



## Contract Change Order

This is Change Order ("CO") No. 02 to Contract No. C833 (formerly 4400010198) dated 02/04/2016 between the below-named Contractor ("Contractor"), a Local Government Partner, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

<b>Contractor's Legal Name:</b>	City of Fresno, Sustainable Fresno Division	<b>This Contract Change Order consists of 16 page(s).</b>
<b>Contractor's Address:</b>	2600 Fresno Street, Room 3065 Fresno, CA 93721	
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<b>Project Name:</b>	Local government Partnership	
<b>Job Location:</b>	PG&E Service Territory	

**CHANGES: The Parties hereby modify the Contract referenced above as follows:**

1. This change order shall extend the parties Master Service Agreement No. 833 (formerly 4400010198) (MSA) until December 31, 2019. The Parties specifically agree that this Contract shall be deemed to have been in effect continuously and without interruption since the original effective date of February 4, 2016. Any Contract Work Authorizations (CWA) executed under this MSA prior to the MSA expiration date, December 31, 2019, shall continue to be governed by and incorporate by reference the MSA terms and conditions until the CWA is complete, expired, terminated, **or the latest date the CWA is extended to**, whichever occurs first.
2. This change order shall revise the General Conditions language of the original MSA as fully described in Attachment 2, Revision to the General Conditions.

**ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.**

Attachment No. 2: Revision to the General Conditions, 14 Pages

<b>PRICING CHANGES:</b>	Previous Total Contract Value:	\$Total Value of all Authorized CWAs
	Addition or Deduction:	\$Total Value of All Authorized CWAs
	Revised Total Contract Value:	\$Total Value of All Authorized CWAs

**All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.**

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: City of Fresno, Sustainable Fresno Division	
Signature		Signature	
Name	Adrienne Brown	Name	
Title	Portfolio Manager, Sourcing	Title	
Date		Date	



ADMINISTRATION			
PG&E Negotiator	Paula Paschal	Contractor Representative	
Phone	415-973-9506	Phone	
Email:	P1pr@pge.com	Email:	
Accounting Reference			

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

*PG&E has updated its Customer Energy Solutions (CES) General Conditions (GC's) and this change order shall add the following new provisions and modify provisions to the Parties existing CES GC's as follows:*

**I. PROVISIONS ADDED TO THE CES GENERAL TERMS AND CONDITIONS:**

A. The following definitions shall be added to Section. 1.0 Definitions:

1. **"FERC"**: The United States Federal Energy Regulatory Commission.
2. **"Malicious Code"**: Collectively, any malicious or unauthorized code, scripts, routines or techniques (including without limitation any virus, spyware, ransomware or other malware) that is designed to erase data or programming, or infect, impair, modify, record, take control of, disrupt, damage, destroy, disable, shut down or permit or cause unauthorized access to or misuse of a computer system or any component thereof.
3. **"NERC"**: North American Electric Reliability Corporation, which enforces reliability standards with all users, owners and operators of the bulk power system in the United States.
4. **"CPUC"**: California Public Utilities Commission

B. The following shall be added to Section 2.6 Training Records and Section 2.8.3 Corrective Action Plan under Section 2.0 Performance of the Work:

**2.6 TRAINING RECORDS:** Contractor shall maintain records demonstrating that its personnel have completed training, as well as any associated assessments required by law, regulation, certifying organization, or PG&E, required to perform Work under this Contract. Contractor shall also maintain copies of certificates, licenses, and other materials demonstrating that its personnel are qualified to safely and correctly complete the Work. Training and qualification records must be provided to PG&E within 48 hours of request.

**2.8.3 CORRECTIVE ACTION PLAN.** Except as otherwise provided in this Contract, Contractor shall meet or achieve each milestone or deliverable for the Work by the applicable date. If PG&E reasonably believes that Contractor is not making substantial progress, or if Contractor fails to achieve a milestone or complete a deliverable by the applicable date, and such failure is not attributable to reasons entitling Contractor to a Contract Change Order, then Contractor shall provide for PG&E's approval a corrective action plan that will demonstrate achievement at the earliest possible date to minimize delay of the Work schedule. Such corrective action plan shall include, without limitation, reasonable evidence of increases in Contractor's work force, increases in the number of shifts, overtime operations, additional days of Work per week, and such other evidence (including schedule analysis) as necessary for the timely completion of the Work. Upon receipt of PG&E's written concurrence, Contractor shall diligently comply with such corrective action plan; provided, however, that PG&E's concurrence shall not affect any of PG&E's rights or Contractor's obligations under this Contract.

