope of Work to include team organization, staff assignments, schedules, quality assurance, and accountability. This description should fully and completely demonstrate the proposers intended methods in performing the contract and specifically identify any obligations of PEMC (e.g. services and operational requirements) upon which the approach is contingent.

**E. Tab V: Cost of Services to PEMC (25 points/5 Page Limit)**

- Instructions for providing a cost or price proposal are provided in **Exhibit B**, Price Proposal Form. Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by PEMC.

**F. Tab VI: References (15 points)**

In order for the Respondent to be awarded any points for this tab, in the form provided as **Exhibit D**, Respondent must submit three (3) references from clients whose projects are of a similar nature to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, e-mail address, and telephone number.
- Client contact reference name, e-mail address, and current telephone number.
- Description of services provided.
- Time period of the project or contract; briefly describe if project met or exceeded the schedule outlined. If it did not meet the schedule outlined, explain why.
- Dollar value of project; briefly describe if the completed project met, or came under budget.

**G. Tab VII: Acceptance of Conditions (Pass/Fail)**

Indicate any exceptions to the terms and conditions of the RFP, to insurance requirements, or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Respondent may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of PEMC.

**H. Tab VIII: Required Forms (Pass/Fail)**

- Exhibit B: Price Proposal Form
- Exhibit C: Qualification Questionnaire
- Exhibit D: References Form
- Exhibit E: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Exhibit F: Certification Regarding Lobbying

**III. SELECTION**

Representatives from PEMC will review the Proposals for completeness. Those Proposals deemed complete and responsive will be evaluated.

**A. Evaluation**

Only Proposals received by PEMC in accordance with the requirements and deadlines provided shall be evaluated. The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified,” a Respondent must receive a minimum 70 points.**

EVALUATION CRITERIA	Maximum Points
Respondent Qualifications 1. Overview of Respondent’s history, capability, and business ability relative to PEMC’s requirements for this Scope of Work and organizational structure 2. Firm’s qualifications in providing disaster-generated electrical distribution damage assessments, with focus on FEMA-eligible work for electric cooperative or municipal power entities	20
Specialized Expertise of Team Members	20

<ol style="list-style-type: none"> <li>1. List of individuals, including resumes and description of specific roles</li> <li>2. Primary contact and their level of availability to PEMC</li> <li>3. Number of employees available to perform the Scope of Work</li> </ol>	
<b>Technical Approach</b> <ol style="list-style-type: none"> <li>1. Narrative description outlining the method of operation</li> <li>2. Contingencies / requirements of PEMC</li> <li>3. Capacity for multiple contractual obligations</li> </ol>	20
<b>Cost Effectiveness</b> <ol style="list-style-type: none"> <li>1. Price proposal</li> </ol>	25
<b>Similar Projects and References</b> <ol style="list-style-type: none"> <li>1. Prior experience with three similar projects</li> </ol>	15
<b>Total</b>	<b>100</b>

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

#### IV. AGREEMENT

The successful firm shall be prepared to immediately enter into contract negotiations with PEMC and must at that time deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by PEMC before the successful Respondent may proceed with the work. If PEMC and the successful Respondent cannot agree on the terms and conditions of the resulting contract, PEMC reserves the right to terminate negotiations and move to the next ranked Respondent to commence negotiations.

The contract awarded as a result of this RFP will include a unit rate fee structure as laid out in the **Cost Proposal at Exhibit B. Cost-plus-percentage-of-cost (“CPPC”) contracts and terms are prohibited. PEMC will reject any fees billed on a CPPC basis.** CPPC fees should not be included in Respondents’ price proposals.

PEMC’s intent is to negotiate an agreement with the successful Respondent for a term completion date of January 22, 2025 or until the scope of work is complete, whichever occurs first. The length of the Contract Period may be longer or shorter and is in the sole discretion of PEMC. Prices shall remain firm for the entire Contract Period. The contract must include the contract provisions required by 2 C.F.R. § 200.327 and FEMA guidance. For more information on these provisions visit [https://www.fema.gov/sites/default/files/documents/fema\\_contract-provisions-guide\\_6-14-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf). Other terms and conditions of the resulting non-exclusive contract will be negotiated with successful Respondent(s).

## V. EXHIBITS

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

- Exhibit A                    Scope of Services
- Exhibit B                    Price Proposal Form
- Exhibit C                    Qualification Questionnaire
- Exhibit D                    References Form
- Exhibit E                    Certification Regarding Debarment, Suspension and Other  
Responsibility Matters
- Exhibit F                    Certification Regarding Lobbying for Contracts, Grants, Loans, and  
Cooperative Agreements

END OF RFP – RFP EXHIBITS FOLLOW

## Exhibit A: Scope of Work

PEMC is requesting proposals for disaster recovery services including, but not limited to, clean-up, removal, reduction, and disposal of poles, wires, pole top attachments, and any other disaster electrical-related debris that has been left in PEMC's ROWs, or otherwise emanated from its ROWs, in order to eliminate immediate threats to public health and safety.

