

R E Q U E S T F O R P R O P O S A L

2016-041



Landscape/Gardener Services for Headquarters Campus, Technology Center, Annex, Yellow House, SCADA and Field House

Release Date: December 22, 2016
Proposals Due: January 23, 2017

Proposals must be submitted via E-mail to PECbidresponse@peci.com

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	2
003 - BACKGROUND.....	2
004 - SCOPE OF SERVICE	3
005 - ADDITIONAL REQUIREMENTS	5
006 - TERM OF CONTRACT.....	5
007 - PRE-SUBMITTAL CONFERENCE	5
008 - PROPOSAL REQUIREMENTS	5
009 - CHANGES TO RFP	7
010 - SUBMISSION OF PROPOSAL.....	8
011 - RESTRICTIONS ON COMMUNICATION	9
012 - EVALUATION OF CRITERIA	9
013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS	10
014 - SCHEDULE OF EVENTS.....	11
015 - RFP EXHIBITS	12
016 - RFP ATTACHMENTS.....	16

003 - BACKGROUND

Pedernales Electric is looking for vendor to maintain and take a proactive approach in keeping the landscape beautified 365 days of the year. Vendor must have horticulturist knowledge for Johnson City Texas climate and critter-proof environment.

Pedernales Electric Cooperative, Inc. ("PEC") is a private electric utility owned by the members we serve. On behalf of our member/owner community, PEC is an industry-recognized leader providing outstanding service and reasonably priced electricity to homes and businesses for more than 75 years. We service more than 280,000 meters in twenty-four counties in Texas. Our Headquarters is located in Johnson City, Texas. PEC has 16 district and business offices located throughout its service area and a call center.

PEC's operational commitment is to provide reliable electricity and excellent service to members at competitive prices and to guide responsible stewardship of our resources and provide a rewarding, fair, and safe work place for our employees. As a cooperative, PEC is owned by the "members" it serves. Members—not stockholders—invest in the Cooperative through their electric billings and share in the Co-op's margins. Because of this unique business model, PEC members demand the best service, reliability, and management.

PEC's Corporate Services, Buildings & Grounds Department through this request for proposal ("RFP") seeks proposals ("Proposals") from qualified persons or entities ("Respondents") interested in **Landscaping/Gardener Services for Headquarters Campus, Technology Center, Annex, Yellow House, SCADA and Field House.**

004 - SCOPE OF SERVICE

The Respondent's RFP response must include the necessary labor, equipment and other associated services to develop the following scope and deliverables.

The following requirements will be weighted and included in scoring.

General Requirements

1. Participant in bid process should have employees staffed and equipment to fulfill Scope of Work prior to bidding process.
2. Scope of Work to be performed on each Wednesday, with weather permitting, unless otherwise agreed upon. Monday's are excluded due to standard Board Meetings on this day.
3. Provide weekly site evaluations and provide documentation indicating where/when work has been completed. Report to be submitted to Facilities Coordinator on a weekly basis.
4. Complete planting shall include import soil, commercial fertilizers, soil amendments, backfill mix, mulch, staking and tree protection and planting materials.
 1. Ability to follow Schedule of Services (see attached Exhibit A)
 2. Provide labor and materials necessary for the replacement and repair of all trees, ground cover, staking and guy wire, soil erosion replacement.
 3. Provide MSDS on all fertilizers, herbicides and pesticides used on PEC property.
 4. Pesticide and herbicide applications shall be made by certified pesticide applicators. PEC prefers organic lawn care products when applicable.
 5. Contractors are expected to be proactive on **all** measures of beautification of **all** properties. All expenses greater than \$500 for repairs should be pre-approved before taking measures. All other repairs a notification is sufficient.

Administrative Support and Customer Service Requirements

1. Assign a single account manager to assist PEC with various needs or requests.
2. Offer adequate support for assistance with initial implementation. Specify capability to meet this requirement.
3. Provide live customer service and technical support Monday thru Friday, 8:00am to 5:00pm with a minimal callback time of 1 hour or less for all issues.
4. Provide live customer service and technical support after 5:00 pm during the week and on weekends with a minimal callback time of 2 hours or less for critical issues.