C. The following shall be added under Section 5.0 Confidentiality and Data Security:

**5.2 SECURITY:** Contractor hereby represents, warrants, and covenants to PG&E that the Work, including any hardware, software, firmware, equipment and other deliverables, does not and will not

contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Contractor detects or is made aware of Malicious Code in the Work, Contractor shall notify PG&E immediately, remove such Malicious Code, remediate the effects of such Malicious Code, and restore any lost or corrupt data if applicable.

**5.3 CYBER PROTECTION FOR PROGRAMMABLE DEVICES:** The following requirements apply to any deliverables under this Contract containing software, firmware, microcode or other programmable features. These requirements apply on a continuing basis for the longer of five years and the expected service life of the deliverables as disclosed by Contractor in its product descriptions (the "**Service Life**").

**5.3.1 MALICIOUS CODE:** Contractor hereby represents, warrants, and covenants to PG&E that upon delivery to PG&E the deliverables will not contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Contractor detects or is made aware of Malicious Code in the deliverables during the Service Life, Contractor shall immediately notify PG&E. If the deliverables are not yet in use by PG&E, Contractor shall remove such Malicious Code, remediate its effects and certify to PG&E that the Malicious Code has been removed. If the deliverables are in use by PG&E, Contractor shall assist PG&E to remove the Malicious Code in accordance with the Section below titled "Security Updates and Support."

**5.3.2 CYBERSECURITY SPECIFICATIONS:** Contractor hereby represents, warrants, and covenants that the deliverables comply with the cybersecurity features and functions, if any, described in the associated specifications.

**5.3.3 SECURITY VULNERABILITIES AND TESTS:** Contractor acknowledges that the deliverables may be subject to security testing by PG&E or its security testing consultants before the deliverables are accepted by PG&E as well as subsequently, at any time during their Service Life. If the deliverables are integrated with products supplied by third parties, the third-party suppliers may also be involved in PG&E, such cooperation shall include the following: (i) providing source code and other program documentation (which PG&E shall use solely for testing purposes), and (ii) providing a representative with suitable technical expertise to participate in the tests. The conduct and results of the tests, including any security vulnerabilities that are identified in the course of the tests, shall be PG&E Confidential Information. Any security vulnerabilities that are identified in such tests shall be resolved in accordance with the following Section, concerning Security Updates and Support.

**5.3.4 SECURITY UPDATES AND SUPPORT:** Contractor shall maintain a technical support line with access to PG&E so that any security-related issues can be addressed promptly. Contractor shall notify PG&E without delay if Contractor detects or is made aware of any Malicious Code or security vulnerability in the deliverables during their Service Life. If Malicious Code or security vulnerability is identified during the Service Life, Contractor shall provide an update or revision to the deliverables to remove the Malicious Code and/or cure the vulnerability (a "**Security Patch**") as soon as possible and at no charge to PG&E. Contractor shall assist PG&E to implement the Security Patch if requested by PG&E and shall reimburse PG&E for the cost of implementing the Security Patch.

D. The following shall be added to Section 8.0 Force Majeure, Cancellation and Termination of the Contract.

**8.6 LIMITATIONS:** In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the Work. Contractor shall not enter into any agreements, commitments, or Subcontracts which would incur significant cancellation or termination costs without prior written approval of PG&E. Such written approval is a condition precedent to the payment of cancellation or termination charges by PG&E. Before PG&E will release final payment, Contractor shall deliver to PG&E any and all reports, drawings, documents and deliverables prepared for PG&E before the effective date of cancellation or termination.

8.6.1 Before PG&E will release final payment, Contractor shall deliver to PG&E any and all reports, drawings, documents and deliverables prepared for PG&E before the effective date of cancellation or termination.

