



Gulf Coast Electric Cooperative

A Touchstone Energy® Cooperative 

GULF COAST ELECTRIC COOPERATIVE INC.

722 WEST HIGHWAY 22
WEWAHITCHKA, FL 32465

REQUEST FOR PROPOSALS (RFP) No. GCEC_202407

GCEC Wewahitchka Office Design-Build

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I. INTRODUCTION

Gulf Coast Electric Cooperative, Inc. (GCEC) is a member-owned electric cooperative that provides electric service to areas of the Florida panhandle not served by other utilities. Approximately 110 GCEC Employees serve more than 23,000 meters and 2,500 miles of lines in Bay, Calhoun, Gulf, Jackson, Walton, and Washington Counties in conjunction with the municipalities of Wewahitchka, Ebro, Lynn Haven, White City, Fountain, and Southport. GCEC also serves Tyndall Air Force Base in Bay County through a Utilities Privatization Contract with the Federal Government.

Gulf Coast Electric Cooperative is seeking proposals from qualified design-build companies to assist in the design and construction of the Cooperative's new headquarter facility located at 722 W. Highway 22, Wewahitchka, FL, 32465. Services will be based on the requirements below and the general terms and conditions set forth in a Services Agreement ("Agreement").

II. SCOPE OF WORK

A detailed scope of work and other critical project information is provided in **Exhibit A**.

III. PROPOSAL DEADLINE/DELIVERY

All proposals in response to this RFP must be received by GCEC, in accordance with the submission instructions provided herein, 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 and other required documents are received on time.

Solicitation release date:	June 28, 2024
Exhibit B: Notification of Intent to Respond:	July 12, 2024 @ 4:00 PM CT
All inquiries must be submitted by:	July 19, 2024 @ 4:00 PM CT
Responses to inquiries, if any, issued by:	August 2, 2024 @ 4:00 PM CT
All proposals due on:	August 13, 2024 @ 12:00 PM CT
Anticipated date of award:	August 23, 2024

NOTE: This schedule is subject to change in the sole discretion of GCEC. All times indicated are in the Central time zone.

IV. GENERAL INSTRUCTIONS

Submittal Instructions

Respondents shall submit **one electronic PDF proposal** to Hunter Bailey at hbailey@gcec.com. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP along with your company name. The subject line of the e-mail transmitting the PDF should also indicate the RFP number along with your company name. 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.

Timeliness

Respondent(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. If more than one 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. Respondent(s) remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. GCEC assumes no responsibility for any Proposal not received, regardless of the reason for the delay. GCEC will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call GCEC'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.**

Requests/Questions

Any firms interested in this RFP should send the completed Exhibit B: Notification of Intent to Respond via email to GCEC Hunter Bailey at hbailey@gcec.com. All inquiries and requests for additional information should also be submitted electronically to Mr. Bailey using this email address and must be submitted no later than inquiry deadline listed above. For all communications regarding this RFP, the message must include the RFP number in the subject line. Responses to inquiries received, if any, will be distributed to all bidders who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above.

Respondent(s) who have expressed interest in this RFP shall be notified of any changes in the specifications contained within this RFP. **GCEC 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 GCEC to any bidder as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind GCEC. Only information supplied by GCEC 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.

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 and 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 GCEC 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.

Basis of Contract Award

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of GCEC. GCEC 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) represents, in GCEC's sole discretion, the most advantageous Proposal to GCEC and best overall value to GCEC, price and other factors being considered. GCEC reserves the right to reject all offers or to award the contract to someone other than the lowest priced offeror.

Point of Contact

Hunter Bailey, GCEC's Financial Information & Grants Compliance Analyst, will be the primary point of contact for this RFP. Under no circumstances may a Respondent contact any other GCEC 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.

Cancellation/Rejection

GCEC may cancel this RFP, or reject it in whole or in part, when it is in the best interests of GCEC, in GCEC'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. 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 comparable items.

When it deems doing so is in its best interest, GCEC 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 Proposal for the same work from an individual, Respondent, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

Licenses

Respondent(s) 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.

Insurance Requirements

Applicable insurance requirements are provided in **Exhibit F**, Insurance Requirements.

Confidentiality

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many 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 GCEC'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.

Affirmative Steps

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 GCEC. The awarded company of this RFP must follow GCEC's procurement policies and procedures for procuring additional contractors for services not performed by said company. This will begin at the start of this agreement and remain in effect for the life of the agreement. 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) Any project, (or portion of a project that is bid individually) that exceeds \$250,000 must go through a competitive bid RFP process.
- (2) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (3) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (4) 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;
- (5) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (6) 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.

