REQUEST FOR PROPOSAL

# 2018-007

Pedernales Electric Cooperative, Inc.

Janitorial Services

Release Date:  Friday, February 16, 2018
Proposals Due:  Tuesday, April 03, 2018

Proposals must be submitted via E-mail to
PECbidresponse@peci.com
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 300,000 meters in twenty-four counties in Texas. Our Headquarters is located in Johnson City, Texas. PEC has offices located throughout its service area.

PEC’s operational commitment is to deliver low-cost, reliable and safe energy solutions for the benefit of our members. PEC is recognized as a high performance organization, providing exceptional value to our members and communities through safe, reliable and innovative service.

PEC’s Facilities Department through this request for proposal ("RFP") seeks proposals ("Proposals") from qualified persons or entities ("Respondents") interested in managing nightly cleaning services for PEC buildings and two porters for day service to keep offices and entrances looking professional. Services include keeping facilities sanitized, clear of debris to maintain safe and clean environment for PEC employees.

**004 - SCOPE OF SERVICE**

**PERFORMANCE STANDARDS AND INSPECTIONS:**

1. Contractor shall ensure that its employees do not bring children, relatives, acquaintances or visitors onto PEC property at any time while in uniform or at any time during their cleaning duty shift.
2. PEC Facilities Manager will participate in interview Day Porter candidates.
3. Contractor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on PEC property. Smoking will only be allowed in designated areas.
4. Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks.
PEC RESPONSIBILITIES:

PEC will provide all necessary cleaning/paper supplies for all services provided, including, but not limited to cleaning chemicals; paper products such as toilet tissue and paper towels; commode/urinal deodorants, skin care products, and plastic can liners. (Vendor responsible for employees utilizing training)

1. STORAGE SPACE: PEC shall furnish space for the purpose of storing Contractor’s equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by PEC. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling. Current Material Safety Data Sheets must be available in all chemical storage areas. PEC assumes no security against loss or damage. In addition, PEC reserves the right to inspect the storage space at any time. Contractor shall reimburse PEC for replacement costs of any lost keys.

2. Each location shall order supplies from Staples for that location’s use.

SERVICE SPECIFICATIONS:

1. Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated task.

2. Janitor Support Contractor shall provide night janitor(s) at each facility requiring cleaning services after the facility’s normal hours of operation. The cleaning activities to be performed include all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices, as well as routine cleaning maintenance services as specified in this RFP, including, but not limited to, the ongoing clean-up of miscellaneous spills/debris; ongoing cleaning and stocking of restrooms; checking exterior trash receptacles and ash urns daily and emptying as needed; and checking all entrances, parking lots, and adjacent grounds daily and removing all trash. The day janitor may also perform setups, take-downs and cleanup activities for special functions and events, which shall require the janitor to move chairs, tables and other property. Janitors provided as day or night support must be able to lift up to 50 pounds. Janitor support may be required for 8 hours per day or 4 hours per day. PEC will select the hours for Contractor to provide services at each location. Contractor shall also provide a day porter to the Headquarters in Johnson City and Northwest Operations Center in Marble Falls.

3. Service days Monday through Friday (Night), 5 days per week; with written approval, days may change. PEC’s intent, however we may choose to add additional day, or change current days—extra service will be reflected in pricing schedule.

4. Additional Janitor Support: Contractor may modify the number of personnel assigned to work under this Contract, as it deems necessary and/or propose alternatives to initial staffing levels for consideration by PEC. The merits of any and all alternatives proposed by Contractor shall be judged on the basis of how the alternative shall impact the operations at each respective facility. Any additional personnel shall be at the expense of Contractor, unless requested by PEC to perform additional tasks not covered in this contract. PEC shall have the right to modify the cleaning schedules with notice to Contractor, either on a temporary or permanent basis.

5. Janitor Support Changes: Any change in day or night janitor personnel must be reviewed and approved by each Facility Representative before personnel is scheduled for work. Contractor shall have a Cleaning Supervisor available for callback without additional cost to PEC if at any time the cleaning staff fails to perform or does not arrive to perform the duties listed herein. Contractor shall provide PEC with a 24 hour contact phone number:

6. Each PEC office will provide a daily log that will document requests or concerns that need addressing. The contract supervisor will review the daily log; address requests or concerns, and document responses to the entered requests or concerns. Results will be discussed in conjunction with the manager, or his designee.

7. SIGN-IN PROCEDURES: Contract Employees will use a dedicated phone at each location to check in and out with employer.

8. SERVICE HOURS: Contractor shall provide sufficient personnel required to satisfactorily accomplish Standard Services Monday through Friday between 4:30 PM and 10:00 PM or as agreed upon per location. The Facilities Manager or District Director at any of the listed PEC locations may request that Contractor perform floor maintenance, carpet shampooing and extraction or deep steam cleaning on a Saturday or Sunday as needed.