E. The following sections shall be added to Section 9.0 Requirements and Policies:

**9.13 EXPORT CONTROLS.** Contractor shall provide PG&E with information and assistance as may reasonably be required in connection with compliance with applicable import and export laws, including but not limited to, Manufacturer's Affidavits, Harmonized Tariff Schedules, Export Control Classification Numbers, and qualification information (e.g. origin) relevant to United States and foreign regulatory approvals for deliverables, products, and other materials furnished hereunder. Contractor shall make such information available to PG&E within five (5) business days following receipt of PG&E's written request.

## **II. GENERAL CONDITIONS PROVISIONS THAT WERE MODIFIED:**

A. Sections 7.5 – 7.5.6 Additional Insurance Requirements under Section 7.0 Insurance shall be deleted in their entirety and replaced with:

**7.5 CYBER SECURITY AND PRIVACY LIABILITY INSURANCE:** Contractor shall obtain and maintain cyber risks insurance providing coverage for at least the following perils and losses: (a) unauthorized use of or access to a computer system containing or giving access to PG&E confidential information; (b) defense of any regulatory action involving a breach of privacy in connection with PG&E confidential information; (c) failure to protect PG&E confidential information from disclosure; and (d) costs of notifying affected individuals and providing credit monitoring for up to one year, whether or not required by applicable law.

7.5.1 The policy(s) shall have limits of liability of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$100,000, unless such increased deductible or retention is approved in advance by PG&E in writing.

7.5.2 PG&E, its affiliates, subsidiaries and parent company, and PG&E's directors, officers, agents and employees shall be named as additional insureds under this policy. If the policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company,

and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement."

B. The following section shall replace sections 7.5.1 – 7.5.6 and be added to Section 7.0 Insurance:

**7.6 INSURANCE DOCUMENTATION REQUIREMENTS.** Contractor shall have all insurance in place before beginning any Work. Upon request, Contractor shall furnish PG&E with certificates of insurance and endorsements of all required insurance.

7.6.1 Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.

7.6.2 The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.

7.6.3. PG&E may inspect the original policies or require complete certified copies at any time.

7.6.4 The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Contractor's liability under this Contract.

7.6.5 Upon request, Contractor shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Contractor.

C. The following Sections 8.2 – 8.2.4 Cancellation For Cause under Section 8.0 Force Majeure, Cancellation and Termination of Contract shall be deleted in their entirety and replaced with:

**8.2 CANCELLATION FOR CAUSE.** PG&E may, at its option, cancel or suspend, in whole or in part, this Contract or any one or more CWAs for cause, including but not limited to, the following situations: (a) the failure, refusal or inability of Contractor to perform the Work in accordance with this Contract for any reason (except as specified in the section titled "Force Majeure") following notice and an opportunity to cure and Contractor has failed to do so; provided, however, that safety or security violations may result in immediate cancellation; (b) Contractor has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from suppliers and Subcontractors due to insufficient funds; (c) a legal action is placed against Contractor which, in PG&E's opinion, may interfere with the performance of the Work; or (d) in PG&E's opinion, the Work will not be completed in the specified time PG&E has requested Contractor take action to accomplish the required progress and completion, and Contractor has failed to do so. PG&E will be the sole judge whether Contractor is substantially performing Work in accordance with this Contract. If the Contract is cancelled for cause: (i) PG&E shall pay Contractor for services satisfactorily performed prior to the date of cancellation which are of benefit to PG&E, and (ii) Contractor shall be liable for additional costs to PG&E arising from cancellation. Contractor shall vacate PG&E's worksite but shall not remove material, plant, or equipment without the approval of PG&E. In addition to other remedies, PG&E may, at its option and without prejudice to its other rights, take over and complete all or part of the Work using Contractor's equipment and facilities at the PG&E worksite.

D. Sections 9.1 – 9.1.4 PG&E's Supplier Diversity Policies under Section 9.0 Requirements and Policies shall be deleted in their entirety and replaced with:

9.1 **PG&E's SUPPLY CHAIN RESPONSIBILITY.** It is PG&E's policy that small and diverse businesses shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E. Small and diverse businesses include Small Business Enterprises ("SBEs"); Women, Minority, and Disabled Veteran Business Enterprises ("WMDVBEs"); and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("LGBTBEs").

