



# REQUEST FOR PROPOSAL

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**RFP No. 2020-002**

Professional Staffing Services

Issue Date: February 28, 2020

Proposals Deadline: March 13, 2020

Pedernales Electrical Cooperative, Inc.

Information Technology Department

201 S. Avenue F

Johnson City, Texas 78636

Telephone # (830) 868-7155

Email: [PECbidresponse@peci.com](mailto:PECbidresponse@peci.com)

Attn. Christina Garza, Procurement Specialist

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## **SECTION 1: INTRODUCTION**

### **1.1 About PEC**

At Pedernales Electric Cooperative, Inc. (“PEC”), we are committed to serving our communities through excellent member services and safe, reliable electrical service at a competitive price. Founded in 1938 with the assistance of then Congressman Lyndon B. Johnson, we are a member-owned electric cooperative serving 325,988 accounts across Central Texas. An industry-recognized leader providing outstanding member service and reliable electricity, we conduct our business via a transparent and democratic process and highly encourage member participation.

Today, we deliver electricity to more than 325,000 accounts across 8,100 square miles of the Texas Hill Country located in 45 cities and 24 counties: an area nearly the size of New Jersey. Our Headquarters is located in Johnson City, Texas and we have numerous district offices located throughout our service area. Even though we serve more meters than any other U.S. electric cooperative, we’re committed to providing first-class, personalized service.

We are owned and governed by the members we serve, and our members' involvement is vital to our cooperative. We are led by a transparent, democratically elected board of directors that is composed of PEC members selected by their fellow members to serve three-year terms. Our board is responsible for the cooperative's governance, financial and operational oversight, and legal and ethical accountability. Like all cooperatives, PEC is proud to be guided by the seven cooperative principles: 1. Voluntary and Open Membership; 2. Democratic Member Control; 3. Members' Economic Participation; 4. Autonomy and Independence; 5. Education, Training and Information; 6. Cooperation Among Cooperatives; and 7. Concern for Community

### **1.2 Background**

The Information Technology Departments is seeking proposals from qualified Respondents interested in providing Professional Staffing services as described in this RFP. From time to time PEC may have need of “specialty” positions or positions which are not in the General Administrative, Clerical, and Office Services area. In these cases, the Respondent must be able to supply these positions.

It is essential that PEC’s Information Technology Department (IT) maintain temporary personnel to assist in support of special projects including but not limited to professional, non-professional, clerical, administrative, and skilled labor related personnel. The length of assignment will vary and will be based on the needs of the particular department and/or office.

### **1.3 Objective**

PEC is soliciting proposals in response to this Request for Proposal (this “RFP”), from qualified contractors to perform work (“Work”) more specifically described in the attached Scope of Work.

PEC intends to award a contract to the responsible Offeror(s) whose proposal conforms to the RFP and represents the overall best value to PEC considering both price and non-price factors.

The contract term will be for an initial three (3) year term, with the option to renew for two (2) additional one (1) year renewal periods. Options to renew may be exercised by PEC, at PEC’s sole discretion.

Offeror means a contractor submitting a proposal in response to this RFP. Contractor means the successful Offeror under this RFP.

## **1.4 Schedule**

The following is the anticipated schedule for this project:

February 28, 2020 Issue Date of RFP  
March 6, 2020 Questions Deadline  
March 6, 2020 Responses to written questions  
March 13, 2020 Proposal Deadline  
March 20, 2020 Award Notice Date

Dates are subject to change. All changes will be reflected in an amendment to the RFP, which will be posted on the "Solicitation Opportunities" webpage.

## **1.5 Amendment**

In the event that this RFP requires a revision, such clarification or revision will be reflected in an amendment to the RFP, which will be posted on the "Solicitation Opportunities" webpage. All amendments to this RFP will become part of the RFP.

## **1.6 Cancellation**

PEC reserves the right, at its option, to cancel this RFP without obligation and for any reason, in part or in its entirety.