Implementation Requirements

1. Bidder must be actively involved in the design, implementation, validation, and acceptance of the project and all online tools.
2. Specify willingness to accept project in its totality. Bidder must accept and provide final acceptance of the entire project before payments for each particular phase or final payment for an entire project shall be made. "Acceptance" shall mean approval, in writing, of the completed project phase or of an entire project,

after allowing what the bidder and PEC deems to be sufficient operating time to allow the bidder to determine that such installation and implementation complies with the Scope of Work and/or any Specifications relevant to the project.

HEADQUARTERS - 201 South Avenue F, Johnson City, Texas

Flag Pole Bed - Gardener
Main Entrance Bed - Gardener
Pump House Bed - Gardener
Zen Garden - Gardener

SCADA/MOURSUND - 300 East Lady Bird Lane

East Side Bed - Gardener
Two West Side Beds - Gardener

ANNEX - 302 South Avenue F

East Side Bed - Gardener

YELLOW HOUSE - 208 Main Street

North Side Bed - Gardener
East Side Bed - Gardener

FIELD HOUSE - 303 South Avenue F

East Side Bed - Gardener
South Side Bed - Gardener
West Side Bed - Gardener

BLUE HOUSE - 305 South Avenue F

BUILDING A - 300 Haley Road

North Side Bed - Gardener

BUILDING B - 302 Haley Road

To Be Determined Portable Buildings in future - Gardener

TECHNOLOGY CENTER - 1506 US Hwy 281

West Side Main Entrance Bed - Gardener
North Side Bed To Be Determined - Gardener

Temporary Locations - 102 South Avenue F

To Be Determined Portable Buildings in future - Gardener

005 - ADDITIONAL REQUIREMENTS

Identification:

1. Respondent Vehicle(s) Logo - The Selected Respondent's vehicle(s) including subcontractor vehicle(s) must be clearly marked with the company name. Vehicle(s) must be easily identified by a respective company logo.
2. Uniform and ID Badges - All Selected Respondent's personnel including subcontractor's personnel, must wear respective company uniforms and ID Badges at all times.

Background Checks:

1. At PEC's request, the Selected Respondent may be requested to conduct employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years.
2. Criminal Background Checks - Service will be performed throughout PEC service area including, but not limited to restricted areas. All unique requirements and or regulations for each location shall be strictly followed by the Selected Respondent subcontractor's and personnel. PEC, at its sole discretion, may request a criminal background check on any personnel entering PEC property.

006 - TERM OF CONTRACT

The anticipated term of the proposed contract is 36 months from the effective date of award.

007 - PRE-SUBMITTAL CONFERENCE

A **mandatory** Pre-Submittal Conference will be held at **208 East Main Street, Johnson City, Texas 78636** at **9 a.m. Central Time, on January 12, 2017**. Respondents are encouraged to prepare and submit their questions in writing in advance of to the Procurement Specialist identified in Section 011 – Restrictions on Communication in order to expedite the proceedings. PEC's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is mandatory. Site Tours will begin at the conclusion of the conference.

Any oral responses provided by PEC staff at the Pre-Submittal Conference shall be preliminary. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on PEC. Only written responses shall be official and all other forms of communication with any officer, employee or agent of PEC shall not be binding on PEC.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following order, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Submit one complete electronic proposal in an Adobe PDF format unless otherwise indicated below, proposal must be organized in the order as described below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and any unique problems perceived by Respondent and solutions.

GENERAL INFORMATION FORM. Complete Attachment A, Part One of this RFP.

EXPERIENCE, BACKGROUND & QUALIFICATIONS OF RESPONDENT FIRM. Complete Attachment A, Part Two of this RFP.

PRICING SCHEDULE. Complete Attachment B of this RFP.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

PROOF OF INSURABILITY. Each Respondent shall submit a copy of its current insurance certificate and affirm its commitment to insure for the types of coverages and at the levels specified in this RFP if awarded a contract.

