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

2018-002

Pedernales Electric Cooperative, Inc.

Laundry Service/Floor Mat Rental

Release Date: January 23, 2018
Proposals Due: March 01, 2018

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

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003 - BACKGROUND

Pedernales Electric Cooperative, Inc. ("PEC") is a private electric utility owned by the members we serve. On behalf of our member/owner community, PEC is an industry-recognized leader providing outstanding service and reasonably priced electricity to homes and businesses for more than 75 years. We 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 District Operations**,** through this request for proposal ("RFP") seeks proposals ("Proposals") from qualified persons or entities ("Respondents") interested in providing laundry/repair/alteration service for 16 PEC locations and entry/mats for 23 PEC locations.

004 - SCOPE OF SERVICE

The Respondent's RFP response must include the necessary labor and other associated services to develop the following scope and deliverables. Service is to begin July 1, 2018.

PEC is currently under a rental and laundry service program to provide approximately 250 staff members FR uniforms, 98% men 2% women; 50 staff members’ non-FR executive style uniforms, 80% men 20% women. Uniforms consist of FR and non-FR shirts, jeans, winter jackets, jacket liners, FR hoodies, insulated bib overalls, and rain gear. In addition, PEC provides staff with hard hats, safety vests, safety harnesses, lanyards, and foot wear. PEC has chosen to shift to a purchase program for our uniforms. PEC is seeking rental mat service and laundry service for our purchased uniforms.

PEC mats currently used (approximate)

1. 3x5 Spring step-7
2. 3X5 SCRAPER-40
3. 3X5 DURALITE-7
4. 3X5 COFFEE-1
5. 2x3 BLUE-2
6. 3X5 BLUE-41
7. 4X6 BLUE-36
8. 3X10 BLUE-12
9. 3X5 BLACK-5
10. 4X6 BLACK-9
11. 3X10 BLACK-3
12. 3X5 LOGO-1
13. 4X6 LOGO-15
14. 3X5 Anti-Slip Mats for Showers-5
15. Rubber Mat with Holes-2

PEC uniform garments which require laundering include:

FR Shirts:

- Tecgen-011201-5.5 oz. FR A TPV 8.9

FR Pants:

- Carhartt FR Canvas Loose Fit Jean-12 Cal
- Carhartt FR Denim Dungaree 15 Ca,
- Wrangler FR Original Fit 23 Cal
- Tyndale FRMC Relaxed Fit Jean 15 Cal
- Cinch FR White Label Jean 20 Cal
- Wrangler FR boot cut 23 Cal(women's)

Non-FR shirts:

- Harriton 55% Cotton-45% Polyester Blend
- Devon & Jones 100 % Cotton Pima Twill
- Tri-Mountain 60% Cotton-40% Polyester Blend
- Devon & Jones Titan Twill-100 % Cotton

Jackets and Liners:

- Nomex Bomber Jacket- Bulwark, JNJ8
- Jacket Liner – Bulwark – JNL2

GENERAL REQUIREMENTS:

1. Prospective Respondents must prove beyond any doubt to PEC that they are duly qualified, capable to fulfill and abide by the specifications herein listed.

2. To be qualified the Respondent must be currently engaged in the performance of commercial laundering and mat services for a minimum of five (5) continuous years.

3. Selected Respondent must provide services at all the following locations:

Location	Address	Laundry Service Required	Mats Required
Headquarters Main Bldg.	201 South Avenue F, Johnson City, TX 78636	No	Yes
Marble Falls District	3105 Highway 281 North, Marble Falls, TX 78654	Yes	Yes
Bertram District	365 Highway 29 East, Bertram, TX 78605	Yes	Yes
Canyon Lake District	1530 FM 2673, Sattler, TX 78133	Yes	Yes
Cedar Park District	1949 West Whitestone Blvd, Cedar Park, TX 78613	Yes	Yes
Junction District	702 Main St., Junction, Tx 76849	Yes	Yes
Kyle/Buda District	1810 FM 150 West, Kyle, TX 78640	Yes	Yes
Liberty Hill District	10625 West Highway 29, Liberty Hill, TX 78642	Yes	Yes
Oak Hill District	9115 Circle Drive, Austin, TX 78736	Yes	Yes
Johnson City Locations:			
Safety-Field House	303 South Avenue F, Johnson City, TX 78636	Yes	Yes
Admin Services	302 East Lady Bird Lane, Johnson City, TX 78636	No	Yes
Scada	300 E. Lady Bird Lane, Johnson City, TX 78636	Yes	Yes
Annex	302 S. Avenue F, Johnson City, TX 78636	No	Yes
Yellow House	208 Main Street, Johnson City, TX 78636	No	Yes
Technology Center	1506 US Hwy 281 N, Johnson City, TX 78636	No	Yes
Building A-Meter Shop	Building A, 300 Haley Rd, Johnson City, TX 78636	Yes	Yes
Building B:	Building B, 302 Haley Rd, Johnson City, TX 78636	Yes	Yes
OCR Maintenance		Yes	Yes
Veg Maintenance		Yes	Yes
Dist. Maintenance		Yes	Yes
Trans. Maintenance		Yes	Yes
Dripping Springs	661 Hwy 290 West, Dripping Springs, TX 78620	No	Yes
Northwest Operations Center	4302 North US Hwy 281, Marble Falls, TX 78654	Yes	Yes

