



## Addendum I

SUBJECT: Professional Staffing Services

SOLICITATION: RFP 2020-002

DATE: March 4, 2020

### **A. THE ABOVE MENTIONED IS HEREBY AMENDED AS FOLLOWS:**

#### **Q1. Section 4: Terms and Conditions**

##### **4.1 Exceptions and Qualifications**

The terms and conditions contained in the Standard Agreement or, in the sole discretion of PEC, terms and conditions substantially similar to those contained in the Standard Agreement, will constitute and govern any contract that results from this RFP. If Offeror takes exception to any terms or conditions set forth in the Standard Agreement, Offeror shall submit a list of the exceptions as part of its proposal. Part of the RFP is to show any exceptions to the "Standard Agreement"; however, we don't have a Standard Agreement to examine. Would we be receiving one?

A1. See below Attachment K- Standard Agreement.

\_\_\_\_\_, 2019

Service Provider  
ADDRESS  
CITY, STATE, ZIP

Re: Letter Agreement - Terms and Conditions

This letter agreement (“Agreement”) is by and between Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation, with its principal place of business located at 201 South Avenue F, Johnson City, Texas 78636 (“PEC”) and \_\_\_\_\_ with its principal place of business listed above (“Service Provider”) for the purpose of engaging Service Provider's services, generally described as \_\_\_\_\_ services as further described in the Statement of Work (“Services”). In consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

### 1. Contract Documents

This Agreement includes all of the Contract Documents (as herein defined). All component parts of the Contract Documents are intended to be complementary. In order of precedence, the Contract Documents consist of the following documents (“Contract Documents”):

- (a) This Agreement, along with any Exhibits, as they may later be modified by any Amendments;
- (b) All written Change Orders executed after the Effective Date (as defined herein) of this Agreement by PEC and the Service Provider;
- (c) The Statement of Work executed under this Agreement by PEC and the Service Provider;
- (d) Any other documents specifically identified as Contract Documents in either this Agreement or the Statement of Work; and
- (e) The Purchase Order (a Purchase Order must be issued prior to the Service Provider beginning any of the Services).

### 2. Fees and Terms of Payment

- (a) **General Payment Terms.** Service Provider shall bill PEC for Services performed as further described in a Statement of Work (“SOW”) as attached as **Exhibit A** and incorporated herein, and at the pricing as included in **Exhibit C** Pricing Table and any other Exhibits under this Agreement. No Services are authorized unless PEC and a designated representative of the Service Provider both sign the SOW provided by PEC. Payments shall be made within thirty (30) days of receipt of undisputed invoice. PEC may withhold payment, in whole or in part, to the extent and for the time reasonably necessary, in PEC’s opinion, to protect PEC from loss, including but not limited to loss resulting from the following: (i) defective Services; (ii) material breach of any provisions of the Contract Documents; (iii) reasonable evidence that the Services cannot be completed within the time period stated in the Contract Documents; (iv) damage to PEC or a third party for which Service Provider is responsible; (v) claims or liens filed in connection with the Services; (vi) persistent failure to perform the Services in accordance with the Contract Documents; or (vii) unsubstantiated amounts billed by Service Provider.
- (b) **Basis of Payments.** If the Services comply with the Agreement requirements, and Service Provider has furnished any required Deliverables (as defined herein), then PEC shall notify Service Provider of PEC's acceptance of the Services (“Acceptance”). Payments shall be based on Acceptance. Final payment by PEC shall not waive any rights and remedies that PEC has and shall not release Service Provider from any duties and obligations set forth in the Contract Documents. No invoice shall be considered complete or payable unless all documentation (such as time sheets, transportation, lodging, and meal expenses) is submitted with the invoice and payment or reimbursement for such matters has been approved by PEC in the SOW. PEC may off-set sums which Service Provider may owe PEC against any amount due arising from any breach of this Agreement by Service Provider. Payment terms stated in the Contract Documents will control over any conflicting terms contained in an invoice.

- (c) Invoicing. In no event shall Service Provider invoice PEC more than once a month. Invoices for payment under this Agreement shall be e-mailed to the following address:

Accounts.payable@peci.com

Invoices must include the following information: (i) Purchase Order Number prominently displayed on each invoice and (ii) Purchase Order line number(s), if PEC provides a detailed Purchase Order.

If a Purchase Order Number is not included on the invoice, Service Provider shall include the name of the PEC representative who placed the Purchase Order.

- (d) Sales, Use and Excise Taxes.

PEC shall not be responsible for federal, state and local taxes derived from the Service Provider's net worth, capital, net income, franchise or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to Service Provider. Further, PEC is sales tax exempt and upon request of Service Provider will provide a certificate to this effect. PEC hereby claims an exemption from payment of sales taxes under the Texas Utilities Code and Texas Tax Code and upon request PEC will supply a tax exemption certificate. PEC shall not be required to pay or reimburse Service Provider for taxes based upon Service Provider's net worth, capital, net income, or franchise. All invoices submitted by Service Provider shall exclude these taxes.

