

REQUEST FOR PROPOSAL

2016-048

**REQUEST FOR PROPOSAL
("RFP")**

for

Website Development

Release Date: Dec. 21, 2016

Proposals Due: Jan. 31, 2016

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

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003 - BACKGROUND

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 serve more than 280,000 active accounts in 24 counties in Texas. Our headquarters is located in Johnson City, Texas. PEC has 15 district and business offices located throughout its service area.

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 margins. Because of this unique business model, PEC members demand the best in service, reliability and management.

PEC's Communications & Business Services Department, through this posted request, seeks proposals from qualified respondents interested in providing services required in the redevelopment of the cooperative's public website, www.pec.coop.

004 - SCOPE OF SERVICE

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

Overview

PEC launched the current version of its public website in December 2010. Since then, the site has experienced substantial growth in users, page views and visits from mobile devices. While there have been additions and modifications to content and functionality, the overall design and organization of the public site remains basically as it was six years ago.

We are seeking a vendor – with demonstrated experience and expertise in successful website development and deployment using content management systems – to help build the next version of pec.coop. We expect the vendor to develop and successfully execute an established design system using a fully functional CMS platform that meets industry best practices and standards. PEC will utilize in-house resources to design and provide comps for all site templates.

PEC expects to maintain full control of the site upon completion.

Objectives

We desire the development of a new public-facing website that enhances the user experience; makes relevant and engaging content easier to find; better represents the new PEC brand identity; and is flexible in its customization capabilities.

Background

- **Audience:** The pec.coop website hosts approximately 80,000 to 85,000 unique visitors each month, which is more than a third of our total membership. PEC serves a territory composed of all or parts of 24 Central Texas counties, and our members range from West Texas rural to Austin urban. Currently, approximately 40 percent of traffic to pec.coop arrives via a mobile device or tablet. In addition to our primary audience – our members – our website also provides information relevant to media outlets and stakeholders including legislators, community officials and financial institutions.
- **Content management:** PEC's site currently utilizes Telerik's Sitefinity CMS. We would prefer to implement a different content management system that improves workflow administration, content staging, scheduled publication, wysiwyg editing tools, content archiving, and increased ability to create and manage events, news articles, blogs, forums, forms and other online content, including documents, images and video.
- **Timeline:** We are targeting the launch of the new website for the middle of Q2; in preparation for PEC's June 17, 2017, Annual Board of Directors Meeting.

Considerations

PEC recently underwent a logo redesign and rebranding process with an outside agency. All documentation and guidelines that support and enhance the new brand and PEC's visual identity will be provided to the vendor to be utilized and referenced during the development of the website.

In 2015, PEC hired an outside firm to conduct usability research and will make available that research and the firm's recommendations to the vendor selected for this project.

PEC will be responsible for navigation, IA, UX and will develop and supply wireframes and design comps for various templates including, but not limited to:

- desktop homepage
- desktop L1
- desktop L2
- desktop blogroll
- desktop search results
- mobile home
- mobile L1
- mobile L2
- mobile menu
- mobile blogroll
- mobile search results
- basic article [desktop + mobile]

PEC will be responsible for all content creation, migration (if applicable) and input into the CMS. We also will be responsible for image and video production and basic development and programming needs that fall outside of the scope of this RFP.

Desired Outcomes

We ask that your proposal address how your company would achieve the following goals:

- Provide a responsive online experience for members and visitors to pec.coop who may be using smartphones (iPhone and Android); tablets; laptops (Mac and PC); and desktop computers.
- Provide a framework conducive to modular design to enhance responsiveness of the site across devices.
- Recommend a content management system and plans for implementing selected CMS (TEST and PROD).
- Ensure site programmatically functions across most commonly used browsers (Chrome, Firefox, Safari, IOS, Internet Explorer v.9 and up).
- Provide a framework optimal for retina display.

- Provide navigational function that is intuitive for members and organizes content so that it is easily found and understood.
- Assist in the design and development of tools that will help members and prospective members access relevant information.
- Provide the technical infrastructure that allows pec.coop to highlight and feature multimedia content (video, audio, photo slideshows, etc.).
- Provide a framework supporting the integration of custom applications into pec.coop, including but not limited to custom forms, alerts, comments, social feeds, calendars and more.
- Provide a framework that supports the integration of additional software and portals, ensuring those with secured logins maintain established levels of security.
- Provide a robust and comprehensive search functionality that ensures members find correct information using a prominent search bar while leveraging the latest advancements in search technology and functionality. Client will provide examples of other sites they would like to replicate.
- Provide opportunity for member inquiry and feedback.
- Provide a CMS solution that allows the site to evolve with emerging technologies and PEC business needs.
- Provide recommendations on various hosting levels and solutions that provide flexibility and scalability.
- Provide an infrastructure that meets and complies with WCAG 2.0 accessibility standards.
- Provide a framework that conforms to SEO best practices.
- Provide the ability to continue to monitor site traffic using Google Analytics.

