

Cimarron Electric Cooperative, Inc.

REQUEST FOR PROPOSAL

Proposal Reference Number: 2025-10

Project Title: Staking Engineering Services

Proposal Closing Date: November 24, 2025, 12:00pm CST

Contact: Cimarron Electric Cooperative Procurement - bids@ce.coop

No proposals submitted after the closing date will be accepted.



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Introduction

- A. Project Overview: Cimarron Electric Cooperative, Inc. is requesting proposals with the intent of awarding a contract for the purchase of services contained in *Appendix I – Scope of Services*.
- B. Questions: The following are contact details for questions as identified.
 - i. RFP Clarifications: All questions related to requirements, processes of this RFP, or scope of services should be submitted via email to bids@ce.coop.
- C. Notification of Errors or Omissions: Proposers shall promptly notify Cimarron Electric Cooperative, Inc. of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. Cimarron Electric Cooperative, Inc. shall not be responsible for or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.
- D. Conflict of Interest Statement: A person or business, and their agents, who seek to contract or enter into an agreement with Cimarron Electric Cooperative, Inc., are required to complete the Conflict-of-Interest Statement which is found in Appendix B. The form must be returned to Cimarron Electric Cooperative, Inc. no later than seven (7) days after the date the person or business begins contract discussions or negotiations with Cimarron Electric Cooperative, Inc., or submits an application, response to a request for proposal or proposals, correspondence, or other writing related to any potential agreement with Cimarron Electric Cooperative, Inc.

Contact Information

Mailing Address: PO Box 299, Kingfisher, OK 73750
Physical Address: 19306 N Hwy 81, Kingfisher, OK 73750
Email Address: bids@ce.coop

General Information

- A. Tax Exempt Status: Cimarron Electric Cooperative, Inc. purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. Cimarron Electric Cooperative, Inc. will furnish Excise Tax Exemption Certificate upon request.

RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: Cimarron Electric Cooperative, Inc. reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: Cimarron Electric Cooperative, Inc. reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Procurement Department of their intent to Proposal, but failure to notify shall impose no obligation or liability on Cimarron Electric Cooperative, Inc.

No Guarantee

Cimarron Electric Cooperative, Inc. does not guarantee a successful vendor will receive any minimum or maximum amount of billable work but does contemplate Procurement exclusively during the term of the contract from the successful vendor(s).

Proposal Submittal Requirements

- A. Submittal Packet – How to submit: Respondents shall submit one electronic PDF proposal to CEC Procurement at bids@ce.coop. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number. Any requirements in the RFP that cannot be met must be 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.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all the above will be considered non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and in of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted, and no late Proposals will be accepted.
- D. Proposals Received Late: The time and date of receipt as recorded in the Cooperative headquarters shall be the official time of receipt. Cimarron Electric Cooperative, Inc. is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.

- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Questions and Responses: Questions regarding proposals must be addressed to the Procurement Department bids@ce.coop. The subject line must include the RFP Reference Number. The question deadline will be addressed in Appendix I-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Procurement Department will not be answered and any communication with the User Department prior to award by Cimarron Electric Cooperative, Inc. Management will disqualify a vendor from being considered for award.
- G. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in *Appendix I - Scope of Work*.
- H. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by Cimarron Electric Cooperative, Inc.

Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made based on Cimarron Electric Cooperative, Inc.'s Procurement policy. Cimarron Electric Cooperative, Inc., will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. Cimarron Electric Cooperative, Inc. may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by Cimarron Electric Cooperative, Inc. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the Cimarron Electric Cooperative, Inc. shall be grounds for disqualification.** Vendors shall not contact any Cimarron Electric Cooperative, Inc. personnel during the proposal process without the express permission from Cimarron Electric Cooperative, Inc.'s Sr. VP of Finance & Administration.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent via email to the Cimarron Electric Cooperative, Inc.'s Procurement Department at bids@ce.coop. All presentations and/or meetings between the Cimarron Electric Cooperative, Inc. and the vendor relating to this proposal shall be coordinated by the Cimarron Electric Cooperative, Inc. Procurement Department. Cimarron Electric Cooperative, Inc. reserves the right to determine which proposal provides Cimarron Electric Cooperative, Inc. with the best value and which will be in Cimarron Electric Cooperative, Inc.'s best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to meet the requirements of the RFP, Cimarron Electric Cooperative, Inc. alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed

in the favor of Cimarron Electric Cooperative, Inc. In the event of a conflict between these standard RFP requirements and details provided in Appendix I – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.

- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, Cimarron Electric Cooperative, Inc., may accept the price most beneficial to Cimarron Electric Cooperative, Inc., and the Proposer will be bound thereby.
- F. Additional Information: Cimarron Electric Cooperative, Inc. may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: Cimarron Electric Cooperative, Inc. reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of Cimarron Electric Cooperative, Inc.
- H. No Commitment: The Request for Proposal does not commit the Cimarron Electric Cooperative, Inc. to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.
- I. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- J. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the Cimarron Electric Cooperative, Inc. for cause:
 - i. The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii. The successful Proposer violates any of the provisions of these specifications; or
 - iii. The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv. The successful Proposer transfers, assigns, or conveys any or all its obligations or duties under the contract to another without written consent of Cimarron Electric Cooperative, Inc.
 - v. If one or more of the events identified occur, Cimarron Electric Cooperative, Inc. may terminate the contract by giving the successful Proposer seven (7) days' written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi. When the contract has been terminated by Cimarron Electric Cooperative, Inc., such termination shall not affect any rights or remedies of Cimarron Electric Cooperative, Inc. existing, or which may thereafter accrue.
- K. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor seven (7) days' written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

Small and Minority -Owned Businesses, Women's Business Enterprise, and

Labor Surplus Firms (2 CFR, §200.321)

- A. It is the policy of the Cimarron Electric Cooperative, Inc. to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all Cimarron Electric Cooperative, Inc. contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with Cimarron Electric Cooperative, Inc. and other public and private sector business entities.
- B. Provided, however, nothing herein shall require Cimarron Electric Cooperative, Inc. to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless Cimarron Electric Cooperative, Inc. may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- Appendix A must be included in the submittal.
- Appendices B – F must be complete and included in the submittal.
- Appendix I must be included in the submittal.

All Proposals submitted to the Cimarron Electric Cooperative, Inc. shall include this page with the submitted Proposal.			
RFP Number:	2025-10		
Project Title:	Staking Engineering Services		
Submittal Deadline:	November 21, 2025, 12:00pm CST		
Submit via email as a single PDF file to bids@ce.coop (Price sheet may be submitted as an Excel File)			
Proposer Information:			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employer Identification Number			
Phone Number:		DUNS Number:	
E-Mail Address:			
Proposer Authorization			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer. Printed Name and Position of Authorized Representative: _____ Signature of Authorized Representative: _____ Signed this _____(day) of _____(month), _____(year)			

I learned of this Request for Proposal by the following means:

☐ Newspaper Advertisement	☐ Cimarron Electric
☐ Website	☐ Cold Call to Cimarron
☐ Mailed Me a Copy	☐ Other

Term of Contract and Option to Extend:

Any contract resulting from this RFP shall begin upon execution by Cimarron Electric Cooperative, Inc. and shall expire and terminate on 12/31/2026 or when the Services are complete and final payments have been made accepted. Cimarron Electric Cooperative, Inc. anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of Cimarron Electric Cooperative, Inc. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that Cimarron Electric Cooperative, Inc. will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, Cimarron Electric Cooperative, Inc., shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will be solely at CEC's discretion.
- B. Escalation Clause: This section left intentionally blank.
- C. Price Increases Upon Extension: Rates for renewal periods may be adjusted to mutually agreeable terms not to exceed the annual change in the Consumer Price Index (US City Average, All Items Less Food & Energy).