GCEC 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. Awarded contractor agrees to include and communicate with GCEC personnel at all times during procurement processes under this agreement.

Protests

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

Withdrawal of Proposal

Any Respondent may withdraw its Proposal, either personally or 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 GCEC during this period.

V. 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. Proposals shall be submitted on 8 ½-x-11-inch paper. There is no page limit for this proposal, although there is a page limit for specific sections of the proposal. Minimum font size shall be 11 points. Each submission must include the following documents divided by individual tabs, as explained in more detail below:

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

- a. 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.

B. Tab II: Executive Summary (5 points / 2 Page Limit)

- a. 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.

C. Tab III: Respondents Qualifications (20 points / 8 Page Limit)

- a. Provide an overview of the Respondent's history, capability, and business ability relative to GCEC's requirements. Include information on organizational structure.
- b. Describe your firm's qualifications in designing and constructing projects similar to the nature of this one. Especially notate projects that were completed by your firm for electric cooperatives, Independent Owned Utilities, and any other comparable facilities such as city and county facilities. Please provide pictures, budgetary vs. actual costs, and projected vs. actual project timelines for 4-5 of these projects.

D. Tab IV: Specialized Expertise of Team Members (15 points / 8 Page Limit)

- a. Provide a list of individuals who will be assigned (on site) to the service engagement with GCEC 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 years.
- b. Identify the primary contact who will be actively engaged in serving the account and identify the current client workload of this individual, including the locations of other clients. If lead project staff members are to be changed, request must be made in writing and pre-approved by GCEC.

E. Tab V: Technical Approach (20 points / 8 Page Limit)

- a. Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality

assurance, and accountability. Additionally, provide explanations on how your firm will approach each portion of the process listed below:

- i. Design and Architectural Services – Does your firm have in-house personnel that will handle all aspects of the design and architectural services portion of this project, or will outside contractors beyond your firm be procured?*
 - ii. Site, Civil and Structural Design and Engineering – Does your firm have in-house personnel that will handle all aspects of the Site and Civil Design, or will this portion of the project be performed by outside contractors?*
 - iii. Site, Civil and Structural Construction – Does your firm have in-house personnel that will perform all aspects of the Site, Civil and Structural Construction portions of this project, or will outside contractors be procured?*
- b. Provide your firms estimated available start date to begin working with GCEC on the planning and design of this project. Also, if capable provide an estimated completion date for the total project assuming you are awarded on August 16th.
- c. Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.
- d. Describe the benefits and challenges of your company and team. No points will be provided if the Proposer believes there are no challenges in past jobs.

F. Tab VI: Cost of Services to GCEC/Price Proposal (30 points/5 Page Limit)

- a. Provide a cost or price proposal shall be submitted in PDF format breaking down the cost of all fees and fee structures for the service items listed below in section B of this tab. Final pricing and total amount of quote should be stated clearly. Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by GCEC.
- b. Specific pricing breakdowns will need to be provided for the following services of this agreement:
 - i. Consulting Services:*
 - ii. Complete Design Services:*
 - iii. Complete Engineering Services:*
 - iv. Construction Management Services:*

G. Tab VII: References (10 points)

- a. In order for the Respondent to be awarded any points for this tab, 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:
 - i. Client name, address, e-mail address, and telephone number.
 - ii. Client contact reference name, e-mail address, and current telephone number.
 - iii. Description of services provided.
 - iv. 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.
 - v. Dollar value of project; briefly describe if the completed project met, or came under budget.

H. Tab VIII: Acceptance of Conditions (Pass/Fail)

- a. 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 GCEC.

I. Tab IX: Required Forms (Pass/Fail)

- a. Exhibit B: Notification of Intent to Respond
- b. Exhibit C: Qualification Questionnaire
- c. Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- d. Exhibit E: Certification Regarding Lobbying

VI. SELECTION

Upon receipt, Hunter Bailey will complete a limited review of the Proposals for obvious completeness. Those Proposals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

The Evaluation Committee may consist of three (3) or more members. GCEC or designee shall determine the Evaluation Committee that will best serve the needs of GCEC.

Evaluation

Only Proposals received by GCEC that are compliant with requirements and deadlines provided shall be evaluated. The ranking of proposals shall be based upon the points awarded in the scoring process utilizing the evaluation criteria in this RFP.

The best-qualified Respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet.