Request for Information

In addition to responses specific to the points listed in Desired Outcomes, we also request that respondents provide:

- Examples of previous clients and projects similar in size, sector or operations to PEC's proposed project.
- Examples of projects demonstrating your experience in managing website projects and successful website design, development and deployment.
- Examples illustrating expertise in mobile device optimization, specifically responsive design.
- Examples illustrating a portfolio of visually engaging, interactive, media rich and member/customer centric products.
- Examples of content management systems upon which you have built sites.

- Explanation of your company’s background and history, including key staff.
- Explanation of your company’s core capabilities and qualifications for this project.
- Explanation of your project management methodology.
- Explanation of your support process, including training.
- Explanation of your QA process.
- Explanation of what resources in addition to those listed among Considerations you would expect PEC to provide.

005 - ADDITIONAL REQUIREMENTS

INTELLECTUAL PROPERTY

If selected, Respondent (thereafter “Vendor”) agrees to abide by the following regarding intellectual property rights:

1. Intellectual Property Rights. As used herein, "Intellectual Property Rights" means copyrights, trademarks, patents, inventions, trade secrets and all other intellectual property rights as may exist now or hereafter come into existence and all renewals and extensions thereof and improvements and modifications thereto. All pre-existing Intellectual Property Rights of PEC that are utilized in connection with Respondent’s or it’s Assigned Employees' (collectively called “Repondent”) performance of the services hereunder shall remain the sole and exclusive property of PEC, as the case may be.

All inventions, improvements, discoveries, ideas, concepts, data, developments, technology, computer programs and software, formulas, designs, processes, techniques, know-how and works of authorship, including all modifications, enhancements, and improvements thereto, whether patentable or copyrightable or not (collectively "Proprietary Technology") in any deliverables under this Agreement, whether such deliverables were created alone or in cooperation with others (including but not limited to employees and contractors of PEC), shall be the sole and exclusive property of PEC; and subject to PEC’s full payment for the services actually delivered to PEC and except as otherwise specifically provided in this Agreement, PEC shall own all right, title, and interest in and to any such deliverables and all Intellectual Property Rights in any such deliverables (collectively, the "PEC Proprietary Rights"); provided, however, that Respondents shall retain the right to any general skills and know-how that Respondents may develop as a result of Respondent’s provision of the services.

Subject to PEC’s full payment for the services actually delivered to PEC and except as otherwise specifically provided in this Agreement, Respondent hereby assigns, and agrees to cause Respondent to assign to PEC all such PEC Proprietary Rights, and Respondent agrees to execute (and cause persons under its control to execute, including Assigned Employees) at PEC’s sole cost and expense such further documents as may be reasonably necessary to reflect PEC’s ownership of and title to such PEC Proprietary Rights, including without limitation recordable forms of assignment.

Respondent shall not allow Assigned Employees or any other personnel to perform any part of the services unless such personnel are first obligated to assign to PEC all such PEC Proprietary Rights as provided herein. Subject to PEC's full payment for the services actually delivered to PEC, Respondent hereby grants to PEC in connection with its use of the deliverables a non-exclusive, perpetual, non-transferable, fully-paid license, and agrees to cause Respondent to grant, royalty-free, worldwide, irrevocable right and license to use, for PEC's internal business purposes, any of Vendor's or Assigned Employees' Intellectual Property Rights to the extent included in or required to use a deliverable as contemplated under this Agreement. Further, Respondent and PEC agree that any Proprietary Technology which is a work of authorship, including but not limited to any computer program or software, is a "work made for hire" within the meaning of 17 United States Code Section 101 in that it is a work that has been specially ordered or commissioned by PEC for use as a contribution to a collective work, as part of an audiovisual work, as a translation, as a supplementary work, as a compilation and/or as an instructional text.

Indemnification: In addition to all other indemnification obligations, Respondent shall hold PEC harmless, defend and indemnify PEC from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, arising out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project or misappropriates any trade secret of any third party. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an intellectual property right or misappropriation of any trade secret of any third party, Respondent shall promptly give such information to PEC.

Upon receipt of notification that a third party claims that the software, hardware or both the software and the hardware or any other deliverable infringes upon any United States patent or copyright or otherwise misappropriates any trade secret of any third party, Respondent will immediately at PEC's discretion:

- a) obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow PEC to continue using the software, hardware, or both the software and hardware or any other deliverable, as the case may be;
- b) alter the software, hardware, or both the programs and hardware or any other deliverable so that the alleged infringement or misappropriation is eliminated; or
- c) Refund PEC such costs for any such software or hardware.

In addition, Respondent will reimburse PEC for any expenses incurred by PEC to implement emergency backup measures if PEC is prevented from using the software, hardware, or both the software and hardware or any other deliverable while the dispute is pending.

Respondent further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against PEC for infringement of any United States patent or copyright or misappropriation of a trade secret of a third party arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

- c) indemnify PEC against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with PEC during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of PEC,
2. the software, hardware, or both or any other deliverable is used by PEC in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of PEC's negligent act or omission, and PEC promptly provides Respondent with written notice within 30 days following the formal assertion of any claim with respect to which PEC asserts that Respondent assumes responsibility under this section.