References

Proposer shall provide three (3) references where Proposer has performed similar or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

Emergency Business Services Contact Notice

During a natural disaster, there may be a need for the Cimarron Electric Cooperative, Inc. to access your business for products or services after normal business hours and/or holidays.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical that the vendor's emergency contact information remains current. Cimarron Electric Cooperative, Inc., shall be contacted by e-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to bids@ce.coop.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

CONTRACT TERMS AND CONDITIONS.

EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Cimarron Electric Cooperative, Inc., payment terms for Cimarron Electric Cooperative, Inc. are Net 30 days upon electronic receipt of a valid invoice that includes all appropriate supporting documentation. Send all invoices to Cimarron Electric Cooperative via email to accountspayable@ce.coop. Payments will only be issued electronically.
- B. Warranty of Products and Services: All products furnished shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of Cimarron Electric Cooperative, Inc. and in accordance with the specifications, terms, and conditions of the Scope of Services, and new unless otherwise permitted by Cimarron Electric Cooperative, Inc., in writing, and all services performed shall be warranted to be of a good and workmanlike quality, free from faults and defects in design, workmanship, and materials. The provisions of this section shall be in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, Cimarron Electric Cooperative, Inc. shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. Cimarron Electric Cooperative, Inc., does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Proposer at no additional cost to Cimarron Electric Cooperative, Inc.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to Cimarron Electric Cooperative, Inc. until Cimarron Electric Cooperative, Inc. actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure Event either party shall be rendered unable, wholly or in part, to carry out its responsibilities under the contract, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure Event in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the duration of the Forced Majeure Event claimed, but for no longer period. "Force Majeure Event" means any cause or causes that substantially interfere with the party's performance of the contract that are not reasonably within the control of the party claiming relief and which, by the exercise of due diligence, such party is unable to prevent or overcome including, but not limited to, acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and war. Notwithstanding the foregoing, a Force Majeure Event does not include a party's failure to perform due to its own negligence or intentional wrongdoing, any removable or remedial causes (other than settlement of a strike or labor dispute) which a party fails to remove or remedy within a reasonable time, or the economic hardship of a Party.
- G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult to ascertain, and that the reasonable foreseeable value of

the use of the completed Project would be the sum of \$250.00 per calendar day. Proposer therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the contract and any extensions of such time allowed there under.

- H. Amendments: Except as otherwise provided in the contract, no amendment to the contract shall be effective unless it is in writing and signed by the Proposer and Cimarron Electric Cooperative, Inc.

Miscellaneous

- A. Independent Contractor: Proposer agrees that the Proposer and any Subcontractors shall perform the Services specified in this RFP and any resulting contract as independent contractors and not as Proposer's employees, agents, officers, subcontractors, partners principal and agent, or joint venture parties of Cimarron Electric Cooperative, Inc. Neither the Proposer nor Cimarron Electric Cooperative, Inc., shall have the power or authority to make any statements, representations, or commitments, or otherwise act for or bind one another in any way, without the prior written consent of the other. With regard to the Proposer and any of the Proposer's employees and any Subcontractor and any such Subcontractor's employees, Proposer agrees that Cimarron Electric Cooperative, Inc., shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Cimarron Electric Cooperative, Inc. furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The Proposer may not assign any of its rights or obligations or delegate any of its duties, under any resulting contract without the prior written consent of Cimarron Electric Cooperative, Inc., and if applicable, the Procurement Supervisor. If Cimarron Electric Cooperative, Inc., and if applicable, the Procurement Supervisor, consent, such consent shall not relieve the assignor and/or delegator of liability in the event of default by the assignee and/or delegatee.
- C. Liens: Proposer shall indemnify and hold harmless Cimarron Electric Cooperative, Inc. against any and all liens and encumbrances for all labor, goods, and services which may be provided to Cimarron Electric Cooperative, Inc. by Proposer or Proposer's vendor(s), and if Cimarron Electric Cooperative, Inc. requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to Cimarron Electric Cooperative, Inc.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any Cimarron Electric Cooperative, Inc. officer, employee or elected representative, with respect to this RFP or any contract with Cimarron Electric Cooperative, Inc., and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from Cimarron Electric Cooperative, Inc. to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that it holds all licenses required by the State of Oklahoma for a provider of the goods and/or services needed to complete the services required by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: Each party warrants and represents to the other that it has the power and authority to execute, deliver, and perform under the contract, and the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, rules,