9. Liquidated Damages for Non-Performance: The Parties agree that the actual damages that might be sustained PEC by reason of Contractor’s failure to perform are uncertain and would be difficult of ascertainment, and that the sums set forth below for the particular breaches specified would be a reasonable compensation for such breaches.
Contractor hereby promises to pay, PEC hereby agrees to accept, such sum(s) as liquidated damages, and not as a penalty, in the event of such breach. Selected Respondent shall pay such sum(s) within 5 days of receipt of notice from PEC, which notice shall describe the breach. If Selected Respondent fails to pay such sum(s) in a timely manner, PEC may withhold said sum(s) from any amounts due to Selected Respondent under this or any other contract with PEC. The assessment of liquidated damages shall be based on inspections that PEC will conduct daily. Unsatisfactory performance is an overall weekly rating of below three (3). For purposes of this section, unsatisfactory performance constitutes non-performance. Continued non-performance may result in contract termination.

10. For an overall WEEKLY unsatisfactory performance, a 15% deduction of the invoiced charges for the week during which the performance was unsatisfactory.

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

**Standard Daily Services**

**Kitchen/Commercial Kitchen/Break Room/Common Area**
- Empty and clean coffee pots and tea containers - wash by hand
- Tea Containers - place cascade liquid gel located under the kitchen sink and hot water in container and let soak 10-15 minutes
- Coffee Pots - Place cascade and hot water in container and let soak 10-15 minutes
- Place coffee pots on drying pad upside down to dry
- Wipe behind and under coffee makers
- Clean behind and under water machines
- Clean inside, behind and under microwaves
- Clean behind and under condiments and cups on counter
- Run Dishwasher as needed
- Clean all kitchen counters
- Clean stove surfaces
- Clean all tables and chairs in kitchen
- Polish stainless steel as necessary
- Empty all trash bins using Brute at individual trash bins
- Clean the outside of trash cans (especially stainless steel)
- Clean the inside of trash cans if have odor
- Clean areas behind all trash cans
- Remove all trash to designated area
- Sweep all floors daily
- Mop all floors daily with clean warm water and change mop head weekly or earlier
- Refill paper towel, napkin and soap dispensers. Replace liners and batteries in dispensers as needed.
- Stock cups, coffee, sugar, creamers, etc.
- Treat and remove carpet spots, if applicable

**Elevators (at locations with Elevators)**
- Vacuum and clean all spots and stains from carpeted areas
- Clean and polish all inside perimeters including jambs, call plates, and elevator tracks removing all fingerprints and smudges
- Clean and polish elevator door
- Remove all gum, stains, or debris from ceilings and handrails
- Disinfect all buttons, handrails, emergency phone and security compartments
- Treat and remove carpet spots, if applicable

**Auditorium (at locations with Auditorium)**
Check on condition of Auditorium. If dirty:
- Dust mop
- Dust wood furniture, tops of exit signs, corners, doors, and window sills
- Empty trash bins using Brute to go to individual trash bins
- Vacuum and mop if meetings have taken place for the day
- Treat and remove carpet spots, if applicable

**Interior/Exterior Stairwells**
- Sweep/vacuum stairwells and landings removing all smudge marks and fingerprints
• Remove any trash or cigarette butts
• Mop, if applicable
• Damp wipe light switches, handrails, banisters, ledges and door knobs with disinfectant, if applicable
• Treat and remove carpet spots, if applicable

Restrooms
• Place cleaner in to toilet and leave for 5-10 minutes
• Clean toilet bowls and urinals
• Clean toilet seats
• Clean outside of toilet bowls
• Maintain employee usage level
• Clean and refill toilet paper
• Clean handrails and disinfect
• Clean partitions and disinfect
• Remove trash and refill trash bags
• Sweep floor
• Refill multifold
• Refill hygiene bags and disinfect
• Refill hand soap - do not dilute
• Maintain air freshener spray and replace batteries, as needed
• Wipe down and clean from any sanitary debris, smudges, or fingerprints
• Clean sinks
• Clean counters
• Clean smudges from mirrors
• Empty trash bins using Brute to go to individual trash bins
• Wet mop tile floors with disinfectant cleaner, paying special attention to areas under all urinals and toilets. Remove alkaline deposits and soap spills from floor tile grout.
• Clean all walls, wall coverings and artwork as to remove all marks, smudges and fingerprints.
• Pour clean hot water down floor drains to prevent sewer gas from escaping
• Treat and remove carpet spots, if applicable

Lobby
• Clean all side vision glass
• Empty all trash receptacles using Brute and replace liners daily. Wash receptacles, as needed.
• Dust all horizontal surfaces including lobby desk
• Clean all walls, wall coverings, artwork and doors as to remove all marks, smudges and fingerprints
• Damp wipe light switches and door knobs with disinfectant cleaner
• Vacuum and clean all spots and stains from carpeted areas
• Vacuum mats and ensure they are neatly arranged and lying flat on the floor
• Clean all directory boards (exterior)
• Empty all urns of cigarette butts and debris. Add sand, as needed.
• Dust mop and damp mop entry floors
• Treat and remove carpet spots, if applicable