4. Selected Respondent must provide pickup and delivery services Monday through Friday between 8:00AM and 5:00 PM. Excluding PEC observed holidays as noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Good Friday	Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Thanksgiving Day	**Fourth Thursday in November**
Day After Thanksgiving Day	**Friday Following Fourth Thursday in November**
Christmas Eve	**December 24**
Christmas Day	**December 25**

5. All prices shall be included in Attachment B, Price Schedule. No other charges will be allowed unless specified in the Contract document. Prices must remain firm for the duration of the contract.

PROSPECTIVE RESPONDENTS RESPONSIBILITIES:
Respondent shall be responsible for the following requirements:

1. Equipment and Labor: Prospective Respondents shall supply all necessary labor and commercial equipment and associated cleaning equipment to perform the laundering and mat requirements stated herein.

2. Company Logo and Identification**:** All trucks and equipment must be clearly identified. All personnel will be required to have their company ID badge. This badge must identify who they are and who they work for. Respondents are not to use the PEC logo on their badges.

3. Clothing lost or damaged by service shall be replaced or repaired at cost of the awarded respondent.

LAUNDERING REQUIREMENTS: Selected Respondent must be able to:

1. Provide and adhere identification tags for commercially laundered garments.
2. Soiled and laundered garments must be picked up/delivered once per week at each specified location.
3. Selected Respondents employees must count all garments and sign in/out using log provided at each delivery to insure accurate garment exchange.

4. Selected Respondent must launder garments in accordance with guidelines attached hereto and made a part hereof as **Exhibit 3 and 4.**

REPAIR AND ALTERATION REQUIREMENTS: Selected Respondent must provide repair and alterations

1. Minor alterations and repairs to a uniform item of clothing must be completed and returned by next scheduled delivery day. All patching repairs and threading on FR garments must be of same FR material.

2. Minor alterations and repairs shall mean in-seam and out-seam repairs and alterations; repair of small rips and tears; button replacement; or other such repairs.

3. All other repairs must be available for pick up at the designated facility by the next scheduled delivery day.

FLOOR MAT REQUIREMENTS:

1. All floor mats must be replaced with clean mats of equal size and specifications, weekly at each location.

INVOICING AND PAYMENT REQUIREMENTS:

1. The selected Respondent must invoice PEC on a monthly basis per location/department. Laundry will be billed per item turned in for laundry.
2. Invoices must include location, employee name, employee numbers which are assigned by the PEC department, description of each item, laundry, repair, alteration, mat replacement, unit price and extended prices.

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

4. Invoices indicating a price higher than the approved contract price will be rejected by PEC; Selected Respondent will be required to resubmit a corrected invoice.

5. PEC will make payments to the selected Respondent within thirty (30) days following receipt of a properly prepared invoice.

6. Payment is deemed to be made on the date ACH payment/check is mailed.

7. **Damages for Contractor Delay**. Contractor agrees that the actual damages that might be sustained by Owner by reason of the breach by Contractor of its covenant to complete all services within the timelines specified herein are uncertain and would be difficult to ascertain, and that the sum of $500.00 per business day for each day delivery is late causing an employee or employees to be unable to perform their duties, would be a reasonable compensation for such breach. Contractor hereby promises to pay, and PEC hereby agrees to accept, such sum as liquidated damages for such delays, and not as a penalty, in the event of such a breach. Furthermore, Contractor agrees that PEC may withhold said liquidated damages from any payments due to Contractor hereunder or under any other contract with the PEC.

