

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

REQUEST FOR PROPOSALS

for

Grant Management Services

RFP No. GM-01
Issued: 12/4/2024
Proposals Due: 1/8/2025

Request for Proposals: Grant Management Services

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. PEMC is currently undergoing restoration efforts in the aftermath of Hurricane Helene.

PEMC is seeking to engage one or more qualified and experienced contractors to provide grant management services, more fully described in the scope of work attached as **Exhibit A** and 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.

All proposals must be emailed, with the subject line as Grant Management Services RFP, to Blake Gay at blake.gay@plantersemc.com by January 8, 2025.

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General Information

I. Project Objective

PEMC is seeking to engage the services of one or more qualified contractors (Respondent or Contractor) to provide Grant Management Services. A complete scope of services is attached as **Exhibit A** and incorporated into this RFP.

II. 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.

III. Instructions to Respondents

Respondents are expected to submit proposals that conform to the requirements of this RFP.

A. Proposal Submission

Respondents must submit one electronic copy of its proposal in PDF format via email by 5:00 P.M. on January 8, 2025 to **Blake Gay at blake.gay@plantersemc.com, subject line Grant Management RFP. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP.** Proposals received by any other means shall not be accepted.

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.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP.

B. Timeliness

Respondents may submit their proposals to the above-referenced e-mail address any time prior to the stated deadline. If more than one e-mail containing a proposal is provided by the same Respondent, the latest received proposal prior to the deadline will be considered the Respondent's final response. It is the sole responsibility of the Respondent to ensure that its proposal is received by the deadline. Proposals received after the deadline shall not be considered. PEMC assumes no responsibility for any proposal not received, regardless of the reason for the delay. The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.

Any proposal may be withdrawn until the deadline for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days or until

one or more of the proposals have been awarded, to provide to PEMC the services described in this RFP.

C. Requests, Questions, Changes, and Interpretations

Any firms interested in this RFP should send an email to Blake Gay at blake.gay@plantersemc.com to register as an interested Respondent. All inquiries, requests for additional information, and questions may also be directed to Blake Gay 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 registered firms in accordance with the deadlines stated above and will be posted on PEMC's website. 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.

PEMC reserves the right, and has absolute sole discretion, to change this RFP at any time. Any changes will be made by Addendum and distributed to registered Respondents. PEMC further reserves the right, and has absolute sole discretion, to cancel this RFP at any time prior to execution of a resulting contract. The decision to cancel a solicitation cannot be the basis for a protest.

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 applies. It is the responsibility of the Respondent(s) prior to submission of any proposal to ensure all RFP documentation has been received.

PEMC reserves the right to request written clarification of information submitted or to request additional written information of any Respondent. The request of additional information or for clarification of provided information should not be construed by a Respondent as an indication of selection to provide proposed services.

IV. Property of PEMC

All materials submitted in response to this RFP become the property of PEMC. PEMC has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

V. RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

Questions from Potential Respondents Due	December 18, 2024
Issue Addendum (if necessary)	December 20, 2024 ¹
Proposal Due Date and Time	5pm, January 8, 2025

¹ PEMC will endeavor to issue any addenda on or before this date but reserves the right to issue the addenda at any time prior to the due date and time of the proposals.

Proposal Evaluation (estimated)
Contract Negotiations/Approval (estimated)

January 15, 2025
January 17, 2025

**PEMC reserves the right to amend the anticipated schedule as it deems necessary.
All times Eastern unless noted otherwise.**

VI. Standards of Conduct / Conflicts of Interest

If applicable, Respondent shall be properly licensed for the work specified in this RFP. Respondents should 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 may result in the rejection of the Proposal as nonresponsive.

This RFP is subject to the PEMC's policy governing conflicts of interest in procurement and contract administration that may limit or prohibit certain activities of PEMC personnel and contractors. All Respondents shall submit a signed statement regarding conflicts of interest with their proposal on the form provided herein (**Exhibit B**).

VII. Disclosure and Disclaimer

Any reliance on the contents of this RFP or on communications with PEMC representatives shall be at Respondent's own risk. 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. This RFP is being provided by PEMC without any warranty or representation, express or implied, as to its content, accuracy, or completeness and no Respondent or other party shall have recourse to PEMC if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by PEMC that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

Through its own investigation and in its sole discretion, PEMC may determine the qualifications, experience, and acceptability of any Respondent. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data and information relating to Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by PEMC. Any action taken by PEMC in response to proposals submitted to this RFP shall be without any liability or obligation on the part of PEMC or its advisors.

