

**REQUEST FOR
PROPOSAL
#2019-011**



**Insulating Tools, Booms and Equipment
Testing Program**

Release Date: June 11, 2019
Proposals Due: July 2, 2019

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

PEC's Safety Department through this request for proposal ("RFP") seeks proposals ("Proposals") from qualified persons or entities ("Respondents") interested in:

1. **Section 004**; Scope of Service for the Testing Protective Grounding Jumper Assemblies, which includes flexible cables, ferrules, clamps and connectors used in the temporary protective grounding of de-energized circuits as stated in OSHA 1926.962 for any employee to work transmission and distribution lines or equipment as de-energized.
2. **Section 005**; Scope of Service for the Di-Electric Testing of Rubber Gloves and Sleeves. This component covers the in-service care, inspection, and testing of insulating gloves and sleeves used for protection from electrical shock.
3. **Section 006**; Scope of Service for the Di-Electric Testing of Rubber Insulated Equipment. This component covers the in-service care and testing of electrical protective equipment, specifically insulating blankets, covers and line hose made of rubber.
4. **Section 007**; Scope of Service for the Di-Electric Testing of Live-line Insulated Tools and Equipment. This component covers the required services related to inspection, maintenance and electrical testing of live-line tools via use of AC or DC high-potential testing methods.
5. **Section 008**; Scope of Service for the Di-Electric Testing of Insulated Booms covers the di-electric testing of vehicles and other equipment with insulated booms pursuant to ANSI, ASTM and other applicable standards.

It is not required to bid on all five components to qualify. Clearly denote throughout your proposal which components are a "No Bid".

PEC has approximately:

- 775 pair of gloves (one in service and one tested and ready for rotation into)
- 775 pair of sleeves (one in service and one tested and ready for rotation into)
- 700 blankets
- 400 covers
- 800 line hoses
- 750 ground sets
- 1,500 live-line tools and equipment
- 220 fleet units

This request for proposal shall apply to PEC's Warehouses currently located at:

Bertram Warehouse (1300)
365 East Highway 29
Bertram, TX 78605

Canyon Lake Warehouse (1600)
1530 FM 2673
Canyon Lake, TX 78130

Cedar Park Warehouse (1400)
1949 West Whitestone Boulevard
Cedar Park, TX 78613

Fleet Maintenance (9540)
302-B Haley Road
Johnson City, TX 78636

Junction Warehouse (1700)
446 Highway 83 North
Junction, TX 78649

Kyle Warehouse (1500)
1810 West FM 150
Kyle, TX 78640

Liberty Hill Warehouse (1900)
10625 West Highway 29
Liberty Hill, TX 78642

Marble Falls Warehouse (1200)
4302 US Highway 281 North
Marble Falls, TX 78654

Oak Hill Warehouse (1800)
9115 Circle Drive
Austin, TX 78736

Substation & Transmission Warehouse (5310), (9120), (9320), (9310), (9420), (9520), (9530)
300-A Haley Road
Johnson City, TX 78636

004 - SCOPE OF SERVICE
Testing of Protective Grounding Jumper Assemblies

Establishing and maintaining an effective and efficient communication path with the appropriate District personnel in the creation and maintenance of the annual testing program and recording processes as described below is of great significance and value to the success of the program. District personnel will coordinate and exchange information as to the location(s) of the tools and equipment to be tested. The locations will include but not be limited to vehicles, warehouses, storage building and vehicles. Access to the locations shall be coordinated between the Respondent and the appropriate District personnel.

- The Respondent shall coordinate with the appropriate District personnel as to the area and space required for the testing activities.
- The Respondent shall have conducted a thorough and comprehensive hazard assessment of the identified testing area and made all accommodations necessary in the form of PPE and hazard recognition signs to provide a safe work area for the testing activities.
- The Respondent may be required to transfer tools and equipment from storage areas, buildings and vehicles for testing and returning to those same areas when testing activities are completed.
- The Respondent may be required to reposition vehicles and other mobile equipment for testing and returning to those same areas when testing is completed.
- Vendor may be requested to replace damaged/failed tools, if available, but only after the replacement has been approved by a PEC warehouse representative

A grounding jumper assembly is a grounding cable with connectors and ground clamps attached, also called a grounding jumper or a protective ground assembly installed temporarily on de-energized electric power circuits for the purpose of potential equalization and to conduct a short circuit current for a specified duration (time).