Cubicles
• Empty trash bins using Brute to go to individual trash bins and replace liners
• Vacuum and clean all stains from carpeted areas
• Wipe fingerprints and smudges off glass surfaces including doors
• Dust desk that are free of papers, computer screens, behind computers, signs, blinds, picture frames, tables, doors and baseboards
• Dispose of all trash in outside dumpster
• Treat and remove carpet spots, if applicable

Conference Rooms
• Empty trash bins using Brute to go to individual trash bins and replace liners
• Vacuum and clean all stains from carpeted areas
• Dust all horizontal surfaces
• Clean all smudges and fingerprints off walls and doors
• Treat and remove carpet spots, if applicable
Weekly Service

Kitchen
- Wipe down and spray with Lysol
- Door handles
- Light switches
- Grills, Flat Tops, Ovens and Ranges
- Clean ceiling vents
- Run dishwasher if no dishes have been used lately
- Dust wood furniture, tops of exit signs, corners, doors, window sills and vending machines
- Clean all enamel and or tile walls
- Check all mist deodorizers. Replace canister and batteries when needed

Auditorium (at locations with Auditorium)
- Wipe fingerprints and smudges off glass surfaces including doors - don't use stainless steel polish
- Clean ceiling vents
- Dust wood furniture, top of exit signs, corners, doors and window sills
- Sweep floors
- Vacuum by Dais
- Dust mop floors
- Mop floors
- Clean all enamel and or tile walls
- Check all mist deodorizers. Replace canister and batteries when needed.

Alcove
- Wipe fingerprints and smudges off glass surfaces including doors
- Clean ceiling vents
- Dust wood furniture, tops of exit signs, corners, doors and window sills
- Sweep floors
- Mop floors
- Clean all enamel and or tile walls
- Check all mist deodorizers. Replace canister and batteries, when needed.

Interior/Exterior Stairwell
- Vacuum/Sweep stairwells
- Mop
- Wipe fingerprints and smudges off handrails - don't use stainless steel polish
- Dust tops of exit signs, corners and doors
- Vacuum carpets if applicable
- Clean all enamel and or tile walls
- Check all mist deodorizers. Replace canister and batteries when needed.

Lobby
- Wipe fingerprints and smudges off glass surfaces including doors
- Clean ceiling vents
- Dust wood furniture, tops of exit signs, corners, doors and window sills
- Dust desk that are free of papers, computer screens, behind computers, signs, blinds, picture frames, tables, doors, and baseboards
- Pull file cabinets out to vacuum behind them
- Remove trash using Brute to go to individual trash bins and replace trash can liners
- Clean all enamel and or tile walls
- Check all mist deodorizers. Replace canister and batteries when needed.

Cubicles/Offices
- Clean Ceiling Vents
- Dust Wood Furniture, Tops of Exit Signs, corners, doors and window sills
- Dust desks that are free of papers, computer screens, behind computers, signs, blinds, picture frames, tables, doors, and baseboards
- Pull me cabinets out to vacuum behind them
- Remove trash using Brute and replace trash can liners
Monthly Service

Kitchen
Every 3rd Monday
Auditorium (at locations with Auditorium)
• Vacuum and remove any spots or debris from dais
• Dust dais and remove any fingerprints and smudges
• Dust mop
• Mop
• Clean door handles, light switches and spray with Lysol

Auditorium Restroom (at locations with Auditorium)
• Place cleaner in toilet and leave 5-10 minutes
• Clean toilet bowls and urinals
• Clean toilet seats
• Clean outside of toilet bowls
• Maintain employee usage level
• Clean and refill toilet paper
• Clean handrails and disinfect
• Clean partitions and disinfect
• Remove trash and refill trash bags
• Sweep floor
• Refill multifold
• Refill hygiene bags and disinfect
• Refill hand soap - do not dilute
• Maintain air freshener spray and replace batteries, as needed
• Wipe down and clean from any sanitary debris, smudges, or fingerprints
• Clean sinks
• Clean counters
• Clean smudges from mirrors
• Empty trash bins using Brute to go to individual trash bins
• Wet mop tile floors with disinfectant cleaner, paying special attention to areas under all urinals and toilets. Remove alkaline deposits and soap spills from floor tile grout.
• Clean all walls, wall coverings and artwork as to remove all marks, smudges and fingerprints
• Pour clean hot water down floor drains to prevent sewer gas from escaping.
• Upstairs Board Room
• Dust board table and window sills
• Vacuum board room
• Vacuum or dust all air vents and grills lights, fixtures and wall hangings.
• Clean counter and sink area
• Polish all doors, floor plates and hardware
• Clean door handles, light switches and spray with Lysol
• Clean and dust all artificial plants and arrangements
• Using special care of frosted image, gently clean fingerprints and any smudges from board room entrance window

Quarterly
• Schedule deep cleaning for each office location under or added to agreement
• Dust/clean all baseboards
• Dust battery packs under desk

Annually
• Wall-to-wall carpet cleaning, as requested
DAY JANITOR

Job Overview:
Responsible for general oversight, cleaning and stocking supplies in all public areas inside and outside of assigned building, including restroom as needed. Respond to business management needs in a timely and effective manner. May need to clean any secured areas which cannot be cleaned at night.