Presentation/Interviews

The Evaluation Committee may choose to conduct formal presentations/interviews with any or all Respondents prior to making an Award.

VII. CLARIFICATIONS AND NEGOTIATIONS

GCEC reserves the right to award a contract based on initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. GCEC reserves the right to conduct clarifications or negotiations with one or more Respondent(s). All communications, clarifications, and negotiations shall be conducted in writing and in a manner that supports fairness in response improvement.

A. Clarifications

- a. GCEC may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to GCEC's specifications or requirements. GCEC may seek to clarify those issues identified during one or multiple clarification rounds, which will be communicated to all potential respondents. Each clarification sought by GCEC may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

B. Negotiations

- a. GCEC may elect to negotiate with one or more Respondent(s) by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. GCEC reserves the right to conduct multiple negotiation rounds or no negotiations at all.

C. Cost Negotiations

- a. All respondents selected for negotiation by GCEC will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented. Additionally, GCEC may conduct target pricing and other goods or services level negotiations. During price negotiations, Respondents are not obligated to reduce their pricing to target process, but no Respondent is allowed to increase price.
- b. If GCEC determines that it is unable to successfully negotiate terms and conditions of the Subcontract with the apparent best evaluated Respondent, GCEC reserves the right to bypass the apparent best evaluated Respondent and enter contract negotiations with the next apparent best evaluated Respondent.

VIII. AGREEMENT

The successful firm shall be prepared to immediately enter into contract negotiations with GCEC, and must at that time deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by GCEC before the successful Respondent proceed with the work.

GCEC's intent is to negotiate an agreement with the successful firm for a term to complete the work issued along with this RFP. The length of the Contract Period may be changed under the sole discretion of GCEC. Prices shall remain firm for the entire Contract Period, unless negotiated and approved by Executive Leadership and the Board of Directors. Additional items/services related to those described in Exhibit A may be added to the resultant Contract, in compliance with applicable State and federal regulations.

The contract will contain the provisions required by 2 C.F.R. § 200.326 and FEMA guidance.

[END OF RFP DOCUMENT – EXHIBITS & ATTACHMENTS TO FOLLOW]

Exhibit A: Scope of Work

Gulf Coast Electric Cooperative (GCEC) is seeking qualified companies to design and construct a new facility at their headquarters office location at 722 W. Highway 22, Wewahitchka, FL, 32465. GCEC's current facility sits on 12.56 acres, some of which was constructed as early as the 1950's. As GCEC continues to see growth within its service territory, it is evident that existing buildings will not meet the needs of the Cooperative to serve its members in years to come. It is desired to contract with a company that has experience and expertise in design-build projects of a similar nature.

For GCEC to deem the bid package submittal successful, it shall include all items in section V of this RFP with special emphasis on sections: **(V.C: Tab III)** A list of 4-5 projects comparable in scale to the Cooperative's with pictures, budgetary and actual project numbers, and projected and actual timelines. **(V.F: Tab VI)** The contractor's proposed estimated fee and fee structure for services provided under this RFP for consult and design-build.

Demolition – All existing structures on the property, outlined in a white border on Page 15 of this RFP, would be demolished.

Site and Civil Design – The contractor will be responsible for the Site and Civil Design for the Headquarter property. They will ensure that all aspects of GCEC operations are considered, to provide optimal efficiency and continuity.

Buildings – GCEC projects the following buildings to be constructed upon completion:

- *Main Headquarter Office*: Proposing construction of a 12,000 – 14,000 office building, we are undecided on construction materials to be used but are leaning towards cinderblock. Our only requirement would be that this building, and any others constructed will have to meet and/or exceed the minimum wind ratings for our area. This office would have perimeter staff offices with a lobby and office space for the GCEC Member Services Department. In the center of this building would be GCEC's disaster response control room where dispatch functions will be carried out as needed. We would like to have a dedicated boardroom inside this building with a kitchenette as well as a common/meeting area for employees that will house 50-75 employees with a fully attached kitchen.
- *Warehouse/Operations/Engineering*: Proposing construction of a red-iron ~ 10,000 square foot warehouse & office facility which will be located directly behind the main HQ building connected by a breezeway. This facility will also contain individual offices for GCEC warehouse, operations, and engineering personnel, as well as a larger common area where groups of 5-10 employees can gather to complete paperwork. A meeting room would be required in this facility that could safely house 20-30 employees.
- *Truck Storage*: For truck storage we are proposing building a red-iron ~11,000 square foot open truck storage shed directly connected to the rear of the warehouse facility. This shed will have tall, open bays to house any of GCEC's vehicles and equipment that

needs to be placed under covered storage. The bay closest to the warehouse will be utilized for loading/unloading materials and will need to be large enough to facilitate a semi with a 53' trailer pulling in and out for loading and unloading with ease. Air and Water outlets will be fixed at each of the red-ironed structure columns on both sides of the truck storage shed.