Reference and compliance to latest revision of OSHA 1926.962, ASTM F855- ASTM F2249 and other pertinent industry standards shall be adopted and followed by the Respondent in order to fulfill this scope.

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

FREQUENCY OF TESTING

The PEC standard for testing of grounding jumper assemblies is on an annual schedule.

MANUAL & VISUAL INSPECTIONS

Thorough manual and visual inspection shall be made of all grounding jumper assemblies prior to testing and if the following defects are evident, the grounding jumpers may be rejected without electrical testing. Examples include but are not limited to:

cracked or broken ferrules and clamps, exposed broken strands, cut or badly mashed or flattened cable, extensively damaged cable - covering material, swollen cable jacket or soft spots, indicating internal corrosion and cable strands with a black deposit on them.

- Grounding jumper assemblies which are visually defective and, after additional maintenance or repair(s), the condition(s) cannot be improved shall be removed from service and permanently marked, tagged or destroyed to prevent re-use.

ELECTRICAL TESTS

The Respondent must select the test method and equipment with the desired precision and repeatability. The test instrument should be sufficient to ensure that the cable meets requirements of DC resistance measurements and AC impedance measurements as per ASTM F2249 testing standards.

- Grounding jumper assemblies that fail the electrical test after additional maintenance or repairs are performed, shall be removed from service and permanently marked, tagged or destroyed to prevent re-use.

RECORD KEEPING

The Respondent shall document the performance information for each grounding assembly after the test has been completed. The data to be recorded shall contain at the least;

1. Site specific information;
 - o Date of test

- Location of grounding cable/assembly;
 - Vehicle #
 - Department # (when testing at the Substation & Transmission Warehouse)
 - Storage area name
 -
- 2. Equipment and Performance;
 - Size (AWG) and length of cable
 - Type of clamp(s)
 - Pass or Fail, resistance measurement values
- 3. Recording; the Respondent shall install a tag on each assembly with the following information marked in legible fashion;
 - Date of test
 - District (abbreviation)
 - Vehicle # or unique identifier number (if applicable)

005 - SCOPE OF SERVICE
Di-Electric Testing of Rubber Gloves and Sleeves

Reference and compliance to latest revision of OSHA 29 CFR 1910.137(b), including any and all pertinent industry ASTM and ANSI Standards, shall be adopted and followed by the Respondent in order to fulfill this scope.

ASTM Standards:

- D297 Test Methods for Rubber Products—Chemical Analysis
- D412 Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension
- D573 Test Method for Rubber—Deterioration in an Air Oven
- D624 Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- D120 Specification for Rubber Insulating Gloves
- D1051 Specification for Rubber Insulating Sleeves
- D2865 Practice for Calibration of Standards and Equipment for Electrical Insulating Materials Testing
- F696 Specification for Leather Protectors for Rubber Insulating Gloves and Mittens
- F819 Terminology Relating to Electrical Protective Equipment for Workers
- F1236 Guide for Visual Inspection of Electrical Protective Rubber Products
- ASTM F496-14a Standard Specification for In-Service Care of Insulating Gloves and Sleeves

ANSI Standards:

- C 39.5 Safety Requirements for Electrical and Electronic Measuring and Controlling Instrumentation
- IEEE/ASTM SI-10 Standard for Use of the International System of Units (SI): The Modern Metric System

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

- Vendor may be requested to replace damaged/failed equipment, if available, but only after the replacement has been approved by a PEC warehouse representative

FREQUENCY OF TESTING

The PEC standard for testing of rubber goods states that rubber gloves shall be electrically tested by a qualified testing lab on a recurring schedule at least once each three months (90 days)

The PEC standard for testing of rubber goods states that rubber sleeves shall be electrically tested by a qualified testing lab on a recurring schedule at least once each six months (180 days) by after they have been used.

PREPARATORY MEASURES

When gloves and sleeves are received at an electrical test facility they should be checked in as soon as practicable to eliminate any folds, creases, and improper storage.