VENDOR INFORMATION FORM. If PEC has not awarded your company a PO within the last 24 months, please provide the following documents:

- a. A completed [Vendor Information Form](https://www.pec.coop/Home/Vendors.aspx) (https://www.pec.coop/Home/Vendors.aspx)
- b. A completed [IRS W9 Form](https://www.pec.coop/docs/default-source/pdfs/IRS_W9.pdf) (https://www.pec.coop/docs/default-source/pdfs/IRS_W9.pdf)

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. .

FINANCIAL INFORMATION. Submit a copy of Respondent's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant. If voluminous, Respondent may elect to provide this information on a CD, labeled to indicate its contents, so long as the CD is provided by the deadline. **OR** Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners and affiliates if any.

PROPOSAL CHECKLIST. Complete Attachment E.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the goods or services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

009 – CHANGES OR AMENDMENTS TO RFP

Changes or amendments to this RFP made prior to bid opening shall be issued in writing via addendum either through PEC's solicitation website or direct e-mail transmission. If the RFP was originally released through PEC's solicitation website it is each Respondent's responsibility to check that website for any addendum until the Proposal due date. Otherwise, changes or amendments to the RFP will be transmitted directly to potential Respondents. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 – SUBMISSION OF PROPOSAL

Submission Proposals.

Proposals must be submitted via E-mail to PECbidresponse@peci.com no later than **January 23, 2017 at 10 a.m. Central Standard Time**. No hard copies of Proposals (other than submitting any original Bid Bond as may be required). E-mail Subject field should be marked with the following project name and number, **Landscaping/Gardener Services for Headquarters Campus, Training Center, Annex, Yellow House, SCADA and Field House RFP 2016–041 Attn: Procurement Specialist Tia Owens** Any Proposal or modification to a Proposal received after the due date shall not be considered, and will be deemed non-responsive.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Font size shall be no less than 10-point type. All pages shall be numbered margins shall be no less than 1" around the perimeter of each page. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Websites, or URLs shall not be submitted in lieu of the written Proposal. Each Proposal must include the sections and attachments in the order listed in the RFP Section 008 Proposal Requirements. Unnecessarily elaborate artwork or other materials beyond that sufficient to present a complete and effective submission are not required. Failure to meet the above conditions may result in disqualification of the Proposal or may negatively affect scoring.

Modified Proposals. Any Proposal may be modified provided such modification is received prior to the due date for submission of Proposals and submitted in the same manner as the original Proposal. Please provide a cover letter with the modified Proposal, indicating it is a modified Proposal and that the original Proposal is being withdrawn.

Correct Legal Name.

Any Respondent in its Proposal shall correctly state the true and correct name of the individual, proprietorship, corporation, limited liability company and /or partnership responsible for performing the services or delivering the goods requested in this RFP (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Procurement Manager, in her or his discretion, may suspend consideration of any Proposal at any point in the contracting process.

Firm Offer. All provisions in a Respondent's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a Proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information of Bidder; PEC Open Records Policy.

Upon submission, proposals and other materials submitted by Respondents may become records subject to PEC's Open Records Policy. All Respondents become the property of PEC upon receipt and will not be returned. **Any information deemed to be confidential or proprietary by Respondent should be clearly noted.** PEC may withhold

public access to such records or applicable portions thereof, when it is or contains information, including pricing information, that, if released, would give advantage to a PEC Competitor (as defined in PEC Designation of Competitive Matters) or other bidder; trade secrets obtained from a person and privileged or confidential by statute or judicial decision; commercial or financial information for which disclosure would cause competitive harm to the person from whom the information was obtained; contract drafts, term-sheets, letters of intent, and other contract materials related to the items listed above. PEC, its employees, and consultants will not be liable for the disclosure of such data, even if it is marked. Any list of members of PEC and related account information provided by PEC as part of this RFP may not be shared, sold or offered to be sold.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 – RESTRICTIONS ON COMMUNICATION

Each Respondent is prohibited from communicating regarding this RFP or a Proposal with: (1) PEC Board members; (2) PEC employees from the time the RFP has been released until the contract is awarded. These restrictions extend to, phone calls, e-mails and any other contact that results in the discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's Proposal from consideration.