- *Maintenance*: Attached to the end of the truck storage shed will be a 25' x 100' bay specifically used for vehicle and equipment maintenance. This bay will need to have all the required equipment installed: Vehicle Lift, Air Compressor, etc.

- *Truck Wash*: Attached to the end of the maintenance bay, there will be an additional 25' x 100' bay specifically for vehicle and equipment washing. This bay will need to have a fixed pressure washing system installed with adequate in-floor drainage that is built so that mud and other materials do not cause an obstruction in the drainage system.

- *Covered Material Storage*: There is a possibility of a need for additional covered material storage if space permits. If needed, this will be a ~10,000 square foot red-ironed structure that will be built adjacent to the wash bay, extending the overall structure length.

- *Fuel Island*: There will need to be a separate structure built on the property that will house fuel stations and above ground storage tanks for fuel storage. There will need to be ~4 Unleaded fuel and ~4 Diesel dispensaries.

Property Address:

Gulf Coast Electric Cooperative – 722 W. Highway 22, Wewahitchka, FL, 32465



Exhibit B: Notification of Intent to Respond

GCEC Wewahitchka Headquarter Office Design-Build

(Return signed statement no later than July 12, 2024, by 4:00 P.M. CST)

On behalf of the contractor identified below:

() I hereby certify that that it intends to submit a proposal.

() I hereby certify that that it does NOT intend to submit a proposal.

Authorized Signature

Individual/Institution/Firm

Title

Date

Email Address for Receiving Notices

*****NOTE*****

Email this completed form back to Hunter Bailey at hbailey@gcec.com to be eligible for further communications regarding this RFP by the due date above.

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. GCEC 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 G.): _____

- I. Has the Contractor changed addresses 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 Firm¹

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

¹ A list of labor surplus areas is available at <https://www.dol.gov/agencies/eta/lsa>.

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: _____

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 GCEC 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: Certification Regarding Debarment, Suspension and Other Responsibility MattersINSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning 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 submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 AN VOLUNTARY
EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

Contract Number

Name

Title

Signature

Date

Exhibit E: 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

Exhibit F: Insurance Requirements

Prior to execution of a contract awarded under this RFP, the selected Respondent shall submit one original certificate of insurance, signed by an authorized representative of the insurance company, stating complete compliance with the following specifications. Notwithstanding any other provision of this RFP or the contract, GCEC shall have no obligation to execute a contract or make any payment to the selected Respondent until all insurance requirements are met. The Certificate of Insurance shall be provided to:

GULF COAST ELECTRIC COOPERATIVE, INC.
ATTN: HUNTER BAILEY, FINANCIAL INFORMATION & GRANTS COMPLIANCE ANALYST
722 W HWY 22 WEWAHITCHKA, FL 32465
HBAILEY@GCEC.COM

Contractor's insurance shall be written for the following types and limits and shall be maintained, at their expense, for the life of the Contract.

A. Workers' Compensation & Employer's Liability

1. Coverage A – Statutory

2. Coverage B – Employer's Liability

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee

3. Waiver of Subrogation in favor of Gulf Coast Electric Cooperative where permitted by law.

B. Commercial General Liability

1. Combined Single Limit

\$ 1,000,000	Each Occurrence
\$ 2,000,000	Aggregate

2. Coverage Required: Premises-Operations; Explosion; Collapse Underground; Products/Completed Operations; Independent Contractors; Blanket Contractual Liability; Broad Form Property Damage; Personal Injury Liability

3. Coverage shall include per project aggregate endorsement.

4. Primary Additional Insurance: The following wording must appear on the certificate. We will not accept an endorsement attached to the certificate.

GULF COAST ELECTRIC COOPERATIVE, INC. and UNITED STATES OF AMERICA are additional insured under Contractor's general liability policy. Coverage under such policy shall be primary with GULF COAST ELECTRIC COOPERATIVE, INC. and any GCEC insurance policies, or loss coverage, being excess over the Contractor's coverage.

C. Commercial Automobile Liability

1. Combined Single Limit of \$ 1,000,000 Each Occurrence
2. Coverage Required: All owned automobiles, non-owned automobiles, and hired automobiles.