- (e) Specific Terms of Payment. Any SOW that includes time and material charges must comprehensively detail all costs to be paid by PEC. Service Provider's time and material compensation shall be based upon rate schedules as agreed between PEC and Service Provider as provided on **Exhibit C** Pricing Table in this Agreement, all in accordance with the following provisions of this Section:

- i. Rates shall be firm, fixed and adequate to cover Service Provider's direct and indirect costs, taxes, benefits, overhead, and profit. Except for reimbursable expenses below, Service Provider's rates shall include all labor, documentation, testing, materials, software, copies, computer charges, courier services, long-distance phone calls, electronic media charges, customs, duties, taxes, shipping and delivery costs, subcontractors, management, contingency fees, or equipment required to produce the intended outcome, unless specified in a SOW.
- ii. Reimbursable expenses will be invoiced and paid only on the basis of actual, documented expenditures without any markup. All travel expense reimbursements must be in accordance with PEC's travel guidelines attached as **Exhibit B** and incorporated herein. Invoices that include reimbursable expenses shall be documented by invoices, receipts or other written documentation demonstrating the actual expenses incurred. No invoice shall be considered complete or payable unless all documentation is submitted, including any time sheets or receipts for transportation, lodging and meal expenses (entertainment expenses and alcoholic beverages are not reimbursable).

### **3. Changes and Order of Precedence**

The Agreement may be modified to provide for additions, deletions, alterations and revisions in the Services, schedule, price or to modify the terms and conditions hereof. Any verbal modifications to the Agreement shall have no effect. The Agreement shall be modified through either of the following documents:

- (a) "Change Order." A written instrument executed by PEC and a designated representative of the Service Provider that adds to, deletes from, or otherwise modifies (1) the Services to be supplied by the Service Provider under a SOW, (2) the Deliverables to be provided by a Service Provider under a SOW, (3) the time for completion of Service Provider's performance under a SOW, or (4) the price to be paid by PEC under a SOW. The foregoing four terms are the exclusive list of terms that may be changed by a Change Order.
- (b) "Amendment." A written instrument executed by PEC and an authorized representative of the Service Provider that expressly modifies specific and identified terms of this Agreement other than those that are allowed to be modified by Change Order.

Service Provider shall not suspend performance of the services while PEC and Service Provider are in the process of making such changes. No additional compensation will be paid to Service Provider unless agreed to in writing by PEC.

#### **4. Term and Termination**

This Agreement commences on \_\_\_\_\_ (“**Effective Date**”) and ends on \_\_\_\_\_ (“**Termination Date**”) unless earlier terminated in accordance with the provisions hereof or upon the mutual agreement of the parties. This Agreement may be terminated for convenience by PEC at any time with five (5) business days written notice to Service Provider. Upon receipt of such a notice, Service Provider shall immediately stop all ongoing work and determine whether to terminate any contracts with its subcontractors. Upon termination, PEC shall be entitled to delivery of all work product produced prior to termination, even if incomplete. Upon termination, PEC shall pay Service Provider for all satisfactory Services performed prior to termination as set forth in a SOW, including any reimbursable expenses incurred up to termination.

Notwithstanding any other provision of this Agreement to the contrary, the occurrence of any one or more of the following events will constitute an event of default:

- (a) Service Provider’s persistent failure to perform the Services in accordance with the Contract Documents (including, but not limited to, failure to supply sufficiently skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time by the Parties);
- (b) Service Provider’s disregard of applicable laws or regulations;
- (c) Service Provider’s material violation of any provisions of the Contract Documents;
- (d) Failure of Service Provider to pay subcontractors and/or material contractors;
- (e) If PEC designates a “Key Person” in the Contract Documents, and that Key Person is no longer employed by Service Provider (a “Key Person” being any person designated by PEC who is provided by Service Provider to provide Services under this Agreement and who PEC deems essential to the services provided); or
- (f) Filing of any bankruptcy action by or against Service Provider.

If one or more of the events identified above occur, PEC may, at its sole discretion, choose to either terminate this Agreement immediately upon written notification to Service Provider, or provide a “Corrective Action Request”, which instructs Service Provider to provide a corrective action plan within five (5) business days that will cure the default. If this Agreement has been so terminated by PEC after an event of default, the termination will not affect any rights or remedies of PEC against Service Provider or any surety then existing or which may thereafter accrue. No retention or payment of monies due Service Provider by PEC will release Service Provider from liability. PEC shall notify Service Provider in writing of the termination. These rights of termination shall take precedence over all other provisions of this Agreement.

#### **5. Re-performance or Refund by Service Provider**

If any Services do not comply with the Contract Documents, PEC shall give Service Provider notice of such non-compliance, and Service Provider shall, at its sole cost and expense, promptly at PEC’s option either re-perform the nonconforming Services, or refund the portion of the costs attributable to such defective Services. The re-performance, shall be scheduled consistent with PEC’s operating requirements so as to minimize loss of production. All costs and expenses associated with re-performance of the Services shall be paid by Service Provider.