Job Duties:
Does not replace any night cleaning crew services responsibilities as indicated in scope of work

1. Respond to building request as instructed
2. Monitor entire lobby areas and plaza for cleanliness
3. Ensure break rooms are stocked and clean before and after breaks
4. Wipe down counter tops
5. Remove debris from floor
6. Clean toilets/sinks as needed
7. Check mode dispensers for supplies and refill as needed, empty modes receptacle if needed
8. Fill paper towel, toilet paper and soap dispensers as needed
9. Clean any spills as needed
10. Set out rain mats on rainy days; keep in clean condition
11. Spot clean fingerprints/marks on doors/mirrors
12. Clean fingerprints/marks from glass doors/mirrors
13. Perform high/low detail dusting/vacuuming
14. Vacuum carpets as needed
15. Continuous walking and standing
16. Properly maintain exterior of the Building from ground level, monitor all garden areas
17. Change light bulb in the common areas and tenant suites; light bulbs to be supplied by Owner
18. Exposure to dust, gas, fumes, extremes in temperature and or humidity
19. Minor maintenance to Facilities
20. Follow all safety and personnel rules and regulations
21. Administrative Services support

Essential Job Functions/Qualifications:

1. Must be able to function as main contact for client and tenants in building, using high level of professionalism and communication skills
2. Must have ability to work with little to no supervision and be able to independently determine tasks to complete on a daily basis
3. Must be able to perform all physical aspects of the above job duties
4. Must be able to speak and communicate effectively with management and customer. Must be able to speak/understand written English
5. Previous experience preferred but not required
PROPOSED FACILITIES

Respondent must state capability and willingness to deliver the products/services to the following locations:

<table>
<thead>
<tr>
<th>Headquarters Buildings</th>
<th>Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headquarters Main Building</td>
<td>201 South Avenue F</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>SCADA/Moursund</td>
<td>300 East Lady Bird Lane</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>Annex</td>
<td>302 South Avenue F</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>Yellow House</td>
<td>208 Main Street</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>Field House</td>
<td>303 South Avenue F</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>System Engineering Building A</td>
<td>300 Haley Road</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>System Engineering Building B (go through gate entrance)</td>
<td>302 Haley Road</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>Mail Room</td>
<td>302 East Lady Bird Lane</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>Training Center/IT</td>
<td>1506 US Hwy 281 N</td>
<td>Johnson City</td>
<td>TX</td>
</tr>
<tr>
<td>Cedar Park Railyard</td>
<td>601 East Whitestone Ste 620</td>
<td>Cedar Park</td>
<td>TX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>District Offices</th>
<th>Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bertram District</td>
<td>365 East Hwy 29</td>
<td>Bertram</td>
<td>TX</td>
</tr>
<tr>
<td>Northwest Operations Center (NWOC)</td>
<td>4302 North Hwy 281</td>
<td>Marble Falls</td>
<td>TX</td>
</tr>
<tr>
<td>Canyon Lake District</td>
<td>1530 FM 2673</td>
<td>Canyon Lake</td>
<td>TX</td>
</tr>
<tr>
<td>Cedar Park District</td>
<td>1949 West Whitestone Blvd</td>
<td>Cedar Park</td>
<td>TX</td>
</tr>
<tr>
<td>Kyle District</td>
<td>1810 FM 150</td>
<td>Kyle</td>
<td>TX</td>
</tr>
<tr>
<td>Liberty Hill District</td>
<td>10625 West Hwy 29</td>
<td>Liberty Hill</td>
<td>TX</td>
</tr>
<tr>
<td>HEADQUARTERS</td>
<td>LOCATION RATE</td>
<td>HEADQUARTERS</td>
<td>PAYMENT</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------</td>
<td>--------------</td>
<td>---------</td>
</tr>
<tr>
<td>201 South Avenue F</td>
<td>HEADQUARTERS</td>
<td>35,917</td>
<td></td>
</tr>
<tr>
<td>302 South Avenue F</td>
<td>HEADQUARTERS</td>
<td>132</td>
<td>5,634</td>
</tr>
<tr>
<td>208 East Main Street</td>
<td>HEADQUARTERS</td>
<td>1,451</td>
<td></td>
</tr>
<tr>
<td>303 South Avenue F</td>
<td>HEADQUARTERS</td>
<td>1,441</td>
<td></td>
</tr>
<tr>
<td>300 Haley Road</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>7,300</td>
<td></td>
</tr>
<tr>
<td>302 Haley Road</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>3,100</td>
<td></td>
</tr>
<tr>
<td>302 Haley Road</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>1,750</td>
<td></td>
</tr>
<tr>
<td>302 Haley Road</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>1,150</td>
<td></td>
</tr>
<tr>
<td>302 East Lady Bird Lane</td>
<td>HEADQUARTERS</td>
<td>3</td>
<td>1,200</td>
</tr>
<tr>
<td>1506 US Hwy 281</td>
<td>HEADQUARTERS</td>
<td>41</td>
<td>14,602</td>
</tr>
<tr>
<td>365 East Hwy 29</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>58</td>
<td>6,000</td>
</tr>
<tr>
<td>1530 FM 2673</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>59</td>
<td>6,500</td>
</tr>
<tr>
<td>1949 West Whitestone Blvd</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>54</td>
<td>5,250</td>
</tr>
<tr>
<td>601 East Whitestone Blvd, Suite 620</td>
<td>HEADQUARTERS</td>
<td>10</td>
<td>4,843</td>
</tr>
<tr>
<td>4302 North Hwy 281</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>59</td>
<td>32,000</td>
</tr>
<tr>
<td>1810 FM 150</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>66</td>
<td>7,276</td>
</tr>
<tr>
<td>10825 West Hwy 29</td>
<td>DISTRICT AND WAREHOUSE</td>
<td>45</td>
<td>9,888</td>
</tr>
</tbody>
</table>
005 - ADDITIONAL REQUIREMENTS