If Contractor does not own any vehicles, the certificate must show Hired and Non-Owned Automobile Liability and must attach a letter stating that Contractor does not own any vehicles.

D. Umbrella Liability \$ 1,000,000

E. Professional Liability (if required) \$ 1,000,000

F. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days written notice has been given to GULF COAST ELECTRIC COOPERATIVE, INC.

G. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting GULF COAST ELECTRIC COOPERATIVE, INC.'s interest shall not be effective (1) for such period as the laws of the State of Florida prescribe, or (2) until thirty (30) days after the insurer or the Contractor gives written notice to the Contracting Office, whichever period is longer.

Exhibit G: Draft Services Agreement**GULF COAST ELECTRIC COOPERATIVE, INC.
SERVICES AGREEMENT
2024 – GCEC Wewahitchka Office Design-Build**

This Professional Services Agreement ("Agreement") is entered into, to be effective as of _____ ("Effective Date"), by and between **GULF COAST ELECTRIC COOPERATIVE, INC.**, a cooperative headquartered at 722 W. Highway 22, Wewahitchka, FL 32465 ("GCEC"), and _____ ("Contractor").

RECITALS

WHEREAS, Contractor has experience and expertise in the business of providing design-build services ("Services");

WHEREAS, GCEC desires to have Contractor provide such Services to GCEC; and,

WHEREAS, Contractor desires to supply such Services to GCEC on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Contractor and GCEC hereby agree as follows:

1. Contractor Services. Contractor agrees to provide, in accordance with the terms of this Agreement, the Services as set forth in RFP No. GCEC 202407 – GCEC Wewahitchka Office Design-Build. The Services and deliverables resulting therefrom shall also be collectively and individually known as the "Product." Contractor shall control the manner in which the Services are provided, giving due consideration to the requests of GCEC.
 - 1.1 Nothing herein shall be deemed to preclude GCEC from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor hereunder or from independently developing or acquiring materials or programs that are similar to, or competitive with, the Services.
 - 1.2 Contractor shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without GCEC's prior written consent and any attempt to do so shall be void and without further effect. GCEC's consent to Contractor's right to subcontract any of the Services shall not relieve Contractor of any of its duties or obligations under this Agreement, and Contractor shall indemnify and hold GCEC harmless from any payment required to be paid to any such subcontractors.
2. Staff of Contractor. Contractor shall designate the individual staff to perform the Services, but GCEC may request specific staff of Contractor. If GCEC, at any time in its reasonable discretion, determines that any staff assigned by Contractor is unsuitable for the performance of the Services, GCEC shall advise Contractor of such determination, and Contractor shall immediately remove such staff, and, at GCEC's request, promptly provide replacement staff acceptable to GCEC.

3. Term and Termination. This Agreement is legally binding as of the Effective Date, and, unless terminated as provided herein, shall continue until terminated by GCEC. GCEC may terminate this Agreement or any services, in whole or in part, at any time for any reason upon written notice to Contractor.
4. GCEC Resources. Where GCEC provides resources (e.g., vehicles, machinery, etc.) to Contractor that are required for the exclusive purpose of providing the Services, Contractor agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. Contractor shall return the resources to GCEC in substantially the same condition as when Contractor began using the same, ordinary wear and tear excepted.
5. Fees and Billing Procedures. GCEC agrees to pay Contractor for the Services
 - 5.1 Time of Payment. Any sum due Contractor for Services performed which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by GCEC of an invoice from Contractor.
 - 5.2 Payment for Services method will be negotiated between GCEC and contractor post project award.

*****Payment Schedule to Be Determined at a Later Date*****

Payment Schedule for RFP # GCEC_202407 – GCEC Wewahitchka Office Design-Build

Payment Schedule To Be Determined upon contract award

Ceiling Price of Contract Award: **To be Determined**

5.2.1.1 The Contractor exceeds the Ceiling Price of Contract listed above at its own risk.

- 5.3 Billing Procedures. Unless otherwise provided for, Contractor shall bill to GCEC the sums by Contractor's invoice, of project completion status at agreed upon intervals of performance draws. **Contractor agrees to individually itemize invoices material furnished under this contract.** Where Contractor is engaged on more than one scope of work, Contractor shall submit a consolidated invoice. Unless otherwise specified by GCEC, Contractor shall forward invoices in PDF format to the Accounting Clerk at accounting@gcec.com – Copying jbarnes@gcec.com & hbailey@gcec.com on that email.