PEC shall have the right to set off any amounts owed it by Service Provider and deduct those sums from amounts which PEC may owe Service Provider. PEC may impose back charges against Service Provider or deduct back charges from monies owed Service Provider for performance or re-performance by PEC or third parties of the Services (as described herein).

#### **6. PEC Right to Perform**

In the event of Service Provider’s failure to re-perform the Services in accordance with the terms hereof, PEC, after

notice to Service Provider, may correct any deficiencies in the Services, or may procure replacement Services. PEC may (a) invoice Service Provider for the cost of correcting the deficiencies (including the costs directly attributable to other services that are required to be performed in connection with the correction of such deficiencies, (b) invoice Service Provider for the cost of replacement, or (c) deduct the costs associated with correction or replacement from any payments due or subsequently due Service Provider.

In the event of an emergency, where delay could cause serious loss or damage, PEC may, without previous notice to Service Provider, undertake to correct the deficiency; the Service Provider shall bear the cost of such correction.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach hereof, must be referred to upper management of the parties for good faith discussion and resolution prior to invoking any other dispute resolution method authorized under this Agreement.

## **7. Remedies**

In addition to the remedies set forth above, PEC shall have all available remedies at law or in equity. In any action to enforce any portion of this Agreement or related Agreement Document, the prevailing party shall be entitled to its reasonable attorneys' fees and costs as authorized under Texas law. All remedies shall be cumulative.

## **8. Representations**

Service Provider represents and warrants to PEC that: (i) this Agreement has been validly executed and delivered by Service Provider and that this Agreement constitutes the legal, valid and binding obligation of Service Provider enforceable against Service Provider in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain those remedies may be pending; (ii) Service Provider has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite corporate action on the part of Service Provider; and (iii) Service Provider's execution and delivery of this Agreement and Service Provider's performance or compliance with the terms of this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any license, sublicense, lease, contract, agreement or instrument to which Service Provider is bound or to which Service Provider's properties are subject.

## **9. Warranty**

Service Provider warrants that the Services shall be:

- (a) performed by qualified individuals with the degree of skill and care which shall be consistent with applicable industry standards and performed in a diligent, expeditious, responsible and courteous manner;
- (b) free from defects in design, workmanship and materials and in conformance with the Contract Documents;
- (c) true, accurate and correct; and
- (d) if applicable, fit to serve its intended function as required in the Contract Documents.

Service Provider may not exclude or modify in any manner the warranties or guaranties provided in this Article. Unless otherwise provided in the Statement of Work, such warranties shall survive delivery and extend for a period of one (1) year after final acceptance or eighteen (18) months after the date of delivery or performance, whichever occurs first. In the case of Services re-performed under the foregoing warranty, the warranty period shall begin anew as to such repaired or replaced goods (or Services re-performed) and continue for the entire warranty period. This warranty shall not in any way limit any standard warranties provided by Service Provider to its customers generally.

## **10. Time**

Service Provider acknowledges that **TIME IS OF THE ESSENCE** and agrees to perform the Services within the time specified in the Contract Documents.

## **11. Force Majeure**

If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented or delayed by (a) acts of war, terrorism, civil riots or rebellions, (b) quarantines, embargoes and other similar unusual governmental action, or (c) extraordinary unforeseeable elements of nature or acts of God (each a "Force Majeure Event") and such non-performance or delay could not have been prevented by the non performing party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means, then the non-performing party shall be excused for such non-performance or delay of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such party continues to recommence performance to the greatest extent possible without delay. Notwithstanding anything to the contrary, strikes, lockouts or labor disputes involving a party's personnel that are not of a widespread nature involving both a party and third parties, changes in laws and regulations (except any changes that would render performance illegal), the failure by a party's subcontractors or suppliers to perform any services or provide any goods (other than to the extent attributable to a Force Majeure Event) or the breach by a party's subcontractors or suppliers of any of their obligations to a party shall not qualify as a Force Majeure Events.

## **12. Compliance with Laws**

During the term of the Agreement, Service Provider will perform in compliance, conformance, and accordance with all applicable laws, rules, and regulations of the United States, and of any state or political subdivision thereof, including, without limitation:

- (a) the United States Occupational Safety and Health Act of 1970 ("OSHA"), and the regulations issued pursuant thereto; and
- (b) the Fair Labor Standards Act and any other applicable labor law for labor, wages, hours and other conditions of employment and non-discrimination and affirmative action in employment, and the Patient Protection and Affordable Care Act (ACA) obligations, if any