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.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

VIII. **Contract Agreement / Compensation**

PEMC reserves the right to make one award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) is the most advantageous and provides the best 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.**

The contract will include an hourly rate fee structure as laid out in the **Cost Proposal at Exhibit D**. The contract will include a not-to-exceed amount which the contractor exceeds at its own risk. The not-to-exceed amount may be included in the contract itself, work orders (Task Release), or both. **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 the terms and conditions of the resulting non-exclusive contract by mid-January 2025. 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. Negotiations may continue in this process until PEMC is able to enter into a contract with a Respondent that best meets its needs. 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.

IX. **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

X. **Record Retention Requirements**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five years after completion of the contract resulting from this RFP. PEMC shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to PEMC at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable

locally, it shall be the Contractor's responsibility to ensure that all required records are provided to PEMC at the Contractor's expense.

The Contractor will be required to allow FEMA, or any other associated State or Federal agency, to audit and/or review all documents related to the work awarded under this RFP.

XI. Subcontracting

If the Contractor intends to subcontract any portion of the work under the awarded contract in excess of \$10,000, it must take all necessary affirmative steps to assure that small and minority businesses, veteran-owned businesses, women's business enterprises, and labor surplus area firms² are solicited and used when possible. Affirmative steps must include:

- (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.

Additionally, regardless of the amount of the subcontract, Contractor must not subcontract with any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. SAM exclusions can be accessed at www.sam.gov.

XII. Evaluation and Award

PEMC will evaluate and select the most advantageous proposal 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.

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 PEMC's investigation. PEMC is the sole judge in determining Respondent's qualifications.

² A list of labor surplus areas is available on the U.S. Department of Labor's website at <https://www.doleta.gov/programs/lisa.cfm>.

A. Evaluation Criteria and Scoring

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
Responsiveness to RFP <ol style="list-style-type: none"> 1. Comprehensiveness of proposal 2. Completeness of proposal 	5
Cost Effectiveness <ol style="list-style-type: none"> 1. Price proposal 	20
Technical Approach <ol style="list-style-type: none"> 1. Narrative description outlining the method of operation 2. Contingencies / requirements of PEMC 3. Capacity for multiple contractual obligations 	30
Experience and Qualification <ol style="list-style-type: none"> 1. Experience with similar entities 2. Experience with FEMA requirements 3. Staff qualifications and subject knowledge 4. Evidence of experience and skill 	30
Similar Projects and References <ol style="list-style-type: none"> 1. Prior experience with three similar projects 2. References from at least three entities for similar projects or work 	15
Total	100

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

XIII. Proposal Format

Each Respondent shall submit **one electronic copy in .pdf format via email to the email address shown previously** that prints in a clear, concise format, on 8½” x 11” paper, in English. The proposal shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference may be considered to have no reference materials included in the additional documents.

Proposals must be properly signed by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal. Electronic signatures are permitted.**

Only one proposal may be submitted by each Respondent. Failure to submit the required documentation in the format identified below may cause the proposal to be rejected.

A. Table of Contents

B. Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent's understanding of the scope of services, evidenced by previous experience, references, and other relevant information.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority (see **Exhibit C**).
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc., shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if State law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the State law. PEMC will not consider submittals that identify a joint partnership to be formed.

C. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by PEMC. Each Respondent is responsible for obtaining addenda.

D. Proof of Licenses (unlimited pages)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State in which services will be performed, if applicable);
- Statement or proof of required insurance;
- Proof of Respondent's Business Tax Receipt (as applicable); and
- Other proof of specific qualifications.

E. Price Proposal (unlimited pages)

PEMC will evaluate a Proposal's cost effectiveness based on Respondent's Price Proposal. Respondents are to provide a price proposal as identified in **Exhibit D** of the RFP.

F. Technical Approach (unlimited pages)

Provide a narrative description with an organizational chart outlining the methods of operation, operational structure, and services to be provided. This description should fully and completely demonstrate the Respondent's 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. In addition, the Respondent shall describe its ability to handle its various contractual obligations.

This section shall also describe the Respondent's resources, including personnel, equipment (if applicable), and any other relevant resources. Respondent shall also identify the proportion of personnel that are employees versus independent contractors or subcontractors and, likewise, the proportion of equipment that is owned versus leased, rented, or subcontracted.