However, Respondents may submit written questions concerning this RFP to the Procurement Specialist listed below until **10 a.m., Central Standard Time on January 18, 2017**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

Tia Owens, Procurement Specialist
Pedernales Electric Cooperative, Inc., Procurement Department
tia.owens@peci.com

012– EVALUATION OF CRITERIA

PEC will conduct a comprehensive evaluation of each Proposal received in response to this RFP. PEC may appoint a selection committee to perform the evaluation (the "Evaluation Committee"). Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The Evaluation Committee may select all, some, or none of the Respondents for interviews. If PEC elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. PEC may also request additional information from any Respondent at any time prior to final approval of a selected Respondent. PEC reserves the right to select one or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to PEC's Evaluation Committee and originating Department Manager.

Evaluation criteria:

Experience, Background, Qualifications (65 points)

Price (35 points)

013– AWARD OF CONTRACT AND RESERVATION OF RIGHTS

PEC reserves the right to award one, more than one or no contract(s) in response to this RFP.

A Contract (as defined herein), if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to PEC, as determined by the Evaluation Committee and the originating Department Manager.

PEC may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of PEC. However, final selection of a Respondent is subject to PEC's Evaluation Committee and originating Department Manager.

PEC reserves the right to accept one or more Proposals or reject any or all Proposals received in response to this RFP, and to waive informalities and irregularities in the Proposals received. PEC also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

No work shall commence until PEC signs the Contract and Respondent provides the necessary evidence of insurance or bonds as may be required in this RFP and the Contract. The Contract is not binding on PEC until executed by the originating Department Manager, the Chief Executive Officer or an officer of the Board of Directors as may be required by PEC's approval guidelines. In the event the parties cannot negotiate and execute the Contract within the time specified, PEC reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit PEC to enter into the Contract, award any services related to this RFP, nor does the RFP obligate PEC to pay any costs incurred in preparation or submission of a Proposal or in anticipation of the Contract.

If selected, Respondent will be required to comply with the requirements established herein.

The successful Respondent must be able to formally invoice PEC for services rendered, incorporating the iVUE-generated contract and purchase order numbers that shall be provided by PEC.

Conflicts of Interest. This RFP is specifically intended to facilitate the evaluation and selection of a business-to-business partnership. All Respondents shall disclose any possible or actual conflict of interest that a Respondent may have with the interest of PEC. Possible or actual conflicts of interest include, but are not limited to, situations where an owner, investor or employee of a Respondent, or a relative of such a person, is a PEC employee or director, circumstances where a Respondent's clientele includes parties with interests adverse to PEC's interests. If a Respondent is uncertain whether a circumstance poses a conflict or possible conflict, the circumstance should be disclosed.

A Respondent will not be automatically disqualified based on a report of a conflict or possible conflict. However, PEC reserves the right to disqualify a Respondent based upon such a report, or upon failure to disclose a conflict or possible conflict. If a contract is awarded, failure to report a conflict or possible conflict may serve as grounds for PEC to terminate such a contract.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with the Contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that PEC shall in no way be responsible for Respondent's actions, and that no Respondent will have any authority to bind others or to hold out to third parties, that it has such authority.

014 – SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	December 22, 2016
Mandatory Pre-Submittal Conference	January 12, 2017 at 10:00 a.m. CST
Final Questions Accepted	January 18, 2017 at 10:00 a.m. CST
Proposal Due	January 23, 2017 at 10:00 a.m. CST

015 – RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

Respondent shall maintain or cause to be maintained the insurance required herein, together with any other type of insurance required by the Contract, with the following requirements and at the levels as provided below:

1. Policies shall be issued by insurance companies rated "A-/VII" or better, by Best's Insurance Guide and Key Ratings (or, if Best's Insurance Guide and Key Ratings is no longer published, an equivalent rating by another nationally recognized insurance rating agency of similar standing) or other insurance companies of recognized responsibility satisfactory to PEC, until all obligations of Respondent pursuant to the Contract have been fully discharged, unless otherwise stated herein.
2. Respondent shall obtain and maintain the insurance coverage specified below on an occurrence-basis, with the exception of Professional Liability insurance which may be on a claims-made basis. If Professional Liability insurance is provided on a claims-made form, then the insurance coverage must continue for a minimum period of two (2) years beyond the expiration or termination of the Contract, and any retroactive date must coincide with or predate the Effective Date.
3. Respondent shall require any subcontractors to provide and maintain during the term of their agreements the insurance coverages specified as follows, with limits of liability deemed appropriate by Respondent. In the event work is performed by a subcontractor, Respondent shall be primarily responsible for any liability arising directly or indirectly out of the services performed that is not otherwise covered by any subcontractor's insurance.
4. THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING RESPONDENT'S LIABILITY.
5. PEC shall be listed as an "additional insured" on all policies other than the Workers' Compensation and Professional Liability policies.
6. Respondent for itself and its insurers hereby waives subrogation against PEC, its directors, officers, employees and agents.
7. If Respondent fails to meet the requirements herein, PEC may suspend the Contract, withhold payments or terminate the Contract for breach.
8. PEC's receipt of or failure to object to any insurance certificates or policies submitted by Respondent or its subcontractors does not release or diminish in any manner the liability or obligations of Respondent or its subcontractors or constitute a waiver of any of the insurance requirements under this Contract.
9. All policies will be endorsed to specify that they are primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by PEC. (not applicable to Workers' Compensation insurance policies).
10. The policies shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance. The policies shall not contain a cross liability or cross-suit exclusion that prevents PEC from asserting claims against the Respondent or any other insured under the policies.
11. Respondent shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.
12. Types of Insurance and Minimum Coverage Requirements:

<u>Type of Insurance</u>	<u>Minimum Coverage</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	Not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
3. Commercial General Liability	Combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Independent Respondents Liability, Broad Form Property Damage Liability including Completed Operations, Products/Completed Operations, Explosion, Collapse and Underground Property Damage Liability, Blanket Contractual Liability assumed in the Contract, including indemnification liability, and Completed Operations Coverage (minimum 2 years past completion of Project) and endorsed to provide that aggregates limits apply on a per project basis. In the event the Respondent will use herbicide or pesticide, an endorsement for herbicide and pesticide applicator coverage and referenced on the certificate of insurance.
4. Automobile Liability	(owned, hired and non-owned, leased); with a combined single limit of not less than \$1,000,000
5. Umbrella Insurance (Excess Liability)	Provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required above with minimum limits of \$500,000 per occurrence

RFP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below and as to any intellectual property rights as may have been previously described in this RFP:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, PEC and its employees, officers, directors, agents and representatives of PEC, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees (including reasonable attorney fees), fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon PEC directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under the Contract, including any acts or omissions of Respondent, any agent, officer, director, representative, employee, consultant or subcontractor of Respondent, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under the Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of PEC, its directors, officers or employees, in instances where such negligence or willful misconduct causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND PEC ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, PEC WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, RESPONDENT agrees to INDEMNIFY, DEFEND, AND HOLD PEC HARMLESS from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods or services supplied. This provision survives the termination of the Contract.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise PEC in writing within 24 hours of any claim or demand against PEC or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under the Contract and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. PEC shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

016 – RFP ATTACHMENTS

PLEASE NOTE: RFP ATTACHMENTS ARE PROVIDED ON A SEPARATE WORD FORMAT FOR YOUR RESPONSE

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

Respondent Questionnaire: Provide the following information regarding the Respondent.

(NOTE: If Respondent is proposing as a team or joint venture with each entity signing the Contract, if awarded, each should complete this information. Sub-contractors are not co-Respondents and should not be identified here.)