## **13. Policies**

- (a) Service Provider shall observe, and shall cause its personnel and subcontractors to observe, PEC's Code of Ethics, Values, and Standards of Conduct. 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 Human Resources Department or PEC's Ethics and Compliance Officer.
- (b) Service Provider shall observe, and shall cause its personnel and any subcontractors to observe, all facility access and security measures required by PEC including its Weapons-Free Workplace Policy. Service Provider shall additionally observe, and shall cause its personnel and subcontractors to observe, with respect to Service Provider's Services if on any job site: PEC's Tobacco Use Policy, Alcohol & Controlled Substance Testing Policy, Drug-Free Workplace Policy, First Aid & CPR Training Policy, Harassment Policy, Sexual Harassment Policy, Nondiscrimination Policy, Non-Solicitation Policy, Privacy and Confidentiality Policy, and Computer Network and Internet Access Policy, each as may be amended from time to time.
- (c) Service Provider shall not at any time allow its personnel on the job site if such personnel appear under the influence of any substance that may impair his or her performance. Service Provider shall promptly remove from the job site any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Service Provider shall perform the Services at all times in a safe and prudent manner, and shall take all steps necessary to protect persons and property against bodily injury as well as loss or damage to property, by taking reasonable steps to protect: (a) Service Provider's employees and other persons at any job site; (b) materials stored at the job site or at off-site locations; and (c) all property and structures, equipment, improvements and utilities located at the job site, and on adjacent property, whether or not involved in the Services.

- (d) To the extent that Service Provider and its personnel use any PEC network resources, Service Provider and its personnel may be required to sign and acknowledge PEC's network security guidelines in the form attached hereto.

#### **14. Independent Contractor; Background Checks**

- (a) **Independent Contractor.** Service Provider shall perform in all respects as an independent contractor and not as an employee, partner, joint venturer or agent of PEC. Service Provider's performance shall be subject to PEC's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Service Provider. Service Provider shall be solely responsible for hiring, supervising and paying its employees and subcontractors. Service Provider shall be solely responsible for payment of all (i) compensation, including any employment benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Service Provider's employees. Service Provider and its agents shall have no claim against PEC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. **No workers' compensation insurance or unemployment compensation insurance will be obtained by PEC on behalf of Service Provider. Service Provider solely shall be responsible for obtaining unemployment compensation insurance and workers' compensation insurance for Service Provider, and Service Provider solely shall be responsible for complying with all applicable workers' compensation and unemployment compensation laws.**
- (b) **Additional Representations and Warranties.** Service Provider represents, warrants, and acknowledges as follows: (i) PEC only retains the right to direct the results achieved by Service Provider; (ii) Service Provider shall determine when and how to perform Services under this Agreement, (iii) Service Provider will remain directly responsible for the Services performed and will ensure that the Services meets the specifications set forth by PEC, (iv) Service Provider understands that it must obtain and keep current, at its own expense, all permits, certificates, and licenses necessary (if any) for Service Provider to perform the Services.
- (c) **Background Checks.** Prior to providing PEC with any personnel under an SOW, Service Provider will confirm in writing that its personnel assigned to perform Services have successfully met Service Provider's employment eligibility and screening requirements in accordance with Exhibit D attached hereto and incorporated herein. In addition, at PEC's request, Service Provider may be requested to conduct employee background checks, to the extent allowable by law, which may include controlled substance testing, criminal background screening, and a motor vehicle record check. PEC, at its sole discretion, may request a criminal background check on any personnel entering a PEC site or PEC's member property. PEC reserves the right to audit or perform background checks on Service Provider personnel to confirm satisfaction with PEC requirements. All costs related to such background checks shall be the responsibility of Service Provider.
- (d) Service Provider shall provide to PEC for its review documentation consisting of a written resume or curriculum vitae of each proposed individual who Service Provider anticipates will provide Services or perform any portion of the SOW. The resume or curriculum of such individuals shall include the following: (i) whether the proposed personnel is a full-time employee of Service Provider; (ii) the educational background and relevant experience of the personnel; and (iii) the home base from which the personnel will travel to PEC's site.

Before assigning an individual to act whether as an initial assignment or a subsequent assignment under any SOW, Service Provider 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 SOW. Service Provider shall not assign any of the Services or permit such party to perform any portion of the SOW without PEC's prior written approval.

- (e) Service Provider shall not change or reassign personnel provided in the SOW unless: (x) PEC reasonably requests such a change; or (y) in the event of such personnel's resignation, death, illness, or disability which prevents him

or her from performing the Services for a period of more than two consecutive weeks.

### **15. Subcontractors**

Upon prior notification to and written approval of PEC, Service Provider may hire subcontractors to perform Services hereunder. Service Provider shall be responsible to PEC for the performance of any such subcontractors. PEC reserves the right, in its sole discretion, to reject the employment by Service Provider of any subcontractor. Service Provider shall require that any subcontractor agree to perform their subcontracts in accordance with the applicable requirements hereunder. In addition, Service Provider agrees that it is Service Provider's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing Services to PEC through Service Provider under this Agreement.

### **16. Open Records Policy; Confidential Information**

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 Service Provider 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 harm to the person from whom the information was obtained; contract drafts, term-sheets, letters of intent, and other contract materials related to the items listed above. If another party requests access to information marked CONFIDENTIAL, then PEC shall ask Service Provider if the information may be released.