9.1.1 Contractor agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supply Chain Responsibility Policy, in **Exhibit 2**, attached and incorporated herein. Contractor shall provide a copy of **Exhibit 2** to each prospective Subcontractor.

9.1.2 Contractor shall act in accordance with its completed Prime Supplier Subcontracting Plan, **Exhibit 1-A**, attached hereto and incorporated herein, in the performance of the Work and in the award of all Subcontracts.

9.1.3 In addition, if the Contract exceeds \$500,000 (\$1 million for construction contracts), Contractor shall comply with **Exhibit 2A**, Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns attached hereto and incorporated herein, and the Prime Supplier Subcontracting Plan for these Contracts must include provisions for implementing the requirements of **Exhibit 2A**.

9.1.4 Each Bidder's Proposal shall describe how Bidder will comply with the mandatory requirements of **Exhibit 2** if awarded the Work. The requirements of **Exhibit 2** and the successful Bidder's response, along with a completed, signed copy of **Exhibit 1-A**, will be incorporated into the Contract.

E. The following Sections 9.2.4 – 9.2.5 Equal Employment Opportunity and Affirmative Action Regulations Policy, Section 9.3 Contractor Safety Program, Section 9.5 Supplier Code of Conduct, Section 9.10 Work on PG&E or PG&E's Customer Property, 9.11 Nerc Requirements and Section 9.12 Documentation and Production Requirements under Section 9.2 Federal Requirements shall be deleted in their entirety and replaced with:

**9.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974**, 41 CFR Part 60-300.5.a: Equal Opportunity Clause. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

**9.2.5 Section 503 of the Rehabilitation Act of 1973**, 41 CFR Part 60-741.5.a: Equal Opportunity Clause. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**9.3 CONTRACTOR SAFETY PROGRAM:** Contractor represents and warrants that it will perform all applicable Work, and cause all Subcontractors to perform all applicable Work, in compliance with PG&E's Contractor Safety Program Standard Contract Requirements, as may be modified from time to time. The Contractor Safety Program Standard Contract Requirements can be located and downloaded at: [www.pge.com/contractorsafety](http://www.pge.com/contractorsafety) and are hereby incorporated by reference into this Contract. Contractor's failure to comply with the Contractor Safety Program Standard Contract Requirements shall be immediate grounds for termination for cause under this Contract. Notwithstanding the above, Contractor is the "controlling employer" as defined under CalOSHA and will remain responsible for all fines and liability arising from violation of the Contractor Safety Program Standard Contract Requirements and applicable law.

**9.10 WORK ON PG&E OR PG&E CUSTOMER ASSETS OR PREMISES:** The following provisions shall apply to the extent that the Work under the Contract requires any Contractor or Subcontractor personnel (collectively, "Personnel") to have access to PG&E assets, premises, customer property, or logical access to PG&E data or systems (collectively, "Access").

**9.10.1 CRIMINAL BACKGROUND CHECKS.** a) Contractor warrants and represents that it will not assign any Personnel to work requiring Access unless Contractor has performed a criminal background check on each such individual (either at the time of hiring or during the course of employment). Prior to assigning work requiring Access to any Personnel with one or more criminal convictions during the last seven years, Contractor must consider the gravity of the individual's offense, the time since the conviction, the successful completion of parole/probation, the individual's age at the time of conviction, the number of convictions, and the stability of the individual, including favorable work history. Contractor shall also consider the relation of the offense to the nature of the work to be performed.

b) Notwithstanding the foregoing, in no event shall Contractor grant Access to an individual with one or more convictions for a Serious Offense(s), which is defined as violent and sex offenses, crimes against children, domestic violence, fraud, theft (including but not limited to identity theft), embezzlement, all felonies during the last seven years, and/or two or more DUI's in the past three years.

c) Contractor shall maintain documentation related to its criminal background check investigation for all Personnel requiring Access and make it available to PG&E for audit if requested pursuant to the audit provisions of this Contract.

d) Contractor also agrees to notify PG&E if any of its Personnel requiring Access are charged with or convicted of a Serious Offense during the course of a PG&E assignment.