Payment will be made, less 10% retainage, after services have been completed per payment schedule outlined above in section 5.2. The retained amount shall be paid by GCEC after completion of all Services and acceptance of those Services by GCEC.

- 5.4 No Additional Charges. Except for the draws described above and any changes in scope agreed upon in writing, GCEC shall not be billed for, or be obligated to pay to Contractor any charges, expenses, or other amounts for the Services or otherwise.
- 5.5 Credits. Any amounts due from Contractor may be applied by GCEC against any fees due to Contractor. Any such amounts that are not so applied shall be paid to GCEC by Contractor within thirty (30) days following GCEC's request.
- 5.6 Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Contractor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon GCEC, and no action by GCEC (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding GCEC with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Contractor and GCEC in writing, and is binding upon GCEC with respect to such invoice by virtue of this Agreement or a binding amendment thereto.
- 5.7 Auditable Records; Dispute Resolution. Contractor shall maintain accurate records of all fees billable to, and payments made by, GCEC in a format that will permit audit by GCEC for a period of not less than three (3) years after termination of this Agreement. This Section shall survive the termination of this Agreement.
- 5.8 Taxes. Contractor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Contractor agrees that GCEC is not responsible to collect or withhold any federal, state, or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Contractor or its employees. Any and all taxes, interest or penalties, including, but not limited to, any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Contractor or, if assessed against and paid by GCEC, shall be reimbursed by Contractor upon demand by GCEC.
6. Acceptance Period. Unless otherwise specified in the applicable scope of work, for all Services provided under this Agreement, Contractor grants to GCEC a thirty (30) day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to GCEC. GCEC shall have the right to reject the Services, in whole or in part, during the applicable Acceptance Period for Contractor's failure to successfully meet the specifications as contained in the applicable scope of work, with such determination to be made in GCEC's reasonable judgment. At the end of the applicable Acceptance Period, if GCEC has not rejected the Services, the Services shall be deemed to be accepted by GCEC; provided, however, that GCEC's acceptance of the Services shall not be deemed a waiver of any of GCEC's warranty rights as expressly provided herein. In the event GCEC rejects the Services within the initial Acceptance Period, Contractor shall, upon receipt of written notice from GCEC, be given an additional thirty (30) day period to cure any deficiency identified by GCEC. In the event Contractor is unable to cure said deficiency within this additional thirty (30) day period, GCEC may, in its sole discretion: (a) at no additional cost to GCEC, require Contractor to immediately provide additional staff, as required, so as to not impact GCEC's project completion dates, to perform further work on the Services not accepted or to provide proof that changes are not necessary; or, (b) terminate the applicable scope of work in part with respect to Services not accepted, in which event any and all fees paid by GCEC to Contractor in connection

with the Services shall be refunded to GCEC in full and GCEC shall have no further obligations to Contractor with respect to such Services; provided, however, that the foregoing shall not be deemed to limit GCEC's other rights to terminate this Agreement as provided herein, any other rights GCEC may have at law or in equity, or Contractor's warranties as expressly provided herein.

7. Change Control Procedure. GCEC or Contractor may, at any time upon written notice to the other party, request increases or decreases to scope of the Services.
 - 7.1 GCEC Increases to Scope. If GCEC requests an increase in the scope of Services, GCEC shall notify Contractor in writing, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Contractor shall provide the GCEC Project Manager with a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Contractor's response is approved by the GCEC Project Manager, the same shall issue a change control form ("Change Control Form"), which will be approved by the GCEC and executed by the Contractor.
 - 7.2 Contractor Increases to Scope. Contractor may request additions to scope by providing the GCEC Project Manager with a written request that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If Contractor's request is approved by the GCEC Project Manager, GCEC's Project Manager shall issue a Change Control request, which will be approved by the GCEC and executed by the Contractor.
 - 7.3 Decreases to Scope. GCEC shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope of the Services. In such case, the fee for the applicable scope of work will be reduced by an amount consistent with the decrease in scope.
8. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
 - 8.1 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
 - 8.2 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or

intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.3 Remedies for Breach of Obligation of Confidentiality. Contractor acknowledges that breach of Contractor's obligation of confidentiality may give rise to irreparable injury to GCEC and the customers of GCEC, which damage may be inadequately compensable in the form of monetary damages. Accordingly, GCEC or customers of GCEC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of GCEC, the immediate termination, without penalty to GCEC, of this Agreement in whole or in part.