Service Provider recognizes PEC's proprietary interest in and title to all its information, including, without limitation, technical, financial, staffing and business plans and information, strategic information, marketing, power supply information, customer/member information, requests for proposals, responses to requests for proposals, specifications, drawings, prices, costs, procedures, proposed services or products, processes, business systems, software programs, techniques, services, or like information of PEC, disclosed or otherwise supplied by PEC to Service Provider whether marked as CONFIDENTIAL or to which Service Provider becomes exposed to during and through the performance of Services pursuant to this Agreement, or materials prepared by Service Provider based on such items and includes any personal identifying information or sensitive personal information including information on customers of PEC or otherwise contains materials that, in either party's reasonable determination, are the subject of relevant privacy law, rule or regulation ("Confidential Information").

During the term of this Agreement and thereafter, Service Provider shall keep such Confidential Information strictly confidential and shall use Confidential Information solely for the purposes of this Agreement. Service Provider and its employees shall not, during the time of rendering Services to PEC or thereafter, disclose to anyone or use for the benefit of Service Provider or for any entity other than PEC, any Confidential Information. Service Provider shall disclose, transfer or otherwise make available the Confidential Information to only those Service Provider employees and such consultants or subcontractors employed or retained by Service Provider who have a need to know and who agree to be bound by the obligations set forth herein.

Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of Service Provider in breach of this Agreement; (b) such information was received by Service Provider, other than under an obligation of confidentiality, from a third party who had no obligation of confidentiality to the other party; (c) such information was in the possession of Service Provider at the time of the disclosure or was independently developed by Service Provider; or (d) any applicable regulation, court order or other legal process requires the disclosure of such information, provided that prior to such disclosure Service Provider will give notice to PEC so that PEC may take reasonable steps to oppose or limit such disclosure, and that Service Provider does not disclose any more information than necessary to comply with such legal process.

Upon final acceptance of all of the Services or termination of this Agreement, whichever is earlier, all Confidential Information (including written materials) furnished by PEC and all draft and final reports produced by Service Provider hereunder, which shall be considered Confidential Information of PEC, shall be destroyed or returned to PEC as directed by PEC except for computer-generated archival or back-up copies automatically generated during the



course of Service Provider's operations

Service Provider acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause PEC irreparable harm for which money damages may not be an appropriate or sufficient remedy. Service Provider therefore expressly acknowledges and agrees that PEC is entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement, without the obligation of posting bond. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

Service Provider 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 maintained or controlled by Service Provider, 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 Confidential Information. These precautions shall include, as appropriate: (i) access controls to Confidential Information systems, including controls to identify and permit access only to authorized individuals and controls to prevent access to Confidential Information through fraudulent means; (ii) employee controls and training; (iii) physical access restrictions at locations where Confidential Information is located; (iv) encryption of electronic Confidential Information when appropriate or legally required; and (v) a disaster recovery plan as appropriate to protect against loss or damage to Confidential Information due to potential hazards such as fire or water damage or technological failures. Service Provider 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 Service Provider is not otherwise subject to a confidentiality requirement or that disclosure of such audit or testing does not present a security risk for Service Provider to inform PEC that Service Provider is implementing such provisions.

This Article survives the termination of the Agreement.

#### **17. Indemnification**

**SERVICE PROVIDER COVENANTS AND AGREES TO 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, (I) INFRINGEMENT CLAIMS BROUGHT AGAINST PEC BY ANY THIRD PARTY ALLEGING THAT PEC'S USE OF THE SOFTWARE OR DOCUMENTATION INFRINGES UPON OR MISAPPROPRIATES ANY PATENT, TRADEMARK, COPYRIGHT, OR TRADE SECRET RIGHT OF ANY THIRD PARTY, (II) PERSONAL OR BODILY INJURY (INCLUDING MENTAL ANGUISH) TO OR DEATH OF ANY PERSON EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR FAULT OF PEC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), OR (III) FOR LOSS OF OR DAMAGE TO PROPERTY OF ANY PERSON OR ENTITY, EVEN IF CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR FAULT OF PEC (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), MADE UPON PEC DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO SERVICE PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF SERVICE PROVIDER, ANY AGENT,**

**OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF SERVICE PROVIDER WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT SERVICE PROVIDER SHALL INDEMNIFY PEC TO THE FULLEST EXTENT PERMITTED BY LAW.**

**THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OF THE AGREEMENT.**

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. SERVICE PROVIDER shall advise PEC in writing within three (3) business days of any claim or demand against PEC or SERVICE PROVIDER known to SERVICE PROVIDER related to or arising out of SERVICE PROVIDER'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SERVICE PROVIDER'S cost. PEC shall have the right, at its option and at its own expense, to participate in such defense without relieving SERVICE PROVIDER of any of its obligations under this paragraph.

#### **18. Insurance**

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

- (a) 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 Service Provider pursuant to the Agreement have been fully discharged, unless otherwise stated herein.
- (b) Service Provider 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 this Agreement, and any retroactive date must coincide with or predate the Effective Date.
- (c) Service Provider 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 Service Provider. In the event any Services are performed by a subcontractor, Service Provider 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.
- (d) THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING SERVICE PROVIDER'S LIABILITY.
- (e) PEC shall be listed as an "additional insured" on all policies other than the Workers' Compensation and Professional Liability policies.
- (f) Service Provider for itself and its insurers hereby waives subrogation against PEC, its directors, officers, employees and agents.
- (g) PEC's receipt of or failure to object to any insurance certificates or policies submitted by Service Provider or its subcontractors does not release or diminish in any manner the liability or obligations of Service Provider or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement.
- (h) 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).
- (i) 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 Service Provider or any other insured under the policies.