**9.11 NERC REQUIREMENTS:** Pursuant to a NERC directive, PG&E has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System ("BES"). PG&E identifies these facilities, systems, assets and information in accordance with its internal utility procedures. If this Contract relates to BES Cyber Systems or Bulk Electric System Cyber System Information (as designated by PG&E), then Contractor shall comply with the requirements of Exhibit 7, NERC Requirements and Exhibit 7A, PG&E NERC CIP Program Non-Employee Attestation Form, each attached hereto and incorporated herein. Contractor



represents and warrants that it has consulted with PG&E to determine whether Exhibit 7 is applicable to the Work under this Contract.

**III. The following Exhibits shall be deleted in their entirety and replaced as follows:**

- A. EXHIBIT 1 PG&E Supplier Diversity Policy – replace with PG&E Prime Subcontracting Plan Instructions**
- B. EXHIBIT 1A Prime Supplier Subcontracting Plan- replace with Prime Supplier Subcontracting Plan**
- C. EXHIBIT 2 PG&E's Supply Chain Responsibility Policy- replace with current 2018 Exhibit 2**
- D. EXHIBIT 2A Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business - replace with current 2018 Exhibit 2**
- E. EXHIBIT 7 NERC Requirements - replace with current 2018 Exhibit 2**
- F. EXHIBIT 7A PG&E NERC CIP Non-Employee Attestation Form - replace with current 2018 Exhibit 2**

- A. EXHIBIT 1A List of Subcontractors and Disbursement Record Prime Supplier Subcontracting Plan
- B. EXHIBIT 2 PG&E's Supply Chain Responsibility Policy
- A. EXHIBIT 2A Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns**

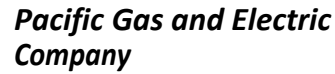
## EXHIBIT 1

### PRIME SUPPLIER SUBCONTRACTING PLAN INSTRUCTIONS

Contractor shall provide a signed Prime Supplier Subcontracting Plan (Exhibit 1A) describing Contractor's planned utilization of Subcontractors and Suppliers. The first line on the form is completed as a sample. Line by Line instructions follow. Respond "N/A" for anything that is not applicable.

- (1) Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.
- (2) Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable).
- (2a) Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License.
- (3) Indicate whether Subcontractor or Supplier is signatory to a labor union by responding "Yes" or "No."
- (4) Provide CPUC Clearinghouse Verification Order Number (VON) of Subcontractor's or Supplier as listed in the CPUC Clearinghouse Database (if applicable). To locate the VON, diversity status, or to find potential subcontractors, access the following site:
  - ☐ CPUC Clearinghouse Database: <https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp>
- (5) Provide Small Business number of Subcontractor or Supplier (if applicable). To determine status or to find potential subcontractors, access the following sites:
  - ☐ California Department of General Services (DGS): <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
  - ☐ U.S. Small Business Administration (SBA): <https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business>
- (6) Provide the Small Business Code of Subcontractor or Supplier (if applicable). See Small Business Code List in Exhibit 1A.
- (7) Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.
- (7a) Indicate whether the work to be performed by each Subcontractor or Supplier includes excavation by responding "Yes" or "No." Refer to [Section 4216 of the California Government Code](#) for the definition of "excavation."
- (8) Indicate the Gold Shovel Status for each Subcontractor or Supplier by responding as appropriate:
  - "N/A" for Subcontractor or Supplier who will not perform excavation work.
  - "Active" for Subcontractor or Supplier with an active Gold Shovel Certification.
  - "Inactive" for Subcontractor or Supplier that does not have current Gold Shovel Certification. Attach an explanation to Exhibit 1A indicating when Contractor anticipates Subcontractor or Supplier will obtain Gold Shovel Certification.