Question	Response
Respondent Name: (NOTE: Give exact legal name as it will appear on the contract, if awarded.)	
Principal Address, City, State, and Zip Code	
Telephone No:	
Fax No:	
Website address:	
Year established:	
Provide the number of years in business under present name:	
Social Security Number or Federal Employer Identification Number	
DUNS NUMBER:	
Business Structure: Indicate the business structure of the Respondent: Individual or Sole Proprietorship (List Assumed Name, if any); Partnership; Limited Liability Company, For Profit Corporation; Nonprofit Corporation; Domestic; Foreign or Other (list business structure)	
Annual Revenue:	
Total Number of Employees:	
Total Number of Current Clients/Customers:	
Briefly describe other lines of business that the company is directly or indirectly affiliated with:	
Texas Comptroller's Taxpayer Number, if applicable NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)	
Briefly describe other lines of business that the company is directly or indirectly affiliated with:	
List Related Companies:	
Printed Name of Contract Signatory and Title:	
Provide any other names under which Respondent has operated within the last 10 years and length of time under for each	
Provide address of office from which this project would be managed (Address, City, State, and Zip Code. Telephone No., and Fax No.)	
Contact Information: List the one person who PEC may contact concerning your proposal or setting dates for meetings. (Name, Title, Address, City, State, Zip Code, Telephone No., and E-mail Address)	
Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?	
Is Respondent authorized and/or licensed to do business in Texas? (If "Yes", list authorizations/licenses)	
Where is the Respondent's corporate headquarters located?	

Question	Response
<p>Local/County Operation: Does the Respondent have an office located in Texas (If yes, please indicate how long has the Respondent conducted business in its Texas office and state the number of full-time employees at the Texas office)</p>	
<p>Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.</p>	
<p>Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?</p>	
<p>Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.</p>	
<p>Tax Lien Information.</p>	<p>Complete the Litigation Disclosure Form as Needed</p>
<p>Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action</p>	
<p>Litigation Information.</p>	<p>Complete the Litigation Disclosure Form as Needed</p>
<p>Previous Contracts: Has the Respondent ever failed to complete any contract awarded? If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</p>	
<p>Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract</p>	
<p>Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract. If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</p>	

REFERENCES

Provide three (3) references with photos, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:	
Firm/Company Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
Fax No:	
E-mail Address:	
Date and Type of Service(s) Provided:	

Reference No. 2:	
Firm/Company Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
Fax No:	
E-mail Address:	
Date and Type of Service(s) Provided:	

Reference No. 3:	
Firm/Company Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
Fax No:	
E-mail Address:	
Date and Type of Service(s) Provided:	

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with utility clients, especially electric utilities. If Respondent has provided services for PEC in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Respondent must be willing to meet for group pre-bid site visit to discuss or answer any questions. This site-visit is mandatory.
6. Identify the number and professional qualifications (to include certifications, associations, general licenses, including irrigation license – if applicable) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. Please provide a variety of:
 - a. Previously maintained or developed landscape or gardening locations and addresses
 - b. Previously maintained or developed landscape or gardening photographs
 - c. Previously maintained or developed landscape or gardening references

Please be sure to notate if you are the developer; locations may be visited by RFP committee.

8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information - Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT B

PRICING SCHEDULE

FEE PROPOSAL PER SCOPE OF WORK AND SCHEDULE OF SERVICES:

MONTHLY TOTAL \$ _____

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

Respond to each of the questions below, failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

If you have answered "Yes" to any of the questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Question	Response (Yes or No)
Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?	
Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for any Federal, State or Local Government, or private entity?	
Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with any Federal, State or Local Government, or private entity during the last ten (10) years?	

RFP ATTACHMENT D

SIGNATURE PAGE

By submitting a Proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract, with the understanding that the scope and compensation provisions will be negotiated and included in the final contract.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during the Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure Form with the understanding that failure to disclose any required information may result in disqualification of this Proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information Form and understands that failure to fully disclose requested information may result in disqualification of this Proposal from consideration or termination of Contract, once awarded.

To comply with PEC's Restriction on Communication that prohibits a person or entity seeking a PEC contract --or any other person acting on behalf of such a person or entity --from contacting PEC officials or their staff after the release date of this RFP and prior to award.

(S)he is authorized to submit this proposal on behalf of the entity.

Complete the following and sign on the signature line below. Failure to properly sign and submit this Signature Page may result in rejection of your proposal.

Respondent Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT E

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Pricing Schedule RFP Attachment B	
Litigation Disclosure Form RFP Attachment C	
Copy of Current Certificate of Insurance	
Financial Information	
Vendor Information Form (if applicable)	
* Signature Page and Corporate Resolution, if applicable RFP Attachment D	
Proposal Checklist RFP Attachment E	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.