- (j) Service Provider shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.
- (k) If Service Provider fails to meet the requirements herein, PEC may suspend the Agreement, withhold payments or terminate the Agreement for breach.
- (l) This Article survives termination of the Agreement.
- (m) Types of Insurance and Minimum Coverage Requirements:

Type of Insurance	Minimum Coverage
Workers' Compensation	Statutory
Employer's Liability	Not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
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 Contractors 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 Agreement, 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.
Automobile Liability	(owned, hired and non-owned, leased); with a combined single limit of not less than \$1,000,000
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
Professional Liability	If Service Provider 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
Cyber Liability (crime and data breach)	Provides for combined coverage of \$5,000,000 for cyber crime and liability; Network & Information Security Liability; Regulatory Defense Expenses

## **19. Limitation of Liability**

PEC shall not be liable to Service Provider for any indirect, special, punitive or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability). Service Provider must bring any cause of action arising under the Agreement within one (1) year from the time the cause of action accrues.

## **20. Ownership of Deliverables**

Intellectual property and rights to intellectual property owned by any party on the effective date of this Agreement shall remain the property of that party. The parties agree that items such as photographs, studies, designs, plans, forecasts, projections, schematics, technical specifications, data, schedules, test readings, technical reports or other work products which are developed and specified to be delivered under any SOW and which are paid for by PEC ("Deliverables") are considered the sole property of PEC at all times (even if such Deliverables are incomplete). All copyrightable Works developed by or for Service Provider hereunder shall be considered "works for hire" under the Copyright Act, and as such, all right, title, and interest therein, including copyright, shall belong to PEC. To the extent that Service Provider may have any intellectual property interest in such Deliverables, Service Provider hereby irrevocably assigns and transfers all its right title and interest in such Deliverables to PEC. All rights, title, and interest to the Deliverables created or developed by or for Service Provider after the date of this Agreement shall belong to PEC.

## **21. Right to Audit**

PEC shall have the right to audit all books and records (including the supporting or underlying documents and materials), in whatever form they may be kept, whether written, electronic or other, relating or pertaining to this Agreement (collectively "Records"), kept by or subject to the control of the Service Provider, including, but not limited to those kept by the Service Provider, its employees, agents, assigns, successors and subcontractors. The Service Provider shall maintain, such Records for the duration of this Agreement and for at least one (1) year following termination or expiration of the Contract Agreement. The Records shall be made available, upon request, to PEC during normal business hours at the Service Provider's office or place of business. In the case that the audit finds that Service Provider over-charged PEC, Service Provider shall compensate PEC by the amount of the overcharge.

## **22. Assignment**

This Agreement may not be assigned by Service Provider or the rights granted to or obligations imposed upon Service Provider transferred or sublicensed by Service Provider, without the express prior written consent of PEC.

## **23. Non-solicitation**

Service Provider shall not hire or solicit or endeavor to influence any personnel of PEC to seek employment or a contractor relationship with Service Provider 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, Service Provider 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.

## **24. Publicity**

Service Provider shall not directly or indirectly publish, approve or issue any advertising, sales promotion, press release or public statement relating to this Agreement or any other work performed by Service Provider for PEC wherein PEC's name, trade name, trademark and/or logo is expressly mentioned or from which PEC's identity maybe inferred or implied, without the prior written approval of PEC.

## **25. Conflicts**

PEC acknowledges that provision of the Services by Service Provider will not preclude Service Provider from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of Services provided herein, (2) Service Provider fully discloses the existence, nature, implications and

possible adverse consequences of the common representation and advantages involved, if any, and (3) such other engagement shall not impair the confidentiality of PEC Confidential Information.

**26. Notices**

All notices or other communications required under this Agreement must be made in writing and delivered by hand, sent by registered or certified United States mail, return receipt requested to the address below or by express overnight mail to the address below. Courtesy notice may additionally be sent by regular mail or fax as may be indicated below, however, such service shall not excuse proper notice as set forth above. Parties may change their address by notifying the other party pursuant to this Article.