Bonds.

Performance Bond. If the contract is in excess of $100,000, the selected Respondent shall provide a Performance Bond made payable to PEC, executed by a corporate surety acceptable to PEC who is licensed pursuant to the Texas Insurance Code in the full amount of the Contract price to cover the selected Respondent's faithful performance of the obligations under the contract. Said Performance Bond must be in a form acceptable to PEC. Said Performance Bond shall further provide that the surety shall indemnify for all damages or losses resulting from the principal's default. Said Performance Bond shall further guarantee the principal's performance of all terms and obligations under the contract. Said Performance Bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the Performance Bond to bind the surety. This Performance Bond must be executed and delivered to PEC prior to commencement of work under the contract.

Respondent's failure to deliver Performance and/or Payment Bonds to PEC which comply with the requirements herein within 10 days after demand shall be a material breach of the contract.

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:

At PEC's request, and at any time, Respondent shall provide to PEC for its review (documentation consisting of a written resume or curriculum vitae of each proposed individual who Respondent anticipates will provide Services or perform any portion of the Services. The resume or curriculum vitae shall contain the information set forth below. Before assigning an individual to act whether as an initial assignment or a subsequent assignment, Respondent will notify PEC in person or by electronic mail of the proposed assignment, will provide PEC with a written resume or curriculum vitae, and will obtain PEC's approval. Personnel who PEC determines in its sole discretion at any time do not have the requisite skills to perform the tasks or activities assigned to them shall not be permitted to perform any portion of the Services. Respondent shall not assign any of the Services or permit such party to perform any portion of the Services without PEC's prior written approval.

- Whether the proposed personnel is a full-time employee of Respondent;
- The educational background and relevant experience of the personnel; and
- The home base from which the personnel will travel to PEC's site.

Respondent may be requested to conduct employee background checks, which may include controlled substance testing, criminal background screening, and a motor vehicle record check to the extent allowable by law.

PEC, at its sole discretion, may request a criminal background check on any personnel entering PEC or PEC's member’s property.

PEC reserves the right to audit or perform background checks on Respondent’s personnel to confirm satisfaction with PEC requirements.

Respondent will confirm in writing that its personnel assigned to perform Services has successfully met Respondent’s screening and background checking requirements conducted or caused to be conducted for each such personnel either as a part of their hiring or prior to assignment to perform Services under an SOW ensuring that each of Respondent’s personnel meet the minimum qualifications of the position and has successfully completed all employment eligibility, background checks and screening.

All costs related to such background checks shall be the responsibility of Respondent.
INTELLECTUAL PROPERTY

Not Applicable

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a three (3) year period.

007 – MANDATORY PRE-SUBMITTAL CONFERENCE

A Mandatory Pre-Submittal Conference will be held at **10:00 A.M., Central Standard Time, on Tuesday, March 06, 2018.** 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. Site Tours, if any, will be scheduled at a later date.

**R.S.V.P.** is required, please **R.S.V.P.** with the names of attendees, no later than **3:00 P.M., Central Standard Time, Monday, March 05, 2018,** to Procurement Specialist Amanda Mize, amanda.mize@peci.com.

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.

**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
b. A completed IRS W9 Form

c. A completed PEC Electronic Payment Form

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 an electronic 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.

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 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 10:00 A.M., Central Standard Time, Tuesday, April 3, 2018. No hard copies of Proposals will be accepted. E-mail Subject field should be marked with the following project name and number, RFP 2018-007 Janitorial Services Attn: Amanda Mize. 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 aids, 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.

Proposal Size. Attached files must not exceed twenty-five (25) megabytes.

Proposal Receipt. Receipt of Proposal will be emailed to the Respondent as proof of time and date stamp. Failure to receive an email from PEC may indicate the Proposal has not been received. It is the responsibility of the Respondent to obtain confirmation of receipt prior to the submission deadline addressed to procurement@peci.com and PECbidresponse@peci.com.
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.

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.