executive orders, ordinances, codes, reliability standards, FEMA policies, procedures and directives, and other mandates of Governmental Authorities in performing Services under the contract.

- I. Governing Law. Any resulting contract and any matter arising under or relating to such contract, shall be governed and construed according to the laws of the State of Oklahoma, without regard to its conflict of laws principles.
- J. Ability to Respond to Disasters. If the Proposer wishes to respond to a natural disaster outside of Cimarron Electric Cooperative Inc.'s system, Proposer must receive written approval from Cimarron Electric Cooperative, Inc., before being released from work at Cimarron Electric Cooperative, Inc.
- K. Non-Discrimination: During the performance of the contract, Proposer agrees as follows:
Proposer will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. Proposer will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event Proposer violates this non-discrimination clause, 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. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer will, in all solicitations or advertisements for employees placed by or on behalf Proposer, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

Financial Responsibility Provisions

- i. Insurance: Without limiting Proposer's liability under the contract, Proposer must purchase and maintain in full force and effect insurance in the types and coverage amounts shown below. Such insurance must remain in effect during the term of the contract. The failure of Proposer to maintain the insurance coverage required under this Section does not relieve Proposer of liability. Proposer shall also ensure that each Subcontractor complies with the insurance requirements of this Section. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Oklahoma.
- ii. Respondents shall be required to maintain the following insurance coverage:
 - Comprehensive or Commercial General Liability and Third-Party Property Damage \$1,000,000 per occurrence, \$2,000,000 aggregate
 - Excess Liability – \$2,000,000 per occurrence, \$2,000,000 aggregate
 - Comprehensive or Business Automobile Liability; Personal Injury (including bodily Injury) and Third-Party Property Damage – \$500,000 per occurrence
 - Employer's Liability – \$1,000,000 per accident

Indemnification:

- A. Proposer agrees to indemnify, hold harmless, and defend Cimarron Electric Cooperative, Inc., its successors and assigns, directors, officers, employees, agents, contractors, and representatives from and against any and all claims (including claims of Proposer's employees and its Subcontractors and their employees), causes of action, liabilities, judgments, demands, fines, penalties, losses and expenses (including reasonable attorney fees and actual costs of investigation or litigation), or every nature and description presented or brought for injury to or death of persons, damage to property, or environmental damage arising out of, relating to, resulting from, or in any way connected with:
 - i. Proposer's or any Subcontractor's performance of, or failure to perform, their obligations under the Agreement; or
 - ii. Any negligence, strict liability, or willful misconduct of Proposer or its Subcontractors or their respective employees or agents.
- B. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless Cimarron Electric Cooperative, Inc. for any and all costs, expenses, judgments, and damages which Cimarron Electric Cooperative, Inc. may have to pay or incur.
- C. Bond Requirements: N/A for this RFP.

Appendix B – Conflict of Interest Form

_____ will hereby abide by the Cooperative's Conflict of Interest Policy #307, which states that the acceptance directly or indirectly of payments, services or loans from a supplier, contractor, or subcontractor by any employee of the Cooperative is strictly prohibited. The foregoing shall be deemed to include gifts, trips, entertainment or other favors, of more than nominal value (\$100.00) which are intended to obligate them or induce them to compromise their responsibilities to negotiate or award contracts to be in the best interests of the Cooperative.