<p>PEC:  Mailing Address:  Pedernales Electric Cooperative, Inc.  PO Box 1  Johnson City, Texas 78636</p> <p>Street Address:  201 S. Avenue F  Johnson City, Texas 78636</p> <p>ATTN: _____  E-MAIL: N/A  FAX:</p>	<p><b>Service Provider:</b></p> <p>E-MAIL:  FAX:</p>
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**27. General Provisions.**

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, negotiations and commitments between the parties related to the subject matter hereof.
- (b) Amendment. This Agreement may only be amended by a written agreement signed by PEC and Service Provider.
- (c) Interpretation; Counterparts. Each party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.
- (d) Further Assurances. Service Provider shall take any other actions as may be reasonably necessary to carry out the intent and purpose of this Agreement.
- (e) Governing Law. This Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of or related to this Agreement, exclusive venue for such litigation shall be in a court of competent jurisdiction in Blanco County, Texas.
- (f) Waiver. It is expressly understood and agreed that the failure of PEC to: (a) insist upon strict performance of any of the terms and conditions of the Contract Documents; (b) revise or review any documentation; (c) perform any inspection or examinations; (d) exercise or delay in the exercise of any rights or remedies provided herein or by law; or (e) properly notify Service Provider in the event of a breach of any terms and conditions of the Contract Documents, shall not release Service Provider from any or all of the responsibilities or obligations imposed by law or by the Contract Documents and shall not be deemed a waiver of any right of PEC to insist upon strict performance hereof, and shall not be deemed as a waiver of any of PEC's rights or remedies as to any

performances of the Contract Documents regardless of which Services are performed or which Deliverables are received or as to any prior to subsequent default hereunder, nor shall any purported oral modification or recession of these terms and conditions by Service Provider be effective.

- (g) Survival. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Agreement.
- (h) Severability. If any term or provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall, to the extent reasonable and practicable, continue in full force and effect.
- (i) Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Remainder of page intentionally left blank]

DRAFT

If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing this Agreement and returning to PEC.

**PEC:**

**Pedernales Electric Cooperative, Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**Service Provider:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Exhibit A  
STATEMENT OF WORK**

THIS STATEMENT OF WORK (“SOW”) dated and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), is made by and between the Pedernales Electric Cooperative, Inc. (“PEC”) and \_\_\_\_\_ (“Service Provider”) pursuant to and subject to the terms and conditions of the Letter Agreement between PEC and Service Provider dated as of the same date herewith, incorporated herein and attached hereto (“Agreement”).

Task No: \_\_\_\_\_  
Project Name: \_\_\_\_\_

**1. REPRESENTATIVES:**

<b>PEC Contact (PEC)</b>	<b>Attn:</b>
	<b>Pedernales Electric Cooperative, Inc.</b>
	<b>P.O. Box 1</b>
	<b>Johnson City, Texas 78636</b>

<b>SERVICE PROVIDER</b>	<b>Attn:</b>

**KEY PERSON:** \_\_\_\_\_ from  
**PROJECT DESCRIPTION AND OBJECTIVES:**

- Service Provider shall provide \_\_\_\_\_ which may be further described in the specifications for each project, including the following tasks, without limitation:

**DESCRIPTION OF TASKS & DELIVERABLES:**

**2. SCHEDULE: To be determined by the Parties.**

**3. COST:**

Service Provider hereby proposes and agrees, to do all Services and furnish all labor, tools, technology, supplies, equipment, materials, documentation and any other tasks necessary to complete the Services described in this SOW within the time indicated in the schedule at the hourly rates or for the fixed fee as described in “**Exhibit C - Pricing Table**”.



If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing this SOW and returning to PEC.

**PEC: Pedernales Electric Cooperative, Inc.**

**Service Provider:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_

## **Exhibit B**

### **TRAVEL PROCEDURES**

Qualifying expenses are automobile rental, fuel, lodging, meals, airline tickets, taxi cabs or ride share, parking, and mileage. Travel that does not follow the procedures outlined herein shall not be payable without prior written consent by PEC.

1. Travel Per Diem shall equal the U.S. General Services Administration domestic federal per diem rates ("Per Diem") for the applicable primary destination for the year in which travel shall occur, which can be located here:  
<http://www.gsa.gov/portal/category/21287>.

Should the primary destination not be referenced in the Per Diem, the per diem amount shall be no greater than \$120.

2. Mileage shall be based on the IRS standard mileage rate.
3. Airline tickets shall be booked in advance. Only economy class tickets shall be reimbursed.
4. Service Provider shall use its corporate rate for hotels, when available or book hotels through a discount travel service.
5. Entertainment and alcoholic beverages are not reimbursable.

**Exhibit C**  
**Pricing Table**

**CONFIDENTIAL**

As described in that Proposal dated \_\_\_\_\_ and attached hereto and incorporated herein.

Network Access Rights and Obligations  
User Acknowledgement

As a contractor (or contractor's employee, agent or subcontractor) for Pedernales Electric Cooperative, Inc. (PEC) and a user of PEC resources, I agree to comply with all of PEC's network security policies and procedures, as may be amended by PEC from time to time:

1. I acknowledge that I must adhere to PEC network security policies and procedures as a condition for receiving access to PEC resources.
2. I will maintain all computer access codes in strict confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of PEC's network security policies and procedures to PEC's IT Department.
3. I will be accountable for all transactions performed using my computer access codes.
4. I agree to report to PEC's IT Department any suspicious network activity or security breach.
5. I acknowledge that PEC actively monitors network services and resources, including, but not limited to real time monitoring. I should have no expectation of privacy while using PEC resources. These communications may be examined by management for any reason including, but not limited to network security.
6. I understand that violation of PEC's network security policies and procedures may result in termination of contractor's contract, purchase order or service order with PEC and may result in appropriate legal action, including possible prosecution and civil and criminal penalties under the law.