## **SECTION 2: PROPOSAL REQUIREMENTS**

### **2.1 Proposal Deadline**

PEC will accept proposals until 5:00 p.m., Central Standard Time ("CST") on the Proposal Deadline date. PEC will not under any circumstances consider a proposal that is received after the Proposal Deadline.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to PEC. However, a proposal may be withdrawn and resubmitted at any time prior to the Proposal Deadline. No proposal may be withdrawn after the Proposal Deadline without PEC's consent.

### **2.2 Submission**

Proposals must be received by PEC on or before the Proposal Deadline. Proposals must be delivered to the physical address and to email address set forth on the cover page. Offerors must include the RFP number on the proposal.

Offeror must submit: (a) six (6) complete paper copies of its entire proposal to the physical address; (b) one (1) complete electronic copy of its entire proposal in a single .pdf file by email; and (c) one (1) electronic copy of its price proposal in a single .xls file by email.

### **2.3 Page Limit**

The information for each Factor shall be limited to ten (10), 8 ½ x 11, typewritten pages, single sided pages. The contents must be in 12 point font or larger, and may be single spaced. The total non-price proposal package shall not exceed 30 single sided pages. Excluded from the page limits are price files, submittals, resumes, reference forms, EMR forms, DART forms, OSHA forms, and any exceptions to the Standard Agreement.

## 2.4 Questions

Interested parties may direct questions about this RFP to the email address set forth on the cover page. PEC instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered in accordance with this section on or before the Questions Deadline. PEC will provide responses as soon as practicable following the Questions Deadline. PEC intends to respond to all timely submitted questions. However, PEC reserves the right, in its sole discretion, to decline to respond to any question. Only PEC's responses that are made by formal written Amendment will be binding on PEC. Any verbal responses, written interpretations or clarifications other than Amendment to this RFP will be without legal effect.

## 2.5 Proposal Content

All proposals shall contain the evaluation requirements stated herein. Proposals must set forth full, accurate, and complete information as required by this RFP (including attachments). Proposal organization and cross-referencing are mandatory. No material (information not part of the proposal) shall be incorporated by reference. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposals should not simply rephrase or restate PEC's requirements, but rather should demonstrate convincing rationale to address how the Offeror intends to meet these requirements.

All claimed technical capabilities to meet the requirements shall be realistic and are subject to verification by PEC. Offerors should assume that PEC has no prior knowledge of the Offeror's business and that PEC will base its evaluation on the information contained in the Offeror's proposals. PEC will not make assumptions concerning intent, capabilities, or experiences.

Tables, charts, graphs and figures may be used wherever practical to depict systems and layout, implementation schedules, and plans if necessary.

Any proposal that fails to comply with the instructions, requirements, and specification contained in this RFP may be rejected by PEC, at PEC's sole discretion.

Offerors must organize the proposal into separate sections, divided by tabs, for each of the following:

**Factor 1: Experience and Past Performance**

**Factor 2: Operating Plan**

**Factor 3: Price**

### Required Submittals

Proposals must satisfy the following evaluation requirements:

#### Factor 1: Experience and Past Performance

- 1) Describe your history of similar services in the past five (5) years.
- 2) If offeror has provided services for PEC in the past, identify the name of the person and project and the department for with offeror provided those services.
- 3) Which office location would be the contact for Johnson City? (i.e. San Antonio or Austin).

- 4) If offeror is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the term for which this team, joint ventures and/or sub-contractors have worked together in the past.
- 5) Identify the number and professional qualifications to include licenses, certifications, association of staff to be assigned to the project and relevant experience on projects of similar size and scope.
- 6) Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## **Factor 2: Operating Plan**

- 1) Location: Offeror shall provide geographical consideration of candidates in surrounding areas of PEC's Headquarters located at 201 South Avenue F, Johnson City, Texas 78636
- 2) Screening: Offeror will provide copies of the firm's drug screening policy, including the facilities utilized to perform the testing and guidelines for the interpretation of results.
- 3) Skill Assessment: Offeror shall provide information regarding the method (used) in determining skills and skill level of temporary employees that will be assigned to PEC.
- 4) Reporting: Offeror shall describe their reporting capabilities and a sample of any standard management reports. PEC will require weekly status report of all personnel under contract to PEC.
- 5) Scheduling: Offeror shall describe the process and timeline in replacing a temporary employee upon employer's request.