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

A contract awarded in response to this RFP will take effect upon its signature by both Vendor and PEC, and will remain in effect until final PEC acceptance of all deliverables and completion of all services outlined in a Statement of Work negotiated and agreed to by both parties, but for a period of no longer than six months from the effective date of the contract.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held via WebEx (or similar online conferencing service) at **2 p.m. Central Time, on Thursday, Jan. 12, 2017**. Respondents are encouraged to prepare and submit their questions in writing in advance 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 optional but highly encouraged.

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.

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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.

APPROACH PLAN. Complete Attachment A, Part Three 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](#)

(http://pec.coop/docs/default-source/pdfs/vendorinfoform_2011_sflb.pdf)

b. A completed [IRS W9 Form](#) (http://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 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 G.

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 email 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 of Proposals.

Proposals must be submitted via email to PECbidresponse@peci.com no later than **Tuesday, Jan. 31, 2017, at 3 p.m. CST.** No hard copies of Proposals (other than submitting any original Bid Bond as may be required). Email Subject field should be marked with the following project name and number, "**RFP 2016-048 Website Development.**" 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 via 8 ½" x 11" document in PDF format. Font size shall be no less than 10-point type. All pages shall be numbered, and margins shall be no less than 1" around the perimeter of each page. Unnecessarily elaborate brochures, artwork, bindings, visual aides, 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, although websites and URLs may be referenced in descriptions or examples of previous work. Each Proposal must include the sections and attachments in the order listed in the RFP Section 008 Proposal Requirements. 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 short-hand, 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 Responses 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 directors; (2) PEC employees from the time the RFP has been released until the contract is awarded. These restrictions extend to, phone calls, emails 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 **5 p.m. Central Time on Thursday, Jan. 19, 2017**. Questions received after the stated deadline will not be answered. All questions shall be sent by email.

Kathy Bowers, Procurement Specialist
Pedernales Electric Cooperative, Inc., Procurement Department
PECbidresponse@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 during the evaluation process, 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 (50 points)

Approach Plan (30 points)

Price (20 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.

PEC will require the selected Respondent(s) to execute a contract in a form mutually acceptable to PEC and Respondent prior to award (the "Contract"). 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 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 contractor, 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	Dec. 21, 2016, 2 p.m. CST
Pre-Submittal Conference	Jan. 12, 2017, 2 p.m. CST
Final Questions Accepted	Jan. 19, 2017, 5 p.m. CST
Proposal Due	Jan. 31, 2017, 3 p.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. Professional Liability	If Respondent performing design, engineering or other professional services, with limits of at least \$1,000,000 for each occurrence and \$1,000,000 in the aggregate
6. 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 \$5,000,000 per occurrence.
7. Cyber Liability (crime and data breach)	Provides for combined coverage of \$5,000,000 for cyber crime and liability; Network & Information Security Liability; Regulatory Defense Expenses

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, 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 Email 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>	

Litigation Information.	Complete the Litigation Disclosure Form as Needed
<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.</p>	

REFERENCES

Provide three (3) references, 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:	
Email Address:	
Website:	
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:	
Email Address:	
Website:	
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:	
Email Address:	
Website:	
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. **Provide URLs to examples when applicable.**
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. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Additional Information. Please provide complete responses to those questions included in the "Desired Outcomes" and "Request for Information" portions of Section 004 – Scope of Service in the accompanying Request for Proposal.

**RFP ATTACHMENT A, PART THREE
APPROACH PLAN**

Proposed Plan Prepare and submit narrative responses to address the following items. Responses to questions listed in Attachment A – Part Three should be limited to a total of ten (10) pages. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Project Design Plan – Describe the proposed plan to define a scope of work for the website development project, including identifying required PEC and Vendor-provided resources (staffing, information, equipment, etc.), as well as a schedule of events and timelines.
2. Development Plan – Describe the proposed plan for developing the templates and tools necessary to produce the redesigned version of the website. Include a proposal and proposed timeline for two rounds of QA testing and required revisions, and identify all infrastructure (hardware, software and personnel) necessary to complete development.
3. Launch Plan – Describe the proposed plan for migrating the final website to the appropriate hosted environment, verifying successful migration and preparing the new website for launch.
4. Training Plan – Described the proposed plan for training PEC staff to independently maintain, update and expand the redesigned website as necessary, including required training materials and site documentation to ensure a successful transition and prolonged operation.
5. Additional Information – Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services and support to ensure proficient PEC maintenance during a six-month post-launch stabilization period.

RFP ATTACHMENT B

PRICING SCHEDULE

In accordance with the Request for Proposal identified as **RFP 2016-048**: Website Development, the following is an itemization of all proposed fees to perform the work outlined in the Approach Plan outlined in Attachment A, Part Three, and required to achieve the Desired Outcomes enumerated within the RFP:

Fee Proposal

Phase 1 – CMS template development	\$ _____
Phase 2 – Additional website development	\$ _____
Phase 3 – QA and launch	\$ _____
Phase 3 – Training and project documentation	\$ _____

Additional requirements or services not included in the phases identified above (please specify):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

PROJECT 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 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	
Approach Plan RFP Attachment A, Part Three	
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.