Contractor: _____

Date: _____

Appendix C– Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PROCUREMENT SUPERVISOR DEEMING YOUR BID OR PROPOSAL **“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the Cimarron Electric Cooperative, Inc. by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any officer, employee, or Board of Director of the Cimarron Electric Cooperative, Inc.

_____ I am related by blood or marriage to the following official(s), employee(s), or member(s) of the Board of Trustees of the Cimarron Electric Cooperative, Inc.

Name and title of Cimarron Electric Officer, employee, or Board of Director

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any officer, employee, or member of the Board of Directors of the Cimarron Electric Cooperative, Inc.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s), employee(s), or member(s) of the Board of Directors of the Cimarron Electric Cooperative, Inc.

Name and title of officer: _____

Employee and title of Cimarron Electric Cooperative Officer, Employee, or member of the Board:

Name: _____

Relationship: _____

Appendix D – Non-Collusion Statement

The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor _____

Address _____

Phone _____

Proposer (signature) _____

proposer (printed name) _____

Position with company _____

Signature of company official
Authorizing this proposal _____

Company official
(printed name) _____

Official position _____

Appendix E – Document 00435

CIMARRON ELECTRIC COOPERATIVE, INC.,
*DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.*

**PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor 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. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

Appendix F – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

Cimarron Electric Cooperative, Inc.
Procurement Department
PO Box 299 / 19306 N Hwy 81
Kingfisher, OK 73750

Please check all items that apply:

☐ Do not sell the item(s) required	☐ Cannot provide Insurance required
☐ Cannot be competitive	☐ Cannot provide Bonding required
☐ Cannot meet specifications highlighted in the attached request	☐ Cannot comply with Indemnification requirement
☐ Job too large	☐ Job too small
☐ Do not wish to do business with the Cimarron Electric Cooperative, Inc.	☐ Other: _____
☐ Cannot submit electronically	

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

You may also email this form to bids@ce.coop.

Appendix G – Scope of Work

A. Project Title: STAKING ENGINEERING SERVICES RFP 2025-10

B. Scope of Work Contact

Questions about the technical nature of the Scope of Services will be directed to bids@ce.coop

C. Special Conditions

There are no bonding requirements for this RFP. Upon award the selected vendor will be required to furnish proof of General Liability and Automobile Insurance, naming the Cimarron Electric Cooperative, Inc. as the additional insured.

D. Federal Clauses

The following are required federal clauses that shall be returned with the proposal and are part of the contract documents herein:

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Non-procurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801
et seq.**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(printed name of signatory)

(signature and date)

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- (1) The contractor agrees representatives from Cimarron Electric, 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."

(printed name of signatory)

(signature and date)

4. EQUAL EMPLOYMENT OPPORTUNITY 29 CFR Part 1630, 41 CFR Parts 60 et seq.

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.
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(printed name of signatory)

(signature and date)

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (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 covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). 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.

(printed name of signatory)

(signature and date)

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 29 CFR § 5.5(b)

- (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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including 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 Owner 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** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (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.

(printed name of signatory)

(signature and date)

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, 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. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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.

The 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.

Executed this _____ day of _____, 20__

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

8. CLEAN AIR

42 U.S.C. § 7401 *et seq.*

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.* The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

9. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 *et seq.*

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.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

10. PROCUREMENT OF RECOVERED MATERIALS

42 U.S.C. 6962

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cog-program>.

(printed name of signatory)

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

(printed name of signatory)

(signature and date)

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

(printed name of signatory)

(signature and date)

E. Proposal Evaluation Factors

Emphasis	Factor
20%	Vendor Qualifications
20%	Familiarity with NISC Staking Software
20%	Unit Cost
20%	Experience with Similar Project
20%	Familiarity or ability to familiarize themselves with CEC and RUS construction units.