8.4 The provisions of this Section shall survive the termination of this Agreement.

9. Rights to Work Product.

9.1 GCEC and Contractor each acknowledge that performance of this Agreement may result in the discovery, creation, or development of inventions, methods, formulae, techniques, processes, improvements, strategies, and data and original works of authorship, in whatever form, first produced or created by or for Contractor as a result of or related to the performance of the Services (the "Work Product"). Contractor agrees that, whether or not the Services are considered works made for hire or an employment to invent, all Work Product shall be the sole property of GCEC. Except as set forth in writing and signed by both GCEC and Contractor, Contractor agrees that GCEC shall have all copyright and patent rights with respect to any Work Product, without regard to the origin of the Work Product. If and to the extent that Contractor may, under applicable law, be entitled to claim any ownership interest in the Work Product, Contractor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to GCEC any and all right, title, and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret, and trademark law in perpetuity or for the longest period otherwise permitted by law. Contractor further agrees as to the Work Product to assist GCEC in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets, and other rights and protection relating to said Work Product.

9.2 GCEC acknowledges that, in the course of performing the Services, Contractor may use routines and related programming language, instructions, methods, and techniques that have been previously developed by Contractor (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Contractor. Where Contractor seeks to embody Pre-existing Materials in the Work Product, Contractor must first obtain written approval from GCEC. If, and to the extent that, any Pre-existing Materials are embodied or reflected in the Work Product, Contractor hereby grants to GCEC the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to: (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such Pre-existing Materials and any derivative works thereof; and, (b) authorize others to do any or all of the foregoing.

9.3 The provisions of this Section shall survive the termination of this Agreement.

10. Surrender of Materials upon Termination. Upon termination of this Agreement, in whole or in part, Contractor shall immediately return to GCEC all properties received from GCEC, or created or received by Contractor on behalf of GCEC, and which are related to the terminated portion of this Agreement.
11. Mutual Representations and Warranties. Each of GCEC and Contractor represent and warrant that:
 - 11.1 It is a business duly formed, validly existing, and in good standing under the laws of its state of domicile.
 - 11.2 It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement.
 - 11.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.
 - 11.4 It is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized, or qualified would not have a material adverse effect on its ability to fulfill its obligations under this Agreement.
 - 11.5 The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles.
 - 11.6 It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.
 - 11.7 There is no outstanding litigation, arbitrated matter, or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
12. Representations and Warranties by Contractor. Contractor represents and warrants that:
 - 12.1 Contractor possesses superior knowledge with respect to the requested services and is aware that GCEC is relying on Contractor's skill and judgment in providing the Service to GCEC.
 - 12.2 Contractor knows the particular purpose for which the Service is required.
 - 12.3 Contractors' staff, assigned to perform the Services, have the experience, and are qualified to perform the tasks involved with providing the Services in an efficient and timely manner. The Services shall be performed in a competent and professional skillful manner and in accordance with the highest professional standards. Contractor acknowledges that GCEC

is relying on Contractor's representation of its experience and expertise, as well as that of its staff, and that any substantial misrepresentation may result in damage to GCEC and its customers.

- 12.4 The Service and any other work performed by Contractor hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third party, and Contractor further represents and warrants that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.
13. General Indemnity. Contractor agrees to indemnify, defend, and hold GCEC, its officers, directors, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any GCEC Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, or misconduct of Contractor, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) a violation of HIPAA and/or any applicable privacy laws; (b) a violation of federal, state, local, international, or other laws or regulations for the protection of persons or members of a protected class or category of persons; (c) sexual discrimination or harassment based upon any protected characteristic; (d) bodily injury (including death) or damage to tangible personal or real property; or, (e) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of GCEC, its officers, directors, agents, or employees.
14. Proprietary Rights Indemnification. Contractor agrees to indemnify, defend, and hold GCEC Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any GCEC Indemnitee, arising out of a claim that the Product infringes or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Contractor is enjoined from delivering either preliminary or permanently, or continuing to license to GCEC, the Product and such injunction is not dissolved within thirty (30) days, or in the event that GCEC is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Product, then Contractor shall, at its expense: (a) obtain for GCEC the right to continue using such Product; (b) replace or modify such Product so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by GCEC; or, (c) in the event that Contractor is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Contractor shall recover such Product from GCEC, in which event in addition to the foregoing indemnification, Contractor shall reimburse to GCEC the full cost for such Product.
15. Indemnification Procedures. Promptly after receipt by GCEC of a threat of any action, or a notice of the commencement, or filing of any action against GCEC or any GCEC Indemnitee, GCEC shall give notice thereof to Contractor, provided that failure to give or delay in giving such notice to