The gloves and sleeves shall be washed, removing previous testing markings using water with cleaning agents that will not degrade the insulating properties. After washing, the gloves and sleeves shall be thoroughly rinsed with water to remove all soap or detergent, and dried.

MANUAL & VISUAL INSPECTIONS

Prior to the electrical test, gloves and sleeves should be given a preliminary inspection for punctures, tears, cuts, bruises, ozone cutting or checking, or any other obvious conditions that would adversely affect performance. If any of these conditions are found, the glove or sleeves shall be rejected, or repaired in accordance with ASTM standards.

TESTING

All testing shall be performed in full compliance with all relative OSHA, ASTM and ANSI Standards as referenced in the **SCOPE OF SERVICE**

The recommended sequence of inspection and testing of gloves and sleeves by the respondent is; check-in, washing, preliminary inspection, repair, electrical test, drying, final inspection, record-keeping and marking, powdering, pairing, and packing for storage or shipment.

DELIVERY

Gloves and sleeves successfully passing the electrical tests shall be marked with a test date, unique identifying number (if applicable) packed into appropriate containers for storage or shipment and returned to the District location. "Appropriate containers" means boxes, or similar sturdy packaging materials to prevent folding, creasing, or similar loose storage that can cause stress on the rubber.

RECORD KEEPING

Upon completion of the testing of rubber gloves and sleeves the Respondent will deliver to the authorized person at the District (as designated by the District Director);

1. a record of the gloves and sleeves tested that lists each glove as a PASS or FAIL
2. a container, pallet or method of handling, of the gloves that PASSED the testing
3. a separate container, or method of handling, of gloves that FAILED the testing

Under no circumstances will the PASSED and FAILED gloves and sleeves be stored in/on the same container, pallet or method of handling during this transfer from the testing location to the authorized person.

006 - SCOPE OF SERVICE

Di-Electric Testing of Rubber Insulating Products

Reference and compliance to the latest applicable OSHA regulations, 29CFR1910.137 covers in-service care and use of electrical protective equipment, specifically insulating blankets, covers and line hose made of rubber, and specifically references the relevant ASTM specifications. The ASTM standards applicable to the testing of this equipment include current versions/releases of;

- D1048 Standard Specification For Rubber Insulating Blankets
- D1049 Standard Specification For Rubber Insulating Covers
- D1050 Standard Specification For Rubber Insulating Line Hose
- ASTM F478, Standard Specifications For In-Service Care For Line Hose And Covers
- ASTM F479, Standards Specifications For In-Service Care For Blankets.

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

- Vendor may be requested to replace damaged/failed equipment, if available, but only after the replacement has been approved by a PEC warehouse representative

FREQUENCY OF TESTING

The PEC standard for testing of the tools and equipment in referred to in this category is on an annual (12 month) schedule.

PREPARATORY MEASURES

According to ASTM specifications when rubber insulating products are received at the electrical testing facility they should be checked in as soon as practicable to eliminate any folds, creases, and improper storage. The products will be visually inspected for defects such mold blisters, imbedded foreign matter, pinch marks, pinholes and cracks.

MANUAL & VISUAL INSPECTIONS

At a minimum the inspection and testing of rubber insulating products includes check-in, removing previous testing marking, washing using cleaning agents that will not degrade the insulating properties, visual inspection of all surfaces (inside and out), electrical test, final inspection, recordkeeping, marking, and packing in appropriate containers for storage or shipment. "Appropriate containers" means boxes, or similar sturdy packaging materials to prevent folding, creasing, or similar loose storage that can cause stress on the rubber.

TESTING

The sequence of testing for rubber insulating blankets, line hose and covers includes but not limited to; inspection of the surfaces, the thickness of the surfaces, the electrical proof test, the breakdown voltage test, the ozone resistance test and the chemical and physical property tests.

Testing processes and procedures will adhere to the ASTM and ANSI Standard Specifications for in-service care and testing for this type of equipment.

PEC does not believe that repairing or trimming defective rubber insulating products is good practice and such repairs will not be performed nor accepted back into stock. PEC will not provide parts for insulating tool repairs.