## **Factor 3: Price**

Offeror must complete and return Attachment B Pricing Schedule, as part of its proposal. In the Pricing Schedule, the Offeror should fill out the following tabs (a) Company Information; (b) Hourly Rates; and (c) Background Check.

### **Required Submittals**

All submittals identified on the attached Submittal Checklist shall be submitted as part of the proposal. Any proposal received without all required submittals may be rejected by PEC, at PEC's sole discretion.

## **SECTION 3: PROPOSAL EVALUATION**

### **3.1 Basis for Award**

Award will be made to the responsible Offeror(s) whose proposal conforms to the RFP and represents the overall best value to PEC, price and non-price factors considered.

### **3.2 Evaluation Factors**

Proposals will be evaluated by the Evaluation Committee based on the following factors:

**Factor 1: Experience and Past Performance**

**Factor 2: Operating Plan**

**Factor 3: Price**

Factors 1 through 3 are approximately equal in importance to each other. The non-price factors when combined are approximately equal to the total price for evaluation.

### **Rating Description (Factors 1 & 3)**

Outstanding (O)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good (G)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable (A)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal (M)	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable (U)	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

### **Confidence Ratings (Factor 2)**

Substantial Confidence	Based on the Offeror's recent/relevant performance record, PEC has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, PEC has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, PEC has a low expectation that the Offeror will successfully perform the required effort.
Unknown Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
No Confidence	Based on the Offeror's recent/relevant performance record, PEC has no expectation that the Offeror will be able to successfully perform the required effort.

### **3.3 Evaluation Committee**

Proposals may be evaluated by a committee composed of members of the PEC department seeking the services covered by this RFP and other PEC employees. The Procurement Department will manage and facilitate proposal evaluations.

### **3.4 Compliance Review**

All proposals will be reviewed to determine if they contain all the required information and submittals required by this RFP. Offerors not submitting all required information in the prescribed format may result in their proposal being rejected by PEC, at PEC's sole discretion.

### **3.5 Rejection of Proposal**

PEC reserves the right, in its sole discretion, to reject any or all proposals, or to accept a proposal completely or in part, if deemed to be in the best interest of PEC to do so.

### **3.6 Revisions**

During the evaluation process, Offerors may be requested to provide additional information and/or clarify contents of their proposal. Other than information or revisions requested by PEC, no Offeror will be allowed to alter the proposal or add new information after the submission date.

### **3.7 Negotiations**

PEC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, PEC may make the selection of Contractor on the basis of negotiation with any of the Offeror. In conducting negotiations, PEC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

PEC may discuss and negotiate all elements of proposals submitted by Offerors within a specified competitive range. For purposes of negotiation, PEC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, PEC may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, PEC reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of PEC.

After the Proposal Deadline but before final selection of Contractor, PEC may permit Offeror to revise its proposal in order to obtain the Offeror's best and final offer. In that event, representations made by Offeror in its revised proposal, including price, will be binding on Offeror. In submitting a revised proposal, Offeror must continue to satisfy all RFP requirements but may improve upon their original proposal. Any revised proposal that does not satisfy all RFP requirements will be rejected. PEC will provide each Offeror within the competitive range with an opportunity for discussion and revision of its proposal. PEC is not obligated to select the Offeror offering the most attractive economic terms if that Offeror's proposal does not represent the overall best value to PEC, as determined by PEC.

### **3.8 Multiple Awards**

PEC reserves the right to award a contract as a result of this RFP to more than one Offeror.

### **3.9 Award Notice**

The apparent successful Offeror(s) will be notified via email of its status and a contract will be then negotiated.