G. Successful Experience and Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education, and degrees;
- Related experience and for whom; and
- Professional certifications, licenses, and affiliations.

H. Industry Experience (unlimited pages)

Respondents shall provide a summary of work performed for non-profit cooperatives, if any, and other experience that demonstrates their understanding of electric cooperative operations and facilities. Respondents shall identify previous or current clients that operate similar facilities and describe the work performed for each, if any.

I. Similar Projects and References (unlimited pages)

Respondents shall provide a minimum of three references on the forms provided (see **Exhibit E**) demonstrating their experience and/or skill with similar projects. Include whether the project was completed on time and within budget. Prior experience and skill with similar entities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

J. Default, Termination, Litigation, Debarment, etc. (unlimited pages)

Respondents should provide a summary of any default, termination, litigation, or debarment against, or which named the Respondent in the past five years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, or debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents must also sign and return the Certification Regarding Debarment, Suspension and Other Responsibility Matters and the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as **Exhibits F and G**, respectively.

K. Appendix – Other Relevant and Supporting Documentation (optional)

Respondent must submit all other exhibits not identified above in this section.

L. Required Forms (Provided for Reference; No Section “L” Required in Proposal Submission)

Respondents must submit the following forms with their proposals. Failure to provide the following forms will negatively impact a proposal’s scoring.

- Conflict/Non-Conflict of Interest Statement (attached hereto as Exhibit B)
- Authorized Signatories/Negotiators (attached hereto as Exhibit C)
- Price Proposal Form (attached hereto as Exhibit D)
- References (attached hereto as Exhibit E)
- Certification Regarding Debarment, Suspension and Other Responsibility Matters (attached hereto as Exhibit F)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (attached hereto as Exhibit G)

XIV. Representations by Submittal of Proposals

By submitting a proposal, the Respondent warrants, represents and declares that:

- (1) The person(s) designated as principal(s) of the Respondent is (are) named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- (2) The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- (3) The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between PEMC and the Respondent.
- (4) By signing and submitting a proposal, Respondent certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- (5) Respondent recognizes and agrees that PEMC will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

XV. Protests

All decisions of PEMC with respect to this RFP and resulting contract award will be final and not subject to challenge or protest.

XVI. Exhibits

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

- Exhibit A Scope of Services
- Exhibit B Conflict/Non-Conflict of Interest Statement
- Exhibit C Authorized Signatories/Negotiators
- Exhibit D Price Proposal Form
- Exhibit E References Form
- Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit G Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

END OF RFP – RFP EXHIBITS FOLLOW

Exhibit A: Scope of Services

The successful Respondent will provide all technical, administrative, training support, and other related services as outlined in this section to assist PEMC with the development, submission, and closeout of grant applications and management of all disaster-related grants in response to a Federally declared disaster. PEMC expects that grant funding will be primarily provided by FEMA, however, Respondents should be familiar with all available funding sources that may be available (or become available) to PEMC. Respondents should be prepared to assist PEMC in applying for and receiving all available funding as well as confirming no duplication between grants is occurring. Respondents should also expect to collaborate with any PEMC staff, representatives, or contractors to complete the scope of work herein.

Respondents are advised to propose based on the entire scope of services as defined herein; however, PEMC reserves the right to select which specific services the Respondent will provide and to add or delete services within this scope throughout the term of any resulting agreement with mutual consent.

Selected Contractor(s) will be required to follow Federal Regulations applicable to procurement and services as amended and updated. This will include working with Federal agencies, State agencies, and various individuals within PEMC. Some of the services the successful Respondents may be asked to perform include, but are not limited to, the following:

- Provide disaster claims consulting. Such efforts may include consulting on FEMA and other Federal grant agencies' programmatic and regulatory requirements related to cost estimation, bid document preparation, and construction and budget oversight.
- Identify all available funding sources and ensure avoidance of any duplication of benefit.
- Provide grant management advice related to FEMA and other Federal or State agency pass-through grants. The successful Respondent will review PEMC's current record-keeping strategy for documentation. Respondent will assist PEMC in developing a standard guideline as part of its plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support disaster-related costs and reimbursement from appropriate agencies. The successful Respondent is expected to coordinate with PEMC and its representatives to maximize the use of Federal and State funding.
- Prepare and submit all grant applications to the correct governmental authority for reimbursement of eligible costs associated with applicable disasters.
- Meet all stated deadlines applicable to FEMA, any other applicable Federal agency, and the State's required timelines to recover full reimbursement.
- Meet with representatives of FEMA and the appropriate State agencies as necessary to discuss PEMC's disaster-related costs and expenditures.