RECORD KEEPING

The Respondent shall document the performance information for each piece of rubber insulating equipment after the test has been completed. The data to be recorded shall contain at the least;

1. Site specific information;
 - Date of test
 - Location of rubber insulating equipment
 - Vehicle #
 - Department # (when testing at the Substation & Transmission Warehouse)
 - Storage area name
2. Equipment and Performance;
 - Pass or Fail, resistance measurement values
3. Recording; the Respondent shall install a tag, stamp or other method of marking on each piece with the following information marked in legible fashion;
 - Date of test
 - District (abbreviation)
 - Vehicle # or unique identifier number (if applicable)

007 - SCOPE OF SERVICE

Di-Electric Testing of Live-Line Tools and Equipment

Reference and compliance to the latest revision of OSHA, ASTM and IEEE industry standards shall be adopted and adhered to by the Respondent in order to fulfill this scope of work. These practices and standards include these and others applicable;

- OSHA 1910.269(J),
- ASTM F711-02 (2007), Standard Specification for Fiberglass-Reinforced Plastic (FRP) Rod and Tube Used in Live Line Tools, are deemed to comply with paragraph (j)(1) of this section.
- ASTM F3121 / F3121M - 16 Standard Guide for In-Service Inspection, Maintenance, and Electrical Testing of Hand-Held Live-Line Insulating Tools (Fiberglass-Reinforced Plastic (FRP))
- F1825-03(2013) Standard Specification for Clampstick Type Live Line Tools
- F1826-00(2016) Standard Specification for Live Line and Measuring Telescoping Tools
- IEEE Std 516-2009. Guidelines for the examination, cleaning, repairing, and in service testing of live-line tools are specified in the Institute of Electrical and Electronics Engineers' IEEE Guide for Maintenance Methods on Energized Power Lines

The Respondent's RFP response must include the necessary labor and other associated services to develop the following scope and deliverables related to inspection, maintenance and electrical testing live-line tool via use of AC or DC high-potential testing methods.

- Vendor may be requested to replace damaged/failed tools and equipment, if available, but only after the replacement has been approved by a PEC warehouse representative

FREQUENCY OF TESTING

The PEC standard for testing of the tools and equipment in referred to in this category is on an annual schedule.

PREPARATORY MEASURES

Tools should be visually inspected before testing for damaged or worn components, contamination or other foreign material and repaired and or cleaned. Only solvents or cleaners and cloths approved by the manufacturers of the insulating tools shall be used.

MANUAL & VISUAL INSPECTIONS

Tools and equipment shall be tested in a sequence of "as received" with light wipe of cloth so as to represent the condition of the last field use. Dry tests will precede wet tests.

ELECTRICAL TESTS

Only OSHA/IEEE/ANSI/ASTM approved testing units shall be used to test the insulating tools. Testing units such as portable electronic live-line tool tester, moisture or di-electric determination meters shall be used provided each meets the requirements of the regulatory entities such as and including those listed. Testing shall include both wet and dry tests as per insulating tool specifications.

Repair of insulating tools shall be performed only by competent personnel. In-field repair may include but not limited to brackets, hooks, handles, caps and hinges. All repairs shall be followed by a retesting of the insulated tool(s) before the approval and documenting for return to use status.

RECORD KEEPING

The Respondent shall document the performance information for each live-line tool/equipment after the test has been completed. The data to be recorded shall contain at the least;

1. Site specific information;
 - Date of test
 - Location of live-line tool/equipment;
 - Vehicle #
 - Department # (when testing at the Substation & Transmission Warehouse)
 - Storage area name
 -
2. Equipment and Performance;
 - Description of live-line tool/equipment
 - As received: pass/fail with test value
 - After cleaning and/or repair; pass/fail with test value
3. Recording; the Respondent shall install a tag on each live-line tool/equipment with the following information marked in legible fashion;
 - Date of test
 - District (abbreviation)
 - Vehicle # or unique identifier number (if applicable)

008 - SCOPE OF SERVICE

Di-Electric Testing of Insulated Aerial Booms

Reference and compliance must be in compliance with OSHA 1926.550 including any and all pertinent industry and the latest ASTM 914, ANSI A92.2, ANSI A10-31 Standards and shall be adopted and followed by the Respondent in order to fulfill this scope.