All Offerors will be notified in Procurements "Solicitation Opportunities" webpage that the apparent winning proposal has been selected. PEC anticipates that the Award Notice will be released on or about the Award Notice Date.

## **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. Offeror's exceptions will be reviewed by PEC and may result in disqualification of Offeror's proposal. If Offeror's exceptions do not result in disqualification of Offeror's proposal, then PEC may consider Offeror's exceptions when PEC evaluates the Offeror's proposal.

Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Offeror's disqualification.

Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by PEC, at PEC's sole discretion.

#### **4.2 Proposal Preparation Costs**

PEC will not provide compensation to Offeror for any expenses incurred by the Offeror for proposal preparation or for demonstrations or oral presentations that may be made by Offeror. Offeror submits its proposal at its own risk and expense.

#### **4.3 Rights to Proposal**

Proposals and any other information submitted by Offeror in response to this RFP will become the property of PEC. By submitting a proposal in response to this RFP, Offerors waive any claims of copyright protection.

#### **4.4 Intellectual Property**

The terms and conditions contained in the Intellectual Property attachment will apply to any contract that results from this RFP.

#### **4.5 Proposal Validity Period**

Submitted proposals shall be valid for a period of ninety (90) days to allow for sufficient time for evaluation and contract award.

#### **4.6 Compliance**

All work performed pursuant to the contract shall be performed in accordance with applicable federal, state, and local laws, ordinances, rules, and regulations. Additionally, all such work must comply with PEC's internal policies and guidelines. Offerors must possess all permits and licensing required to perform such work at their own expense.

#### **4.7 Qualifications**

At PEC's request, Offeror shall provide to PEC for its review a written resume and qualifications of each proposed individual who Offeror anticipates will perform any portion of the Work. Before assigning any key personnel to perform any portion of the Work, other than those individuals identified in Offeror's proposal, Offeror will notify PEC by email of the proposed assignment, will provide PEC with their written resume and qualifications, and will obtain PEC's approval for the substitution. 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 Work.

#### **4.8 Background Checks**

Offeror 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 Offeror's personnel to confirm satisfaction with PEC requirements. Offeror will confirm in writing that its personnel assigned to perform Work has successfully met Offeror's screening and background checking requirements for each such personnel either as a part of their hiring or prior to assignment to perform Work. All costs related to such background checks shall be the responsibility of Offeror.

#### **4.9 Identification**

All of the selected Contractor's personnel including subcontractor's personnel, must wear respective company uniforms and ID Badges at all times. All of the selected Contractor'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.

#### **4.10 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 Offeror 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 Offeror if the information may be released.

#### **4.11 PEC Information**

All information regarding PEC furnished or available to Offeror under the contract 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 Offeror to any person or entity other than Offeror's employees having a need to know such information to perform Offeror's duties and obligations under the contract. Additionally, Offeror shall not disclose to any third party, including, but not limited to Offeror's subcontractors, affiliates or agents, any Confidential Information without PEC's prior written consent. Offeror 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. Offeror shall only use such Confidential Information solely in connection with performing the Work under the contract. Upon PEC's request, Offeror shall promptly return to PEC or destroy such Confidential Information, as PEC may instruct. If disclosure is required by law, then Offeror 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. Offeror 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.

#### **4.12 Information Security**

Offeror 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 Offeror, 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. Offeror 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 Offeror is not otherwise subject to a confidentiality requirement or that disclosure of such audit or testing does not present a security risk for Offeror to inform PEC that Offeror 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.

#### **4.13 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.

#### **4.14 Restrictions on Communication**

Each Offeror 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 Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of Offeror's Proposal from consideration.

#### **4.15 Conflicts of Interest**

This RFP is specifically intended to facilitate the evaluation and selection of a business-to-business partnership. All Offerors shall disclose any possible or actual conflict of interest that an Offeror 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 an Offeror, or a relative of such a person, is a PEC employee or director, or circumstances where an Offeror's clientele includes parties with interests adverse to PEC's interests. If an Offeror is uncertain whether a circumstance poses a conflict or possible conflict, the circumstance should be disclosed.