Confidentiality, Ethics and Reporting

Open Records. PEC is subject to an Open Records Policy adopted by its Board of Directors and a Designation of Competitive Matters adopted by its Board of Directors. 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 the Designation of Competitive Matters) or 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 hard 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. If another party requests access to information marked confidential, then PEC shall ask Respondent if the information may be released.

PEC Information. All information regarding PEC furnished or available to Respondent under this Agreement, including, without limitation, any Purchase Order or any customer information, is confidential information (and shall be included within the defined term "Confidential Information") and shall not be disclosed by Respondent to any person or entity other than Respondent’s employees having a need to know such information to perform Respondent’s duties and obligations under this Agreement. Additionally, Respondent shall not disclose to any third party, including, but not limited to Respondent’s subcontractors, affiliates or agents, any Confidential Information without PEC’s prior written consent. Respondent shall protect such Confidential Information with a degree of care at least as restrictive as it uses to protect its own confidential information, which in any event shall be no less than a reasonable degree of care. Respondent shall only use such Confidential Information solely in connection with performing the Services under this Agreement. Upon PEC’s request, Respondent shall promptly return to PEC or destroy such Confidential Information, as PEC may instruct. If disclosure is required by law, then Respondent shall immediately notify PEC in writing of the existence, terms and circumstances surrounding the request so that PEC may, in its sole discretion, seek a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure sought by such request. Respondent shall use its best efforts to assist PEC in obtaining proprietary or confidential treatment of the information by the third party to whom the information is disclosed, and will, to the extent such remedies are available, seek protective orders limiting the dissemination and use of the information. Nothing herein diminishes PEC’s right to challenge any law or legal proceeding requiring the disclosure.

Information Security. Respondent represents and agrees that it has and will maintain in place commercially reasonable precautions to safeguard the confidentiality, security and integrity of Confidential Information. These precautions shall include, as applicable, (A) contractual restrictions on access to the information by vendors and other third parties, (B) intrusion detection systems on all information systems of PEC maintained or controlled by Respondent, and (C) notification procedures for notifying PEC promptly in the event a security or information breach or disclosure is detected or suspected, as well as other response programs when there is a suspected or detected unauthorized disclosure, access or attempted access of PEC’s information. These precautions shall include, as appropriate: (i) access controls to PEC’s Information systems, including controls to identify and permit access only to authorized individuals and controls to prevent access to PEC’s Information through fraudulent means, (ii) employee controls and training, (iii) physical access
restrictions at locations where PEC Information is located; (iv) encryption of electronic PEC Information when appropriate or legally required and (v) a disaster recovery plan as appropriate to protect against loss or damage to PEC Information due to potential hazards such as fire or water damage or technological failures. Respondent agrees that it will (i) monitor the foregoing measures with periodic audits or testing and (ii) provide copies (or excerpts) of the same to the extent Respondent is not otherwise subject to a confidentiality requirement or that disclosure of such audit or testing does not present a security risk for Respondent to inform PEC that Respondent is implementing such provisions. “PEC Information” includes any personal identifying information or sensitive personal information including information on members of PEC or otherwise contains materials that, in either party’s reasonable determination, are the subject of relevant privacy law, rule or regulation.

Ethics and Reporting. PEC is subject to an Ethics and Compliance Reporting Policy adopted by its Board of Directors effective December 1, 2015 as may be amended from time to time. Any suspected violations of PEC’s Code of Ethics, Conflict of Interest Policy, values, and standards of conduct are required to be reported to PEC management, consisting of any manager, director, officer, attorney of PEC or to PEC’s Human Resources Department or PEC’s Ethics and Compliance Officer.

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 10:00 A.M., Central Standard Time, Tuesday, March 20, 2018. Questions received after the stated deadline will not be answered. All questions shall be sent via e-mail.

Amanda Mize, Procurement Specialist
Pedernales Electric Cooperative, Inc., Procurement Department
Amanda.mize@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 (40 points)

Approach Plan (40 points)

Price (20 points)
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.

Invoicing PEC will be invoiced monthly for all amounts payable by PEC pursuant to the terms hereof. Required documents will be provided to PEC by Selected Respondent for review and approval of invoices. Invoices are payable to the remittance name and address listed on the submitted invoice(s). No payment made to Selected Respondent shall be construed as an acceptance or approval of any of workmanship or materials or construed as a waiver of any claim or right that PEC may then or thereafter have against Selected Respondent.

Invoices must be accompanied by Selected Respondent’s material invoice. Selected Respondents will apply their approved Respondent’s Cost plus % to applicable line items order to determine price for material and equipment.

All invoices must be emailed to accounts.payable@peci.com with a copy to the appropriate district or location contact person.

No payment shall be due while Selected Respondent is in default in respect of any of the provisions of the Agreement, and PEC may withhold from Selected Respondent the amount of any claim by a third party against either the Selected Respondent or PEC based upon an alleged failure of the Selected Respondent to perform the Services hereunder in accordance with the provisions of the Agreement, the Purchase Order and any applicable Change Order or Change Directive.

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 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.