- Review contracts, advise PEMC on the establishment of contracts for services or supplies related to recovery from the event, and advise on the scope of work development for said contracts.
- Prepare any required supporting documentation that must accompany the Project Worksheets, including working with PEMC to gather details related to employee fringe benefits, overtime, etc., for labor rates to provide to FEMA or any other applicable agency.
- Work with appropriate PEMC staff to assist the Federal or State Agency in providing the necessary information, e.g., insurance policies and personnel policies as requested by those or other agencies to complete necessary documentation for reimbursement and or grant application. Research as necessary to complete all forms.
- Assist in completing the appropriate documentation required for Federal and State reimbursement, and the submittal of all eligible expenditures to the appropriate agencies, within required deadlines.
- Identify and quantify all eligible expenses for reimbursement.
- Assist in tracking all documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements.
- Ensure that PEMC understands why certain expenditures were disallowed or deobligated, if any, and ensure that all appeal avenues are utilized.
- Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by PEMC and submitted for reimbursements versus those actually received.
- Provide copies of all documentation transacted for reimbursement and offer any coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.
- Compile and provide all necessary backup documentation, e.g., invoices, equipment usage documents, etc. to ensure full reimbursement and/or establish grant eligibility. Submitted documentation must withstand a FEMA, Federal, or State audit, and the successful Respondent will have to support the work for which they are assisting PEMC.
- Assist the specialized FEMA teams as they become necessary in the process. FEMA teams may be assigned to PEMC to review the reimbursement in this particular area. The successful Respondent would work with this team as necessary to assist in getting reimbursement for PEMC.
- Maintain records of all the documentation provided by PEMC submitted to any outside agency for reimbursement and provide PEMC with said copies upon request at any point in the process.
- Assist with developing closeout strategies and procedures for PEMC and assist PEMC with implementation of those strategies and procedures.

- Assist with responding to any requests for audit information by any source.
- Provide miscellaneous services not otherwise described, but which PEMC may require during the course of the contract, or any other tasks associated with FEMA grant management or documentation reimbursement process as requested by PEMC.
- Provide periodic reports as directed by PEMC that summarizes work performed by Contractor as well as Contractor's budget updates.

The successful Respondent will also provide PEMC with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include the total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.

Exhibit B: Conflict/Non-Conflict of Interest Statement

CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Litigation Statement

CHECK ONE

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Signed, as to both statements:

Company Name

Authorized Signature

Name (Print or Type)

Title

Exhibit C: Authorized Signatories/Negotiators

The Respondent represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____
-------	-------

Company Name

Authorized Signature

_____	_____
-------	-------

Name (Print or Type)

Title

The Respondent shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership

Joint Venture Corporation

Other: _____

State of Incorporation: _____

Federal I.D. Number: _____

E-mail Address: _____

Exhibit D: Price Proposal

Respondents must submit a price proposal using this Price Proposal form. Prices shall be on an hourly rate basis and cover the cost of any necessary labor and equipment. If any costs or expenses are not included in the attached Price Proposal form, specify the nature of these costs or expenses and provide an estimated dollar value that Respondent reasonably expects to be incurred.

Unless otherwise indicated in this Scope of Services, all services performed under this contract shall be paid in accordance with this Price Proposal and any resulting Task Release, which may include a reasonable not-to-exceed amount that the Contractor exceeds at its own risk, as required by 2 C.F.R. § 200.318(j). Prices entered herein shall not be subject to withdrawal or escalation by Respondent.

PROPOSED HOURLY RATES

Respondent may offer different or additional labor categories by attaching a separate sheet. Respondent must provide job descriptions for each labor category. Evaluation of pricing will compare rates based on job descriptions, rather than job title, as appropriate.

Item No / Position Description	Job Description	Unit Price Per Hour
1. Project Executive/Contract Manager		\$
2. Project Manager		\$
3. Public Assistance Specialist		\$
4. Project Specialist		\$
5. Administrative Support/Data Manger		\$
6. Subject Matter Expert		\$
7. Closeout Specialist		\$

- Labor rates shall include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned, including any costs associated with necessary software or data management.
- Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved by PEMC.

Exhibit E: 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 F: 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 debarring 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 G: 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