F. Key Events Schedule

Date	Activity
10/24/2025	Proposal release date
11/10/2025	Deadline for submittal of written questions
11/24/2025 12:00pm CST	Emailed proposals due
12/5/2025	Proposal Review & evaluation
12/12/2025	Anticipated award date

G. SCOPE OF WORK

Cimarron Electric Cooperative is seeking staking engineering services for installation of new electric services for local members of Cimarron Electric Cooperative, Inc and rebuilding existing facilities to upgraded sizes for additional capacity and/or strengthening and hardening.

The project requires staking engineering services as needed based on Cimarron Electric Cooperative Inc. member requests and capacity requirements for Cimarron Electric Cooperative, Inc. to handle additional member growth, system upgrades, and system equipment installations. Services will include, but not limited to:

- Designing, surveying and staking electric distribution lines in accordance with CEC, RUS and Oklahoma DOT regulations.
- Preparing and/or interpreting staking sheets, work sketches, system maps and all other records required to ensure the most effective and efficient construction procedures and specifications.
- Ensuring appropriate field markers are installed correctly to aid with visibility and durability for construction.
- Post-construction inspection of distribution line as needed.
- Make ready studies for third party pole attachments.

Staking services must be completed utilizing NISC's Staking Software. The prospective contractor must be familiar or be able to quickly familiarize with NISC's Staking Software.

Contractor must generate staking sheets and associated materials within NISC's Staking Software. Software access will be provided by CEC. Hardware (likely laptops and/or tablets) must be provided by contractor. Cybersecurity is of upmost importance to CEC, and all CEC data shall be treated as confidential information, additional information regarding cyber and data procedures will be provided.

Contractor must be familiar or be able to familiarize themselves with CEC and RUS construction units.

H. PURPOSE:

The purpose of this Request for Proposals (RFP) is to obtain proposals to meet the above stated scope of work.

I. PROPOSAL FORMAT:

Proposals should be submitted as specified below and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas. For a proposal to be considered complete and to be evaluated for a contract award by Cimarron Electric Cooperative, Inc., proposer must submit all the following information:

i. *Cover Letter / Executive Summary (2-page limit)*

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. Submission of a signed Proposal is Respondent's certification that the Respondent will accept any awards resulting from this RFP.

The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFP technical requirements. Identify the key personnel that will be committed to the project.

ii. *Qualifications and Experience (5-page limit)*

The Proposer should give a brief description of the company, including a brief history, full legal name, corporate structure and organization, date of establishment, number of years in business, current firm ownership, and any recent and/or materially significant proposed change in ownership.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience at other electric cooperatives of comparable size and diversity.

The proposer should also provide any information uniquely relevant in evaluating the experience of the proposers to handle the proposed work and describe the proposer's presence in and commitment to Cimarron Electric Cooperative, Inc.

iii. *Technical Approach & Methodologies (5-page limit)*

The proposal should provide commentary on their experience using NISC's Staking Software and familiarity with RUS design specifications.

The Proposer shall fill out Attachment A, Rate Schedule, in its entirety and include it in the proposal. The proposer shall list an hourly rate that includes all costs (mileage and travel expenses not included, mileage and per-dem rates to be billed separately) for every position listed in Attachment A.

Costs proposed shall be hourly rates including all labor and expenses with the exception of make ready studies. Make ready studies shall be submitted using a per pole cost. Mileage and per diem may be billed as a separate rate. Only time properly invoiced and approved by Cimarron Electric Cooperative, Inc. will be paid. Expenses are to be calculated and included in the total hourly rate that is provided and not broken out separately.

Attachment A - Rate Schedule

Labor Category	Hourly Rate (Total including all expenses)
Project Manager	
Field Inspector	
Field Staking Engineer	
Field Staking Engineer Assistant	
Make Ready study (price per pole)	
Mileage Reimbursement (if necessary)	
Daily Per Diem Rates (if necessary)	

If certain costs or expenses are not included in these proposals, specify the nature of these costs or expenses, whether each proposal includes them, and provide an estimated annual dollar value that contractor reasonably expects to be incurred.