An Offeror will not be automatically disqualified based on a report of a conflict or possible conflict. However, PEC reserves the right to disqualify an Offeror 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.

#### **4.16 Disclosure of Relevant Litigation**

Each Offeror must complete and submit the attached Litigation Disclosure Form. Failure to disclose relevant, ongoing litigation which could relate to the goods or services provided in this RFP or impact Offeror's ability to deliver the goods or services described in this RFP may, at PEC's option, result in disqualification of consideration under this or any other procurement action issued by PEC.

#### **4.17 Financial Information**

Each Offeror must submit an electronic copy of Offeror's three (3) most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.

#### **4.18 Evidence of Insurability**

Each Offeror must 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.

#### **4.19 Independent Contractor**

Offeror 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 Offeror's actions, and that no Offeror will have any authority to bind others or to hold out to third parties, that it has such authority.

#### **4.20 Non-solicitation**

Offeror shall not hire or solicit or endeavor to influence any personnel of PEC to seek employment or a contractor relationship with Offeror while the contract is in effect and for a period of six (6) months after termination or expiration of the contract 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.

#### **4.21 Other Contracts**

PEC may undertake or award other contracts for additional work at or near the site of the Work under the contract. Offeror shall fully cooperate with the other contractors and with PEC and shall carefully adapt scheduling and performing the Work under the contract to accommodate the additional work, heeding any direction that may be provided by PEC. Offeror shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PEC's employees.

#### **4.22 Understanding of Requirements**

By submitting a proposal, Offeror certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of services to be performed, the detailed requirements of services to be provided, and the conditions under which services are to be performed.

#### **4.23 Acceptance of RFP Terms**

By submitting a proposal, Offeror (1) accepts [a] Proposal Requirements, [b] Proposal Evaluation, [c] Scope of Work, [d] Terms and Conditions, including, but not limited to, those of the Standard Agreement, and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that subjective judgments must be made by PEC during this RFP process.

#### **4.24 Reservation of Rights**

PEC makes no warranty or guarantee that an award will be made as a result of this RFP. PEC reserves the right to accept or reject any or all proposals, waive any formalities, procedural

requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the contract when deemed to be in PEC's best interest.

PEC reserves the right to seek clarification from any Offeror concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with PEC or writing to PEC, at PEC's sole discretion. Representations made by Offeror within its proposal will be binding on Offeror.

PEC reserves the right to (a) enter into a contract for all or any portion of the requirements and specifications set forth in this RFP with one or more Offerors, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of PEC.

PEC reserves the right to modify the scope of work by change order or change directive at any time during the term of any contract resulting from this RFP.

#### **4.25 No Contract Created**

This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Offeror in response to this RFP will not create a contract between PEC and Offeror. PEC has made no representation or warranty, written or oral, that one or more contracts with PEC will be awarded under this RFP.

Offeror understands and agrees that (1) this RFP is a solicitation for proposals and PEC has made no representation written or oral that one or more contracts with PEC will be awarded under this RFP; (2) PEC issues this RFP predicated on PEC's anticipated requirements for Work, and PEC has made no representation, written or oral, that any particular scope of work will actually be required by PEC; and (3) Offeror will bear, as its sole risk and responsibility, any cost that arises from Offeror's preparation of a proposal in response to this RFP.

#### **4.26 Execution of Offer**

Offeror must complete, sign and return the attached Execution of Offer as part of its proposal. The Execution of Offer must be signed by a representative of Offeror duly authorized to bind the Offeror to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by PEC, at PEC's sole discretion.