### Detailed Scope of Work

PEMC anticipates Contractor to perform electrical-related debris removal services in PEMC's ROW and on private property in instances where electrical-related debris emanated from its ROWs, where doing so is required to protect the public health and safety. PEMC's ROW consists of property upon which property owners allow PEMC to maintain, rebuild and construct overhead distribution electrical lines. The property owners permit the use of their property by executing a right of entry or by applying for electric service. PEMC has identified multiple ROW and adjacent private property locations requiring electrical-related debris removal services. Contractor must obtain PEMC's express written consent before removing debris from private property.

PEMC will provide the locations of known debris to be removed. This information is available, and respondents are encouraged to review this information in the development of its bid. However, Contractor will ultimately be responsible for removing all electrical-related debris, regardless of if the location is currently known. The total number of tons estimated for this project is unknown.

The work to be undertaken includes, but may not be limited to:

### Disaster Electrical-Related Debris Removal

- **Disaster Electrical-Related Debris Removal from PEMC's Right of Way and Adjacent Private and Public Property:** Removal of disaster electrical-related debris, including but not limited to poles, wires, and pole top attachments, from public ROW and other public and/or private properties. Removal of disaster electrical-related debris beyond the limits of public rights-of-way and other public and/or private properties may be necessary to abate imminent and/or significant threats to public health and safety of the community. Contractor should receive written approval of debris removal from properties falling outside of PEMC's ROW.
- **Tracking Debris Removal:** Contractor will photograph each transformer's serial number plate and provide a GPS coordinate of each location from which a pole, transformer, or other electrical components was removed. Contractor must also provide the GPS coordinate location in which debris was disposed.
- **Resolution of Damage Claims:** PEMC shall forward all claims of damage to Contractor daily. Contractor shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. Contractor must respond to all claims of damage within 24 hours and resolve within seven (7) calendar days. Contractor is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal, whether damage occurs on private or public property.

- Compliance of all Debris Removal Equipment: All trucks and equipment must be in compliance with all applicable federal, state and local rules and regulations. All trucks and trailers utilized in hauling disaster electrical-related debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling.
- Securing Disaster Debris: Contractor shall be responsible for properly and adequately securing disaster electrical-related debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, Contractor shall ensure that each load is secure and that no disaster electrical-related debris extends horizontally beyond the bed of the equipment in any direction. Tarps or other coverings shall be provided by contractor to prevent materials from falling or being blown from the bed.

### Electrical-Related Debris Disposal

- Debris Disposal: Contractor must dispose of all disaster electrical-related debris and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations.
- PEMC has designated one (1) pre-approved landfill to be used for this project:

Atlantic Waste Services  
 3199 Paramore Hill Rd  
 Millen, GA 30442

### Documentation

- Contractor must monitor all disaster electrical-related debris removal work and provide daily work reports/activity reports and weight tickets provided by the pre-approved landfill. The Contractor will work closely with state authorities, FEMA and other agencies to ensure that the disaster electrical-related debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- PEMC may conduct periodic inspections to ensure the electrical-related debris removal efforts are within compliance of all applicable Federal, State and local regulations.
- Documentation and Recovery Process: Contractor will provide daily the following debris removal activities:
  - a) Documentation of recovery process to include location (latitude and longitude) and a description and quantity of electrical-related debris removed;
  - b) Provide daily weight tickets/reports provided by the pre-approved landfill;
  - c) Review documentation for accuracy and quantity;
  - d) Assist in preparation of claim documentation;
  - e) Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments.

**Exhibit B: Price Proposal Form**

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Price Proposal. An authorized representative of the firm offering this proposal must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Respondent. PEMC reserves the right to hold proposals for a period not to exceed 180 days after the deadline for submission stated in this RFP before awarding the contract.

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants and cellular phones, if required, necessary to accomplish the project

<b>Disaster Electrical-Related Debris, Loading and Hauling to Pre-Approved Designated Landfills</b>			
<b>Electrical-Related Materials</b>			
1	Removal of Attachments, Wires/Cables, Hardware and all other related materials from ROW and disposal in the landfill.		/TON
2	Removal of Utility Poles from the ROW and disposal in the landfill		/ Per Pole
3	Removal of Transformer from the ROW, securing transformer in bag, and return of transformer to PEMC Maintenance yard		/ per unit
4	Remediation of Mineral Oil Spill in ROW to include removal of impacted soil, replacement of soil, and disposal of materials at approved location. The unit costs includes all documentation and photos of the remediation		/ cubic yard of soil remediated

Invoices to be based on incoming and/or outgoing weight tickets. ***Tipping fee(s) at the pre-approved landfill will be incurred by PEMC, without markup.***



### Exhibit C: Qualification Questionnaire

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. PEMC reserves the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a contractor to receive an award of a contract.