Non-solicitation. Respondent shall not hire or solicit or endeavor to influence any personnel of PEC to seek employment or a contractor relationship with Respondent while this Agreement is in effect and for a period of six (6) months after termination or expiration of this Agreement without PEC’s prior written consent. Notwithstanding the foregoing, PEC shall have the right to hire any individual who, without other solicitation, responds to employment advertising in the newspapers, trade publications, or other public commercial media or any unsolicited walk-in candidates.

Other Contracts. PEC may undertake or award other contracts for additional work at or near the site of Project under this Agreement. Respondent shall fully cooperate with the other contractors and with PEC and shall carefully adapt scheduling and performing the Services under this Agreement to accommodate the additional work, heeding any direction that may be provided by PEC. Respondent shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PEC’s employees.
# Schedule of Events

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

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date and Time</th>
<th>Contact Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>Friday, February 16, 2018</td>
<td></td>
</tr>
<tr>
<td>R.S.V.P. for Mandatory Pre-Submittal Conference</td>
<td>3:00 P.M., CST, Monday, March 05, 2018</td>
<td><a href="mailto:amanda.mize@peci.com">amanda.mize@peci.com</a></td>
</tr>
<tr>
<td>Mandatory Pre-Submittal Conference</td>
<td>10:00 A.M., CST, Tuesday, March 06, 2018</td>
<td></td>
</tr>
<tr>
<td>Final Questions Accepted</td>
<td>10:00 A.M., CST, Tuesday, March 20, 2018</td>
<td></td>
</tr>
<tr>
<td>Proposal Due</td>
<td>10:00 A.M., CST, Tuesday, April 03, 2018</td>
<td><a href="mailto:PECbidresponse@peci.com">PECbidresponse@peci.com</a></td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>2. Employer’s Liability</td>
<td>Not less than $1,000,000 per occurrence and $1,000,000 per disease/each employee.</td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td>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.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>4. <strong>Automobile Liability</strong></th>
<th>(owned, hired and non-owned, leased); with a combined single limit of not less than $1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. <strong>Umbrella Insurance (Excess Liability)</strong></td>
<td>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</td>
</tr>
</tbody>
</table>
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.
**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.)

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Respondent Name:</strong> (NOTE: Give exact legal name as it will appear on the contract, if awarded.)</td>
<td></td>
</tr>
<tr>
<td>Principal Address, City, State, and Zip Code</td>
<td></td>
</tr>
<tr>
<td>Telephone No:</td>
<td></td>
</tr>
<tr>
<td>Fax No:</td>
<td></td>
</tr>
<tr>
<td>Website address:</td>
<td></td>
</tr>
<tr>
<td>Year established:</td>
<td></td>
</tr>
<tr>
<td>Provide the number of years in business under present name:</td>
<td></td>
</tr>
<tr>
<td>Social Security Number or Federal Employer Identification Number</td>
<td></td>
</tr>
<tr>
<td><strong>DUNS NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td>Business Structure: 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)</td>
<td></td>
</tr>
<tr>
<td>Annual Revenue:</td>
<td></td>
</tr>
<tr>
<td>Total Number of Employees:</td>
<td></td>
</tr>
<tr>
<td>Total Number of Current Clients/Customers:</td>
<td></td>
</tr>
<tr>
<td>Briefly describe other lines of business that the company is directly or indirectly affiliated with:</td>
<td></td>
</tr>
<tr>
<td>Texas Comptroller’s Taxpayer Number, if applicable</td>
<td></td>
</tr>
<tr>
<td>NOTE: This 11-digit number is sometimes referred to as the Comptroller’s TIN or TID.)</td>
<td></td>
</tr>
<tr>
<td>Briefly describe other lines of business that the company is directly or indirectly affiliated with:</td>
<td></td>
</tr>
<tr>
<td>List Related Companies:</td>
<td></td>
</tr>
<tr>
<td>Printed Name of Contract Signatory and Title:</td>
<td></td>
</tr>
<tr>
<td>Provide any other names under which Respondent has operated within the last 10 years and length of time under for each</td>
<td></td>
</tr>
<tr>
<td>Provide address of office from which this project would be managed (Address, City, State, and Zip Code Telephone No., and Fax No.)</td>
<td></td>
</tr>
<tr>
<td><strong>Contact Information:</strong> 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)</td>
<td></td>
</tr>
<tr>
<td>Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?</td>
<td></td>
</tr>
<tr>
<td>Is Respondent authorized and/or licensed to do business in Texas? (If &quot;Yes&quot;, list authorizations/licenses)</td>
<td></td>
</tr>
<tr>
<td>Where is the Respondent’s corporate headquarters located?</td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Local/County Operation:</strong> 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)</td>
<td></td>
</tr>
<tr>
<td><strong>Debarment/Suspension Information:</strong> Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? If &quot;Yes&quot;, 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.</td>
<td></td>
</tr>
<tr>
<td><strong>Surety Information:</strong> Has the Respondent ever had a bond or surety canceled or forfeited?</td>
<td></td>
</tr>
<tr>
<td><strong>Bankruptcy Information:</strong> Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If &quot;Yes&quot;, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.</td>
<td></td>
</tr>
<tr>
<td><strong>Tax Lien Information.</strong></td>
<td>Complete the Litigation Disclosure Form as Needed</td>
</tr>
<tr>
<td><strong>Disciplinary Action:</strong> Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If &quot;Yes&quot;, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action</td>
<td></td>
</tr>
<tr>
<td><strong>Litigation Information.</strong></td>
<td>Complete the Litigation Disclosure Form as Needed</td>
</tr>
<tr>
<td><strong>Previous Contracts:</strong> Has the Respondent ever failed to complete any contract awarded? If &quot;Yes&quot;, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</td>
<td></td>
</tr>
<tr>
<td>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 &quot;Yes&quot;, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</td>
<td></td>
</tr>
<tr>
<td>Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If &quot;Yes&quot;, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</td>
<td></td>
</tr>
</tbody>
</table>
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. PEC employees should not be included as a reference.