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

TECHNICIAN MINIMUM QUALIFICATIONS

- Respondent must have a minimum of three (3) years' experience in testing aerial lift platforms, buckets and booms and be certified for SNT-TC-1A Level II in at least Magnetic Particle (MT), Ultrasonic (UT), and Dye Penetrate (DT) inspection and techniques.
- The technician performing non-destructive testing must be level II SNT-TC-1A certified.

- The actual person(s) performing the inspection shall be required to present for review, proof of their SNT-TC-1A Level II certification for MT, PT and UT.

COMPLIANCE & TESTING STANDARDS

Inspections must follow and be in compliance with ASTM 914, ANSI A92.2, ANSI A10-31 and OSHA 1926.550.

An inspection will include, but is not limited to: turret pedestal, rotation bearing and system, upper and lower boom(s) and insulators, boom pins and bushings, hydraulic cylinders and gear mechanisms, pumps, valves, baskets and liners, power take-off, outriggers stabilizer bar and components and/or attachments, which may affect the operation and/or safety of aerial device/bucket trucks.

FREQUENCY OF TESTING

Contractor must be able to perform all of the following testing services as they apply on the aerial device/bucket trucks/truck cranes, additionally all test work as outlines in ASTM 914 latest edition, shall be conducted.

Tests must be performed at two (2) separate times and continue each test in 6 month intervals.

PREPARATORY MEASURES

1. Contractor must have a written procedure for all testing performed with a copy in possession of technician performing testing.
2. Procedures are to be signed by a currently employed Level III inspector.
3. Contractor must have in their possession the following tolerances from the manufacturer. Proof of compliance may be required.
 - a. Rotation bearing clearance and backlash
 - b. Critical mounting bolt grade and torque
 - c. Hydraulic relief pressure
 - d. Rated load of the device

MANUAL & VISUAL INSPECTIONS

1. Inspection must follow and be in compliance with ASTM 914, ANSI A92.2, ANSI A10-31 and OSHA 1926.550. This inspection includes, but is not limited to: turret pedestal, rotation bearing and system, upper and lower boom(s) and insulators, boom pins and bushings, hydraulic cylinders and gear mechanisms, pumps, valves, baskets and liners, power take-off, outriggers stabilizer bar and components and/or attachments, which may affect the operation and/or safety of aerial device/bucket trucks.
2. Contractor must be able to perform all of the following testing services as they apply on the aerial device/bucket trucks/truck cranes, additionally all test work as outlines in ASTM 914 latest edition, shall be conducted. Tests must be performed at two (2) separate times and continue each test in 6 month intervals.

Date – Start Round 1; Full test (includes all testing below)

- a. ___ Acoustic Emission – AE of all structural components per ASTM F1430/F1430 M, as well as, the most recent version of the ASTM 914-85 which is now referred to as ASTM F914/914M.
- b. ___ Ultrasonic Test – UT of all accessible pins, meeting OSHA 1910.67 and 1926.556 standards
- c. ___ Magnetic Particle and Dye Penetrate Test – MT and/or PT test of critical welds and castings, meeting ANSI A92.2 and ANSI A10-31 standards
- d. ___ Complete non-destructive/all load & drift tests.
- e. ___ Dielectric Test – DT test of fiberglass booms, inserts, basket liners, AC test meeting ANSI A92.2, ANSI A10-31 and OSHA 1910.67 and 1926.556 standards
- f. ___ Visual Test – VT of entire unit from outriggers to basket, complying with ANSI A92.2 and ASTM 914 (All access covers shall be removed to allow inspection of critical components.)
- g. ___ Functional and Operational – unit taken through all function and operations including: cylinder lift, wench drift, alignment, operational timing test, rotation bearing play, and rated load test
- h. ___ Dielectric test of hydraulic fluid, meeting ASTM D1816 standards by oil sample
- i. ___ Stability test
- j. ___ Remove old test tags and replace with scribed tag installed near unit data plate

Date – Start Round 2; AC Dielectric test (e), full visual inspection, clean and wax boom (f), Remove previous test tags and replace with scribed tag installed near unit data plate (j). Clean and wax upper and lower boom fiberglass sections

STATEMENT OF EXCEPTIONS

1. Inspection is limited to accessible (cover removal) critical components without disassembly.
2. Stability test will be on level surface with rated load.
3. Dielectric test will be either AC or DC, not both.