## **ATTACHMENT A**

### **Scope of Work**

Specific job posting may include one or more of the following skill sets:

- Applications
  - Software Development Life Cycle
  - General & IT Business Analysis
  - Java Development
  - .NET Development
  - Web Developer
  - Web Design
  - Application security
  - NISC iVUE Configuration and Development
  - Interface Development
  - SharePoint
  - Data Architecture
- Operations and Telecom
  - Database Administration
  - Data Backup and Recovery
  - Servers and Storage
  - Network and Infrastructure
  - Disaster Recovery
  - System High Availability
  - EMC: Isilon
  - HQ: 3Par
  - Pure Storage
  - Brocade switches
  - Linux
  - Cisco: Switching, Routing , Contact Center, Unified Communications, Presence, Finesse, Unity, Call Manager, SRST, UCS, Invicta, Nexus, IOS, ASA, Iron Port, Expressway C and E
  - Microsoft: SCCM, Exchange, Active Directory, SharePoint, Office, Group Policies, Project Server, Server 2016 & 2019
  - VMware:, vSphere, ESXi, Veeam
  - Citrix: XenDesktop, Storefront, Netscaler
  - Database: Oracle, SQL, MySQL
  - Calabrio - WFM and QM
  - Carrier Circuits
  - Cellular phones – Apple and Android
  - Legacy Telecommunications Technicians
- Service Desk
  - Microsoft: SCCM, Exchange, Active Directory, SharePoint, Office, Group Policies
  - Customer Service Experience
  - Citrix
  - Ticketing Systems
  - Computer Repair – Windows/Apple
  - VPN
  - Network Printer Support
  - VOIP Phone Support
  - MDM-Apple and Android
  - Desktop Support/Set-up at Multiple Locations
  - Knowledge Transfer Experience
- Project Management
  - Project/Program/Portfolio Management, Coordination and Administration

- Change Management
  - Software Implementation, Integration & Upgrade Projects
  - Infrastructure Projects
  - Project Execution using PMBOK
  - Waterfall/Agile Project Management Methodologies
- 
- Cybersecurity
    - Threat Hunting
    - Identity and Access Management
    - Privileged Remote Access and Multifactor authentication
    - Network Traffic Analysis
    - Cisco switches, routers, and firewalls
    - VMWare
    - Active Directory Group Policy
    - Vulnerability scanning and management
    - Incident Response
    - Network architecture and design basics
    - Familiar with security standards, benchmarks, and resources
    - Experience with Wireshark, Nexpose, KnowBe4, Tenable
    - Endpoint security
    - Cybersecurity forensics

**ATTACHMENT B  
Pricing Schedule**

**ATTACHMENT C  
Submittal Checklist**

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

<b>Document</b>	<b>Initial to Indicate Document is Included with Proposal</b>
Factor 1 - Experience and Past Performance	
Factor 2 - Operating Plan	
Factor 3 - Pricing Schedule ( Attachment B)	
Required Submittals:	
Submittal Checklist (Attachment C)	
General Information Form (Attachment D)	
Reference Form (Attachment E)	
Litigation Disclosure (Attachment F)	
Execution of Offer (Attachment G)	
Copy of Insurance Certificate	
Copy of Audited Financials (past 3 years)	
Exceptions to the Standard Agreement (if any)	

**ATTACHMENT D**  
**General Information Form**

Offerors must include responses to the questions contained in this General Information Form. In cases where a question does not apply or if unable to respond, indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror must explain the reason when responding N/A or N/R.

Question	Response
Legal Name of Offeror	
Principal Address, City, State, and Zip Code	
Telephone No:	
Website address:	
Year established:	
State of Incorporation / Formation:	
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 Offeror: 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 the history of the company:	
Briefly describe the biographies of the principals:	
Briefly describe other businesses 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.)	

Parent Company (if any):	
Subsidiary Companies (if any):	
List Related / Affiliate / Partner / Joint Venture Companies:	
Ownership Structure:	
Provide any other names under which Offeror 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.)	
<b>Contact Information:</b> 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)	
<b>Authorized Negotiator:</b> List all authorized negotiators of your proposal.	
<b>Authorized Signatory:</b> Printed Name of Authorized Contract Signatory and Title.	
Does Offeror anticipate any sale, mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?	
Is Offeror authorized and/or licensed to do business in Texas? (If "Yes", list authorizations/licenses)	
Where is the Offeror's corporate headquarters located?	
<b>Local/County Operation:</b> Does the Offeror have an office located in Texas (If yes, please indicate how long has the Offeror conducted business in its Texas office and state the number of full-time employees at the Texas office)	
<b>Debarment/Suspension Information:</b> Has the Offeror or any of its principals been debarred or suspended from contracting with any public entity? If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.	