#### Identity of Contractor

- A. Contractor’s full legal name: \_\_\_\_\_
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”), and Social Security Number (“SSN”), as applicable: \_\_\_\_\_
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): \_\_\_\_\_

If the Contractor is a Joint Venture or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name: \_\_\_\_\_

TIN, EIN, or SSN: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

(2) Partner/Party Name: \_\_\_\_\_

TIN, EIN, or SSN: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Percentage of Ownership: \_\_\_\_\_

- D. State or country under whose laws the Contractor is organized and year organized: \_\_\_\_\_

- E. Number of Employees: Company wide \_\_\_\_\_ Local office \_\_\_\_\_

- F. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN or EIN listed in Part I.B., above? If so, provide the prior identifying information. \_\_\_\_\_

\_\_\_\_\_

G. Contractor's mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. Contractor's street address (complete only if different than Part I.G.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. Has the Contractor changed in address in the past five (5) years and, if so, what was the firm's prior address(es)? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

J. Contractor's telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

K. List each person or legal entity which has a 10% or more ownership or control interest in Contractor.

\_\_\_\_\_

\_\_\_\_\_

L. List the name and title of each director and principal officer of Contractor:

\_\_\_\_\_

\_\_\_\_\_

**Identify of Person Completing this Questionnaire**

A. Name: \_\_\_\_\_

B. Employer/Title: \_\_\_\_\_

C. Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

D. E-mail address: \_\_\_\_\_ Mobile number: \_\_\_\_\_

## Contractor Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Contractor signs this form, the Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, the Contractor represents that the following statements are complete and accurate.

The following questions apply to (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

Please check this box if a separate sheet is attached:

(1) Within the past five (5) years, has Contractor been declared not responsible to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(3) Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause on a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Contractor’s default or in lieu of declaring Contractor in default?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(7) Within the past (5) years, have Contractor’s safety practices/procedures been evaluated and ruled as less than satisfactory by a public or private entity?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(8) Has Contractor’s Workers’ Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five (5) years? If yes, please explain.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(9) Within the past five (5) years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(10) Within the past five (5) years, has the Contractor been accused of violating prevailing wage laws, regulations or executive orders?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

**Questions Which Must Be Answered by “Yes” or “No”**

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Contractor, Contractor’s parent, subsidiaries and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor? (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten (10) years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct.	<input type="checkbox"/> No <input type="checkbox"/> Yes
(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity.	<input type="checkbox"/> No <input type="checkbox"/> Yes
(3) Has within a ten (10) year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	<input type="checkbox"/> No <input type="checkbox"/> Yes
In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?	<input type="checkbox"/> No <input type="checkbox"/> Yes
In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?	<input type="checkbox"/> No <input type="checkbox"/> Yes
In the past five (5) years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?	<input type="checkbox"/> No <input type="checkbox"/> Yes
During the past five (5) years, has the Contractor failed to file any applicable federal, state, or local tax return?	<input type="checkbox"/> No <input type="checkbox"/> Yes

**Background**

A. Indicate if your business qualifies as one of the following:

- Small Business Enterprise
- Women’s Business Enterprise
- Minority Business Enterprise
- Labor Surplus Area Firm<sup>1</sup>

B. List any licenses your company holds. Attach a separate sheet if necessary.

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**Insurance Information**

A. Worker’s Compensation Carrier: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. CGL Carrier: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Name: \_\_\_\_\_

C. Other Carrier: \_\_\_\_\_

Coverages: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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<sup>1</sup> A list of labor surplus areas is available at <https://www.doleta.gov/programs/lisa.cfm>.

**Affidavit and Acknowledgement**

STATE OF \_\_\_\_\_) §

COUNTY OF \_\_\_\_\_) §

On the \_\_\_\_\_ day of 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_

\_\_\_\_\_ by me known to be said person, who swore under oath as follows:

1. I am \_\_\_\_\_ (print name), \_\_\_\_\_  
(print title) of \_\_\_\_\_ (print name of firm).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Qualification Questionnaire and the representations set forth in this questionnaire, including any attachments, are true, accurate, and complete. I authorize PEMC to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the Qualification Questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

\_\_\_\_\_  
Signature

Sworn to and subscribed to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Notary Public \_\_\_\_\_ County

My commissions expires: \_\_\_\_\_

**Exhibit D: References**

List three references for whom you have provided similar projects successfully completed in the past five years. Attached additional sheets if necessary.

Completed Project #1

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

\_\_\_\_\_

Completed Project #2

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Completed Project #2  
(cont'd)

Name(s) of assigned personnel:

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

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

\_\_\_\_\_

Completed Project #3

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name(s) of assigned personnel:

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

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

\_\_\_\_\_



## Exhibit E: Certification Regarding Debarment, Suspension and Other Responsibility Matters

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

### Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debaring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition

Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

#### **Instructions for Certification**

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit F: Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
CONTRACTOR Name

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date