REPORTING

1. Daily inspections reports with all discrepancies and OSHA test requirements documented are provided onsite. The reports include comments identifying components that the contractor recommends review by PEC personnel for safety, maintenance and efficient operation.
2. A quantitative summary report of all inspection reports will be issued after completion of each test year. The report will include statistical summaries of all inspection, details of each unit test, reference to ANSI 92.2, ASTM 914, OSHA 1926.550, ANSI 10.31 compliance (ANSI/ALI standards where applicable) and recommendations on a course of action. The report will include (on excel format and PDF format):
3. Details of each unit test with unit make, model, hours, mileage and all comments categories 1, 2, 3, and 4.
4. Bar Graph Reports:
 - a. Bar graph of totals defects by category 1, 2, 3 and equipment type (BT, BTMH, DD, CR).
 - b. Bar graph of total defects by manufacturer equipment type (Altec BT, Altec, DD, Etc.)
 - c. Bar graph of percentages of units with defects category 1, 2 and 3 by manufacturer.
 - d. Bar graph of percentages of all units with defects category 1, 2 and 3 by manufacturer.
 - e. Bar graph of total defects by category 1, 2 and 3 by PEC location.
5. A certificate of annual test will be attached to the unit where specified by PEC after all tests have met requirements.

009 - ADDITIONAL REQUIREMENTS

Identification:

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

Background Checks:

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

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

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 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 in any deliverables under the 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 the 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 Respondent shall retain the right to any general skills and know-how that Respondent 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, 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 subcontractors or personnel) 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 any subcontractors or 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 its subcontractors or personnel to grant, royalty-free, worldwide, irrevocable right and license to use, for PEC's internal business purposes, any of Respondent's Intellectual Property Rights to the extent included in or required to use a deliverable as contemplated under the Agreement. Further, Respondent and PEC agree that any work of authorship, including but not limited to any computer program or software specifically designed for PEC, 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.

010 - TERM OF CONTRACT

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

011 - PRE-SUBMITTAL CONFERENCE

Not applicable.

012 - 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 [IRS Form W-9](#)
- 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 E.

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

013 – 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.

014 – SUBMISSION OF PROPOSAL

Submission Proposals.

Proposals must be submitted via E-mail to PECbidresponse@peci.com no later than **10:00 a.m., CDT, Tuesday, July 2, 2019**. No hard copies of Proposals (other than submitting any original Bid Bond as may be required). E-mail Subject field should be marked with the following project name and number, **RFP #2019-011 Insulating Tools, Booms and Equipment Testing Program, Attn: Tia Owens** Any Proposal or modification to a Proposal received after the due date shall not be considered, and will be deemed non-responsive.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Font size shall be no less than 10-point type. All pages shall be numbered margins shall be no less than 1" around the perimeter of each page. Unnecessarily elaborate brochures, artwork, bindings, visual 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 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 **3:00 p.m., Central Time on Tuesday, June 25, 2019**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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

012– EVALUATION OF CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications (40 points)

Approach Plan (40 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.

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). Payments shall be made within thirty (30) days of receipt of undisputed invoice. 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.

Failure to Disclose Relevant Litigation. Failure to disclose relevant, ongoing litigation which could relate to the goods or services provided in this RFP or impact Respondent's ability to deliver the goods or services described in this RFP may, at PEC's option, result in disqualification of consideration under this or any other procurement action issued by PEC.

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

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.

014 – SCHEDULE OF EVENTS

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

RFP Release Date	Tuesday, June 11 2019
Pre-Submittal Conference, if Applicable	Not applicable
Final Questions Accepted	Tuesday, June 25, 2019, 3:00 p.m., CDT
Proposal Due	Tuesday, July 2, 2019, 10:00 a.m., CDT

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:

Type of Insurance	Minimum Coverage
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

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 E-mail Address)	
Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?	
Is Respondent authorized and/or licensed to do business in Texas? (If "Yes", list authorizations/licenses)	
Where is the Respondent's corporate headquarters located?	