<p><b>Surety Information:</b> Has the Offeror ever had a bond or surety canceled or forfeited?</p>	
<p>Is Offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Offeror will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.</p>	
<p><b>Bankruptcy Information:</b> Has the Offeror ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.</p>	
<p><b>Tax Lien Information.</b> Has the Offeror ever had a tax lien imposed upon it? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.</p>	
<p><b>Disciplinary Action:</b> Has the Offeror ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action</p>	
<p><b>Previous Contracts:</b> Has the Offeror ever failed to complete any contract awarded? If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</p>	
<p>Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</p>	
<p>Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.</p>	
<p>Is Offeror aware of any actual or potential conflicts of interest resulting from Offeror's provision of services or other performance under any contract resulting from this RFP?</p>	

**ATTACHMENT E**  
**Reference Form**

Offeror must provide a customer reference for each of the projects submitted for Factor 2. 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.

<b>Reference No. 1:</b>	
Customer Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
E-mail Address:	
Project Name / Description:	

<b>Reference No. 2:</b>	
Customer Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
E-mail Address:	
Project Name / Description:	

<b>Reference No. 3:</b>	
Customer Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
E-mail Address:	
Project Name / Description:	

<b>Reference No. 4:</b>	
Customer Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
E-mail Address:	
Project Name / Description:	

<b>Reference No. 5:</b>	
Customer Name:	
Contact Name and Title:	
Address, City, State, Zip Code:	
Telephone No:	
E-mail Address:	
Project Name / Description:	

**ATTACHMENT F**  
**Litigation Disclosure**

Offerors must respond to each of the questions below, failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in disqualification or termination of any contract resulting from this RFP.

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?	

**ATTACHMENT G**  
**Execution of Offer**

**Representations and Warranties.** Offeror represents, warrants, certifies, acknowledges, and agrees as follows:

1. Offeror will furnish Work to PEC and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting contract.
2. This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Offeror in response to this RFP will not create a contract between PEC and Offeror. PEC has made no representation or warranty, written or oral, that one or more contracts with PEC will be awarded under this RFP. Offeror will bear, as its sole risk and responsibility, any cost arising from Offeror's preparation of a response to this RFP.
3. Offeror is a reputable company that is lawfully and regularly engaged in providing Work.
4. Offeror has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
5. Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
6. Offeror is in compliance with all federal and state laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
7. All products and services offered by Offeror to PEC in response to this RFP meet or exceed the safety standards established and promulgated under applicable federal, state, and local laws, ordinances, rules, and regulations.
8. Offeror understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Standard Agreement under which Offeror will be required to operate.
9. Offeror will not delegate any of its duties or responsibilities under this RFP or the contract to any subcontractor, except as expressly provided in the contract.
10. Offeror will maintain any insurance coverage required by the contract during the entire term.
11. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. PEC will rely on such statements, information and representations in selecting Contractor. If selected by PEC, Offeror will notify PEC immediately of any material change in any matters with regard to which Offeror has made a statement or representation or provided information.
12. OFFEROR WILL DEFEND WITH COUNSEL APPROVED BY PEC, INDEMNIFY, AND HOLD HARMLESS PEC, AND ALL OF THEIR BOARD MEMBERS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF OFFEROR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF OFFEROR IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT RESULTING FROM THIS RFP.
13. No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Offeror that is a sole proprietorship, the officers or directors of any Offeror that is a corporation, the partners of any Offeror that is a partnership, the joint venturers of any Offeror that is a joint venture, or the members or managers of any Offeror that is a limited liability company, on one hand, and an employee or board member of PEC, on the other hand, other than the relationships which have been previously disclosed to PEC in writing.
14. Offeror has not been an employee PEC within the immediate twelve (12) months prior to the Proposal Deadline.