<table>
<thead>
<tr>
<th>Reference No. 1:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm/Company Name:</td>
</tr>
<tr>
<td>Contact Name and Title:</td>
</tr>
<tr>
<td>Address, City, State, Zip Code:</td>
</tr>
<tr>
<td>Telephone No:</td>
</tr>
<tr>
<td>Fax No:</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Date and Type of Service(s) Provided:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference No. 2:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm/Company Name:</td>
</tr>
<tr>
<td>Contact Name and Title:</td>
</tr>
<tr>
<td>Address, City, State, Zip Code:</td>
</tr>
<tr>
<td>Telephone No:</td>
</tr>
<tr>
<td>Fax No:</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Date and Type of Service(s) Provided:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference No. 3:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm/Company Name:</td>
</tr>
<tr>
<td>Contact Name and Title:</td>
</tr>
<tr>
<td>Address, City, State, Zip Code:</td>
</tr>
<tr>
<td>Telephone No:</td>
</tr>
<tr>
<td>Fax No:</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Date and Type of Service(s) Provided:</td>
</tr>
</tbody>
</table>
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. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent’s qualifications.
**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.

**Janitorial Services Plan.** Prepare and submit narrative responses to address the following items. Responses should be limited to a total of 20 pages.

**Ramp Up Plan** – Describe how Respondent will ramp up to meet the PEC’s janitorial service requirements. Provide information such as badging and staffing. Indicate what the timeframes are for Respondent to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting.

**Staffing Plan** – Describe Respondent Staffing Plan for providing Janitorial Services at the Various PEC Facilities. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Provide the Respondent standard job description for Shift Supervisor and Janitor positions. Provide a color photograph of the Respondent proposed uniform.

1. Please indicate how staff positions are to be filled. PEC will have direct contact with awarded respondent(s).

2. Provide number of full time employees who shall be directly assigned to this service, and supply their relevant experience. Provide resume of the Superintendent showing general qualifications and experience.

3. Provide number of janitorial staff that are related?

4. If janitorial staff is related will the Quality Control Specialist be related? If so, how?

5. Is there a quality control janitorial staff at each location?

**Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with PEC, and control of subcontractors’ performance, if any.

**Customer Service Plan** - Discuss lines of communications and interaction with PEC customers, including PEC Staff and others.

1. State the key personnel communication response turn-around time?

2. State key personnel janitorial staff communication plan.

**Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working at the PEC.

**Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract.

**Additional Information** - Provide any additional plans and/or relevant information about Respondent approach to performing the Janitorial Services.
RFP ATTACHMENT B

PRICING SCHEDULE

PLEASE NOTE: RFP ATTACHMENT B IS PROVIDED ON A SEPARATE EXCEL FORMAT FOR YOUR RESPONSE
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.

<table>
<thead>
<tr>
<th>Question</th>
<th>Response (Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>No</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Document</th>
<th>Initial to Indicate Document is Attached to Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
<td></td>
</tr>
<tr>
<td>Executive Summary</td>
<td></td>
</tr>
<tr>
<td>General Information and References</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment A, Part One</td>
<td></td>
</tr>
<tr>
<td>Experience, Background &amp; Qualifications</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment A, Part Two</td>
<td></td>
</tr>
<tr>
<td>Approach Plan</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment A, Part Three</td>
<td></td>
</tr>
<tr>
<td>Pricing Schedule</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment B</td>
<td></td>
</tr>
<tr>
<td>Litigation Disclosure Form</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment C</td>
<td></td>
</tr>
<tr>
<td>Copy of Current Certificate of Insurance</td>
<td></td>
</tr>
<tr>
<td>Audited Financial Statements</td>
<td></td>
</tr>
<tr>
<td>Vendor Information Form (if applicable)</td>
<td></td>
</tr>
<tr>
<td>* Signature Page and Corporate Resolution, if applicable</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment D</td>
<td></td>
</tr>
<tr>
<td>Proposal Checklist</td>
<td></td>
</tr>
<tr>
<td>RFP Attachment E</td>
<td></td>
</tr>
</tbody>
</table>

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