Contractor shall not relieve Contractor of any liability it may have to GCEC or any GCEC Indemnitee except to the extent that Contractor demonstrates that the defense of such action is prejudiced thereby. GCEC shall not independently defend or respond to any such claim; provided, however, that: (a) GCEC may defend or respond to any such claim, at Contractor's expense, if GCEC's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against GCEC; and, (b) GCEC shall have the right, at its own expense, to monitor Contractor's defense of any such claim. Contractor shall have sole control of the defense and of all negotiations for settlement of such action. At Contractor's request, GCEC shall cooperate with Contractor in defending or settling any such action; provided, however, that Contractor shall reimburse GCEC for all reasonable out-of-pocket costs incurred by GCEC (including, without limitation, reasonable attorneys' fees, and expenses) in providing such cooperation.

16. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

17. Insurance.

- 17.1 Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as set forth in Exhibit F: Insurance Requirements of RFP No. GCEC 202407, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Contractor, pursuant to this Agreement.
- 17.2 GCEC shall be named as an additional insured in such policies which shall contain standard cross liability clauses. Contractor shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by GCEC. Such policies shall require that GCEC be given not less than thirty (30) days prior written notice of any cancellation thereof or material change therein. GCEC shall have the right to request an adjustment of Limits of Liability for General Liability and Errors and Omissions Insurance as Contractor's exposure to GCEC increases (i.e., if Contractor's annual payment is expected to be \$2,000,000 then \$1,000,000 limits are no longer adequate).

- 17.3 Upon GCEC's request, Contractor shall provide GCEC with certificates of insurance evidencing all of the above coverage, including all unique requirements specifically noted above, and shall provide GCEC with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

18. General.

- 18.1 Relationship between GCEC and Contractor. Contractor represents and warrants that it is an independent contractor with no authority to contract for GCEC or in any way to bind or to commit GCEC to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of GCEC. Under no circumstances shall Contractor, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of GCEC. In recognition of Contractor's status as independent contractor, GCEC shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor or Contractor's agents or staff, if any. GCEC shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Contractor nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of GCEC.

- 18.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida and the federal laws of the United States of America. Contractor hereby consents and submits to the jurisdiction and forum and venue of the state and federal courts in and for Gulf County, Florida in all questions and controversies arising out of this Agreement.

- 18.3 Compliance with Laws; GCEC Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Contractor shall comply with GCEC policies and procedures where the same are posted, conveyed, or otherwise made available to Contractor. Without limiting Contractor's other obligations of indemnification herein, Contractor shall defend, indemnify, and hold GCEC Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any GCEC Indemnitee, on account of the failure of Contractor to perform its obligations imposed herein.

- 18.3.1 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such

other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

18.3.2 Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act,

which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18.3.3 Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

18.3.4 Debarment and Suspension.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the

contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

(3) This certification is a material representation of fact relied upon by Gulf Coast Electric Cooperative, Inc. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18.3.5 Byrd Anti-Lobbying.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier transaction it enters into.

(3) This certification is a material representation of fact relied upon by GCEC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GCEC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

18.3.6 FEMA Funded Contract. When this contract is related to a disaster related response the contractor acknowledges:

This is an acknowledgement that FEMA financial assistance may be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18.3.7 No Obligation by the Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18.3.8 Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

18.4 Force Majeure. Neither party shall be liable for delays or any failure to perform under this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.

18.5 Access to Records. The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

18.6 Advertising and Publicity. Contractor shall not refer to GCEC directly or indirectly in any advertisement news release, or publication without prior written approval from GCEC.

18.7 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

- 18.8 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 18.9 Assignment of Agreement. This Agreement and the obligations of Contractor hereunder are personal to Contractor and its staff. Neither Contractor nor any successor, receiver, or assignee of Contractor shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is affected in connection with a sale of Contractor's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of GCEC.
- 18.10 Entire Agreement. RFP No. GCEC 202407 – GCEC Wewahitchka Office Design-Build, this Contractor's proposal in response to RFP No. GCEC 202407, and this Agreement constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between GCEC and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 18.11 Cumulative Remedies. All rights and remedies of GCEC herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Contractor for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Signature Page Follows

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

GULF COAST ELECTRIC COOPERATIVE, INC.
(GCEC)

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Gulf Coast Electric Cooperative, Inc.

722 W. Highway 22

Wewahitchka, FL 32465

Attention: Mr. John Bartley

(CONTRACTOR)

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Attention: _____