15. No person who, in the past four (4) years served as an executive of PEC was involved with or has any interest in Offeror's proposal or any contract resulting from this RFP.
16. Offeror is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
17. Offeror's provision of services or other performance under any contract resulting from this RFP will not constitute an actual or potential conflict of interest.
18. Offeror has disclosed any personnel who are related to any current or former employees of PEC.
19. Offeror has not given, nor does Offeror intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of PEC in connection with this RFP.

**Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Offeror and to bind Offeror under any resulting contract.

**Submitted and Certified By:**

\_\_\_\_\_  
(Offeror Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Offeror's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

## **ATTACHMENT H**

### **Intellectual Property**

If selected to provide the services described in this RFP, Offeror shall comply with the following terms and conditions regarding intellectual property rights:

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

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

Subject to PEC's full payment for the services actually delivered to PEC, Offeror hereby assigns, and agrees to cause Offeror to assign to PEC all such PEC Proprietary Rights, and Offeror agrees to execute (and cause persons under its control to execute, including subcontractors or personnel) at PEC's sole cost and expense such further documents as may be reasonably necessary to reflect PEC's ownership of and title to such PEC Proprietary Rights, including without limitation recordable forms of assignment.

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

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

Upon receipt of notification that a third party claims that the software, hardware or both the software and the hardware or any other deliverable infringes upon any United States patent or copyright or otherwise

misappropriates any trade secret of any third party, Offeror will immediately at PEC's discretion:

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

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

Offeror further agrees to:

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

Provided that:

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

**ATTACHMENT I**  
**Insurance Requirements**

If selected to provide the services described in this RFP, Offeror shall comply with the insurance requirements set forth below.

Offeror 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 following levels:

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 Offeror pursuant to the contract have been fully discharged, unless otherwise stated herein.
2. Offeror 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. Offeror 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 Offeror. In the event work is performed by a subcontractor, Offeror 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 OFFEROR'S LIABILITY.
5. PEC shall be listed as an "additional insured" on all policies other than the Workers' Compensation and Professional Liability policies.
6. Offeror for itself and its insurers hereby waives subrogation against PEC, its directors, officers, employees and agents.
7. If Offeror 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 Offeror or its subcontractors does not release or diminish in any manner the liability or obligations of Offeror 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 Offeror or any other insured under the policies.
11. Offeror shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.
12. Types of Insurance and Minimum Coverage Requirements:

<u>Type of Insurance</u>	<u>Minimum Coverage</u>
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. IF THE PROJECT INCLUDES THE USE OF DRONES, THE COMMERCIAL GENERAL LIABILITY AND EXCESS/UMBRELLA POLICIES SHALL BE ENDORSED TO INCLUDE COVERAGE FOR UNMANNED AIRCRAFT and stated on Certificate of Insurance.
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 million per occurrence (\$10 million for services performed on electrical system or easements)
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
Pollution Liability Insurance	Covering losses caused by pollution conditions that arise from the operations of Offeror coverage of not less than \$1,000,000 per occurrence and in the aggregate.

**ATTACHMENT J**  
**Indemnification Requirements**

If selected to provide the services described in this RFP, Offeror shall comply with the indemnification requirements set forth below.

**INDEMNIFICATION**

**OFFEROR 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 OFFEROR'S activities under the Contract, including any acts or omissions of Offeror, any agent, officer, director, representative, employee, consultant or subcontractor of Offeror, 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 OFFEROR 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, OFFEROR 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. OFFEROR shall advise PEC in writing within 24 hours of any claim or demand against PEC or OFFEROR known to OFFEROR related to or arising out of OFFEROR's activities under the contract and shall see to the investigation and defense of such claim or demand at OFFEROR's cost. PEC shall have the right, at its option and at its own expense, to participate in such defense without relieving OFFEROR of any of its obligations under this paragraph.

**ATTACHMENT K**  
**Standard Agreement**