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

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

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

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

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with utility clients, especially electric utilities. If Respondent has provided services for PEC in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. 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. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

**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. Operating Plan - Describe your proposed plan to conduct operations, including service categories, specific tasks and schedule of events.
 - a. Describe if you are able to provide all five components included to successfully fulfill the contract.
2. Staffing Plan – Describe the level of staffing you anticipate to require to successfully fulfill the contract.
3. Maintenance Plan - Describe your plan to ensure maintenance of facility throughout term of the contract. Identify proposed tasks and schedule.
4. Safety Plan – Describe your safety plan you will use during the set up for testing, during the testing activities and during the completion of the testing event while at a District.
5. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services or goods.

RFP ATTACHMENT B

PRICING SCHEDULE

*Please submit pricing both for in-house laboratory testing and on-site testing, if applicable.

004 - Testing of Protective Grounding Jumper Assemblies Pricing Table

Tested Equipment	Unit Price
Single cable with clamps on each end (OHD)	
Single cable with penetrator clamp (URD)	
Single cable w/Grounded Parking Bushing w/clamp (URD)	
Grounding Elbow cable for Single phase (URD)	
Grounding Elbow cable set for Three-Phase (URD)	
Three-Phase Grounding Elbow cable sets for Switches/XMFR's (URD)	
Cluster cable with four clamps (OHD)	
Cluster cable with four clamps (URD)	
Substation Grounding Sets/Three phase	
Vehicle Ground	
EPZ Grounding assemblies	

005 – Di-Electric Testing of Rubber Gloves and Sleeves Pricing Table

Tested Equipment	Unit Price
Class 00 Rubber Gloves	
Class 0 Rubber Gloves	
Class 1 Rubber Gloves	
Class 2 Rubber Gloves	
Class 3 Rubber Gloves	
Class 4 Rubber Gloves	
Class 0 Rubber Sleeves	
Class 1 Rubber Sleeves	
Class 2 Rubber Sleeves	
Class 3 Rubber Sleeves	
Class 4 Rubber Sleeves	

006 – Di-Electric Testing of Rubber Insulating Products Pricing Table

Tested Equipment	Unit Price
Rubber Insulating Blankets	
Rubber Insulating Covers	
Rubber Insulating Line Hose	

007 – Di-Electric Testing of Live-Line Tools & Equipment Pricing Table

Tested Equipment	Unit Price
Telescoping (Extension) Hot Sticks	
Telescoping (Extension) Hot Sticks (Bucket)	
Telescoping (Extension) Measuring Sticks	
Switch Head Stick	
Substation Adjustable Length Disconnect Stick	
Disconnect Switch Stick	
Universal Hot Stick	
Universal Tie Stick	
Multi-purpose Holding Tool	
Pole Cant Tool	
Fixed Length Shotgun Stick	
Folding Shotgun Stick	

008 – Di-Electric Testing of Insulated Aerial Booms Pricing Table

Full Test	Unit Price
Knuckle Cranes	
Aerial Buckets/Material Handling	
Aerial Buckets/Non-Material Handling	
Derrick, Booms	

Any additional fees: prices include travel and expenses for RFP quantities. Prices do not include materials for clean/wax. Clean/wax materials to be provided by PEC.

Prices include labor for clean/wax up to 20-45 minutes.

Additional fees apply if quantities are reduced over 10%. Taxes not included.

Contractor response includes all labor, materials (except where noted), and transportation in accordance with the PEC specifications.

AC Dielectric Test, clean and wax boom	Unit Price
Aerial Buckets/Material Handling	
Aerial Buckets/Non-Material Handling	
Derrick, Booms	

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

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

RFP ATTACHMENT D

SIGNATURE PAGE

By submitting a Proposal, Respondent represents that:

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

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

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

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

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

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

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

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

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

Respondent Entity Name:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT E

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Approach Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Litigation Disclosure Form RFP Attachment C	
Copy of Current Certificate of Insurance	
Audited Financial Statements	
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.