   Waivers of the assessment of liquidated damages are at the sole discretion of the Owner. Waiver on any occasion shall not be deemed to be a waiver for any other occasion

005 – ADDITIONAL REQUIREMENTS

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 Bond 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.

006 - TERM OF CONTRACT

The anticipated term of the proposed contract is thirty-six (36) months from the effective date of award.

007 – MANDATORY PRE-SUBMITTAL CONFERENCE CALL

A Pre-Submittal Conference Call will be held at **10:30 A.M., CDT on Thursday, February 8, 2018.** **R.S.V.P.** information is listed below. Respondents are encouraged to prepare and submit their questions in writing in advance to the Procurement Specialist identified in Section 011 – Restrictions on Communication in order to expedite the proceedings. PEC's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation.

> **R.S.V.P.** is required, please R.S.V.P. with the names of attendees, no later than **3:00 P.M. CDT on Wednesday, February 7, 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.

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

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

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

APPROACH PLAN Complete Attachment A, Part Three of this RFP.

PRICING SCHEDULE. Complete Attachment B of this RFP.

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

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

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

a. A completed Vendor Information Form
b. A completed IRS W9 Form
c. A completed 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 a copy of Respondent's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant. If voluminous, Respondent may elect to provide this information on a CD, labeled to indicate its contents, so long as the CD is provided by the deadline." **OR** "Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners and affiliates if any.

PROPOSAL CHECKLIST. Complete Attachment 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., CDT, Thursday, March 1, 2018. No hard copies of Proposals.** E-mail Subject field should be marked with the following project name and number, **2018-002 Laundry Service/Floor Mat Rental 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 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., CDT on Thursday, February 22, 2018.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

Amanda Mize, Procurement Specialist
Pedernales Electric Cooperative, Inc., Procurement Department
amanda.mize@opeci.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.

<u>Invoicing</u> 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.

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 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, January 23, 2018**
R.S.V.P. for Mandatory Pre-Submittal Conference Call	**3:00 P.M., CDT Wednesday, February 7, 2018 to amanda.mize@peci.com**
Mandatory Pre-Submittal Conference Call	**10:30 A.M., CDT Thursday, February 8, 2018**
Final Questions Accepted	**3:00 P.M. CDT, Thursday, February 22, 2018**
Proposal Due	**10:00 A.M. CDT, Thursday, March 1, 2018 to PECbidresponse@peci.com**

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
7. Pollution Liability Insurance	Covering losses caused by pollution conditions that arise from the operations of Respondent coverage of not less than $1,000,000 per occurrence and in the aggregate.

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 EXHIBIT 3

TECGEN LAUNDRY INSTRUCTIONS

RFP EXHIBIT 4

GENERAL LAUNDRY INSTRUCTIONS

Care Instructions:

- Wash in warm water
- Tumble dry low, permanent press
- Use small wash loads
- Wash FR clothing inside out, separate from everyday clothing
- Remove from dryer damp or line dry to minimize shrinkage
- Liquid Tide/Liquid Tide HE are preferred laundry detergents
- Dry cleaning recommended for difficult to remove stains

Do Not Use:

- Liquid chlorine bleach
- Fabric Softener
- Detergent with Fabric Softener
- Oversized wash loads

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
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)	
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.	
Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?	
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.	
Tax Lien Information.	**Complete the Litigation Disclosure Form as Needed**
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	
Litigation Information.	**Complete the Litigation Disclosure Form as Needed**
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.	
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	
Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract. If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.	

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 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 five years. Identify associated results or impacts of the project/work performed.

2. Describe specific experience with utility clients, especially electric utilities. If service has been provided for PEC in the past, identify the name of the project and the department for which service was provided. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

3. 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.

4. 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 laundry service process, types of equipment used in the process and staff assigned at each step in the process.

2. Implementation Plan - Describe implementation process and time requirement (s), process and length of time required for each phase of implementation. Provide cost breakdown for tags, adhering to garments, stop charge, service charges and any other applicable charges. See Pricing Attachment B.

3. Repair Plan - Describe repair procedure; how are repairs tagged/labeled, what types of repairs are performed and how are these repairs performed.

4. How many service locations do you currently have? Will one locations service all of PEC's facilities? If not, provide laundry service locations.

RFP ATTACHMENT B

PRICING SCHEDULE

PROVIDED ON A SEPARATE MS EXCEL FORMAT FOR YOUR RESPONSE

PLEASE RETURN PRICE SCHEDULE ON MS EXCEL FORMAT

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	
Performance Bond	
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.