**Advertisement for Bids**

The Tarheel Electric Membership Association, Inc., (TEMA), is a material supply organization, founded by North Carolina's electric cooperatives to combine efforts to purchase materials, equipment and supplies at competitive prices. Formed in 1975 and opened for business in 1976, TEMA's modern warehouse contains 112,000 square feet of storage space. TEMA members include twenty-six North Carolina, eight Virginia, and one Maryland Electric Cooperatives.

TEMA is operated as a Non-Profit, Subchapter "T" Corporation. Direction is provided by a nine member board of directors made up of General Managers and Directors from member systems.

TEMA is soliciting Proposals for an additional supplier of materials needed to build and maintain an electric utility power grid. A list of materials can be found on the TEMA web site: [*www.tema.coop*](http://www.tema.coop) , located within the TEMA Item Catalog tab. In addition to those materials listed, TEMA will consider approved equivalents that meet the specifications contained herein. Prior to the submission of the Proposal, the Bidder shall make, and shall be deemed to have made, a careful examination of the technical data and cut sheets listed on the TEMA website.

TEMA will receive Sealed Proposals in its headquarters located at 8730 Wadford Drive, Raleigh, NC 27616 on or before 2:00 PM, local time, Friday July, 30th, 2021 (the “Deadline”), for the furnishing and delivery of all materials complete as listed on the TEMA web site, at which time the Proposals will be publically opened and examined. Any Proposal received subsequent to the Deadline will be rejected and shall not be considered.

The name and address of the Bidder and the following description must appear on the envelope in with the Proposal is submitted:

**ATTN: Jason Caudle**

**BID DOCUMENTS ENCLOSED**

**2:00 PM, FRIDAY, July 30, 2021**

Materials shall conform to and be listed in, as applicable, the Specifications and Materials in the most recent volume of the United States Department of Agriculture’s, Rural Utility Service, *List of Materials Acceptable for Use on Systems of USDA Rural Development Electrification Borrowers*. All materials listed in the Proposal shall also conform to the latest RUS “Buy American” requirements.

Proposals shall include a complete bill of materials, identifying each item by catalog number, manufacturer, ratings, characteristics, types, sizes, etc., of all materials and equipment. A simple statement that all necessary materials and equipment will be provided is not acceptable**.**

**Pricing, Shipment, Delivery, and Lead Times**

Quoted prices for materials and equipment shall include shipment F.O.B. point of delivery to TEMA, 8730 Wadford Drive, Raleigh, NC 27616. Pricing must be firm for a period of one year unless otherwise stated.

Material shall be delivered palletized in standard quantity containers with labeling clearly defining the quantity and contents in each container. TEMA will be responsible for unloading the material.

In the event that delays occur, the Bidder shall be responsible for all shipping demurrage unless such delays are caused solely by TEMA.

Delivery of all items of equipment shall be made at such time as to permit unloading between the hours of 8:00 a.m. and 12:00 p.m., Monday through Friday, holidays excluded.

Standard lead times for each item shall be clearly listed in the Proposal. The Bidder must keep sufficient quantities of inventory on hand at all times, ready for overnight shipments seven days per week to respond to major storm events.

**Insurance**

The Bidder shall maintain Workers’ Compensation Insurance and Liability Insurance appropriate for the level of exposure involved in any applicable Purchase Order. The Bidder shall furnish certification of the appropriate insurance.

**Indemnification**

The Bidder shall hold harmless and indemnify TEMA, its agents, members, and employees from any and all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The Bidder shall defend any suit or proceeding brought against TEMA, its agents, members, or employees based upon a claim that the materials and equipment, or any part thereof, constitute an infringement of any patent; or if the Bidder shall fail to defend such suit or proceeding, TEMA may do so and the Bidder shall make reimbursement for the expense of such litigation. If the materials and equipment, or any part thereof, are held to constitute infringement and the use thereof is enjoined, the Bidder shall, at its own expense, either procure for TEMA the right to continue to use the materials and equipment, or such part thereof, or shall replace the materials and equipment, or such part thereof, with non-infringing materials and equipment.

**Debarment**

The Bidder must submit with the Proposal a fully executed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" (attached), in accordance with regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 which is included below with this solicitation.

**Lobbying**

The Bidder must submit a fully executed "Certification Regarding Lobbying" located in the *Form of Proposal* section which is included below with this solicitation.

**Aw ard of Purchase Order**

Bids will be considered as long as they are competitively priced as compared to existing suppliers and meet the specifications contained herein. The award of a Purchase Order will be made to the lowest acceptable Bidder as soon as practical, provided that in the selection of materials and equipment a Purchase Order may be awarded to a responsible Bidder other than the lowest in the interest of standardization, or ultimate economy, if the advantage of such standardization or ultimate economy is clearly evident. TEMA reserves the right to reject any and all bids, and may accept any quote included in a Proposal or portion thereof.

TEMA reserves the right to waive minor irregularities or minor errors in any Proposal if it appears to TEMA that such irregularities or errors were inadvertent and do not otherwise materially impact the suitability of the Proposal. The Bidder must correct any such irregularities or errors so waived on the Proposal prior to its acceptance.

In estimating the lowest cost to TEMA as one of the factors in deciding the award of the Purchase Order, TEMA will consider, in addition to the prices quoted in the Proposal, the following:

1. Equipment delivery (days)
2. Adherence to the Plans and Technical Specifications
3. Evaluation of equipment suitability to the system as noted and submitted by the Bidder and confirmation that all material items in the Proposal are listed in the United States Department of Agriculture’s, Rural Utility Service, *List of Materials Acceptable for Use on Systems of USDA Rural Development Electrification Borrowers,* as applicable
4. Competitive pricing based on comparison with exiting suppliers
5. The Bidder’s intended method of shipment of the materials and equipment
6. Firm prices

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or 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 the 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 transactions 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 the 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 the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement 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.

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#### CERTIFICATION

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 to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bidder

Name and Title

Signature Date

**LOBBYING CERTIFICATION**

**Certification 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 any 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 section 1352, title 31, U.S. Code. 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.

Organization Name

President

Name of Authorized Official

Signature Date