I have read this User Acknowledgement and agree to comply with the terms set forth herein and with PEC's network security policies and procedures.

[CONTRACTOR/EMPLOYEE]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit D

### ACCESS AND SECURITY PROCEDURES

For all services conducted on PEC property or at any PEC facility or customer property or involving any PEC networks, Contractor shall ensure a Contractor Data Form (CDF) and a Background Screening Letter (in the form attached hereto) is properly completed for all of Contractor's employees performing any services under this Agreement and is provided to PEC prior to commencement of any services. The CDF and Background Screening Letter must be sent electronically to [security@peci.com](mailto:security@peci.com). If there are any changes in the information contained in the CDF or the Background Screening Letters, Contractor shall promptly notify PEC and provide updated CDF and Background Screening Letters, with copies to [security@peci.com](mailto:security@peci.com). Contractor shall be responsible for the accuracy of information on the CDF and the Background Screening Letter.

Contractor shall verify that background screening was conducted by a National Association of Professional Background Screeners (NAPBS) accredited company and at a minimum covers criminal, local, state and national screening, terrorist watch list, identity/social security and E-Verify for a period of at least three years. Any person found to have an unacceptable background screening will not be allowed to perform any services under this Agreement unless otherwise agreed to by PEC. Subcontractors performing services must be listed on the CDF and the Background Screening Letter. At any time during the term of the Agreement, PEC may request an updated report from the NAPBS accredited company used by the Contractor with respect to the Contractor's employees and subcontractors.

Contractor, its employees, and agents shall obtain a Contractor's Badge from PEC and parking tag for access to secure warehouses or yards, prior to beginning any services on PEC property or PEC customer's property. Any badge issued; shall be used only for purposes necessary to perform the services under this Agreement. A replacement fee may be charged for lost or damaged badges or parking tags. Access to PEC facilities also requires a PEC employee to physically escort Contractor and its subcontractors at all times unless otherwise agreed to by PEC. Subcontractors must also display either a company photo badge, with name, or a valid driver's license at all times while working on PEC property, facilities or any customer property. Contractor is solely responsible for the actions of its employees, agents, subcontractors and consultants.

As a condition of final payment, Contractor shall return all equipment, badges and parking tags to PEC. In the event Contractor fails to return any equipment, badges and parking tags, PEC may withhold from payment to the Contractor the sum of \$500.00 as liquidated damages, in addition to any other rights or remedies to which PEC may be entitled at law or in equity. Contractor agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by PEC for failure to return the badges or parking tags. Contractor shall advise PEC of any employee terminations or changes to the personnel performing services under this Agreement; Contractor shall promptly return all badges and/or parking tags of employees who are terminated or no longer performing services under this Agreement

If violations of these Access and Security procedures occur, additional security requirements may be required at the Contractor's expense including, without limitation, hiring of approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting.

Advance coordination by Contractor with PEC as to compliance with these Access and Security Procedures is necessary to avoid delays with timely performance of the services. In the event Contractor fails to comply with PEC Access and Security Procedures, PEC may, with no liability for damages or claims against PEC:

- Issue a work stoppage order until any violation (s) of these Procedures are remedied
- Ask any unidentified or improperly identified person (or equipment) to leave a PEC site immediately and not return until items are remedied.

Notwithstanding anything herein to the contrary, PEC does not direct the Contractor as to the performance of any services pursuant to this Agreement and these Access and Security Procedures are included as basic access and security measures of the Contractor and its subcontractors.

(Company Letterhead)

**VIA E-MAIL TO security@peci.com**

\_\_\_\_\_, 20\_\_

Pedernales Electric Cooperative, Inc.  
ATTN: Contract Administrator  
P.O. Box 1  
Johnson City, TX 78636

RE: Agreement between PEC and \_\_\_\_\_ (Company Name) dated \_\_\_\_\_, 201\_\_ (the “Agreement”) for \_\_\_\_\_ (the “Project”)

This letter shall serve as notice that \_\_\_\_\_ (Company Name), has conducted pre-employment background screening on all personnel assigned to Project(s) described in the Agreement as of \_\_\_\_\_, 20\_\_ and no unacceptable information indicated. The background screening was conducted by a National Association of Professional Background Screeners (NAPBS) accredited company and at a minimum covered criminal, local, state and national screening, terrorist watch list, identity/ social security and E-Verify for a period of at least three years from the date of this letter.

The attached Schedule lists which employees received background screening for the Project(s).

Sincerely,

\_\_\_\_\_ (Company Name)

By:

Printed Name:

Title:

Enclosure: Schedule - List of employees who have received background screening and no unacceptable information.

[This Schedule is not necessary when submitting this information through Onboarding electronic process.](#)

## SCHEDULE

\_\_\_\_\_ (Company Name)

Date: \_\_\_\_\_

**Below is a list of the Company's employees (first, middle initial, and last names) for whom the Company has conducted pre-employment background screening in connection with the Project(s) for PEC:**

- 1.
- 2.
- 3.