To determine status or to find potential subcontractors, access the following site: <http://www.goldshovelstandard.com>
- (9) Indicate whether each Subcontractor or Supplier will be performing low, medium, or high risk work by responding "Low", "Med", or "High". Refer to PG&E's Contractor Safety Program Contract Requirements at <http://www.pge.com/contractorsafety> for risk definitions.
- (10) Provide ISNworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.
  - Respond "N/A" for any Subcontractor or Supplier performing low risk work.
  - Respond "None" if Subcontractor or Supplier has not completed ISN prequalification. Attach an explanation to Exhibit 1A explaining when Contractor anticipates Subcontractor or Supplier prequalification will be complete.
- (10a) Indicate whether Subcontractor or Supplier performing medium to high risk work is Prequalified in ISN by responding "Yes" or "No." Respond "N/A" for each Subcontractor or Supplier performing low risk work.
  - ☐ To determine prequalification status or to find potential subcontractors, access the following site: [https://www.pge.com/en\\_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page](https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page)
- (11) Provide the estimated amount to be paid to each Subcontractor or Supplier.
- (12) Provide the total estimated amount to be paid to all Subcontractors and Suppliers.
- (13) Provide the total estimated amount to be paid to the Prime Contractor or Supplier for work to be self-performed.
- (14) Provide the total bid value in U.S. Dollars for all work to be performed.
- (15) Provide the total estimated amount to be paid to all CPUC Clearinghouse Subcontractors and Suppliers with a VON.
- (16) Provide the total estimated amount to be paid to all Small Business Subcontractors and Suppliers.



## EXHIBIT 1A

The information provided on this form may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

Prime Contractor/Supplier:			Name of Preparer:			
Employer Identification # (EIN):			Telephone: (    )    -			
PG&E Contract Number (if any):			E-Mail:			
PG&E Project/Product:			Is Prime Contractor/Supplier CPUC Clearinghouse Certified?	Yes	No	VON:
Contract Duration (Year):	From:	To:	Is Prime Contractor/Supplier a Registered Small Business?	Yes	No	Small Business #:

[illegible]

## Small Business Code List

**SBE-DGS** A small business certified by the California Department of General Services (DGS)

**SBE-SBA** A small business certified by the U.S. Small Business Administration (SBA)

**SBE-OTH** A small business certified by another agency that issues a Small Business number

(12) Total All Subcontractors and Suppliers

(13) Total Self-Performed by Prime Contractor / Supplier:

(14) Total Bid Value:

Signature:

Date:

I hereby certify that the information listed is true to the best of my knowledge

(15) Total CPUC Clearinghouse Certified:

(16) Total Small Business Certified:

<sup>1</sup> Subcontractors and Suppliers may have both a CPUC Clearinghouse and a Small Business Certification. Please list both numbers. If a company has more than one Small Business Certification, list the numbers in the following order: (1) DGS, (2) SBA, and (3) any other small business registry where a number is issued.

## EXHIBIT 2

### PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY

PG&E is committed to supply chain responsibility, including supplier diversity, sustainability, and ethical supply chain practices.

- PG&E's Supplier Diversity Program, launched in 1981, aims to provide diverse suppliers with economic opportunities to supply products and services to PG&E.
- ☐ The Supplier Sustainability Program, launched in 2007, encourages supplier responsibility, excellence and innovation.
- Promoting an ethical supply chain means that ethical supplier performance, including a supplier's efforts in each of the following areas, is an important consideration in supplier selection: health and safety, labor issues, human rights, ethical business conduct, and conflicts of interest.

SUPPLIER AND ITS SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY IN THE AWARD OF ALL SUBCONTRACTS. This Policy requires that small and diverse businesses shall have the maximum practicable opportunity to participate in the performance of work, including Small Business Enterprises ("**SBEs**"); Women, Minority, and Disabled Veteran Business Enterprises ("**WMDVBEs**"); and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("**LGBTBEs**")

In order to be considered for this Contract, the Supplier must comply with the following requirements:

1. Supplier shall provide a copy of this Exhibit 2 to each prospective Subcontractor.
2. Supplier shall provide a separate signed Prime Supplier Subcontracting Plan (Exhibit 1A). Supplier shall also describe its Supply Chain Responsibility efforts and planned outreach to small, diverse businesses.
3. Qualifying Subcontractors must be certified as follows:
  - a. Small Business Enterprises must be registered as a small business with a state or federal agency (e.g. California Department of General Services or Small Business Administration);
  - b. Women-, minority-, and lesbian, gay, bisexual and transgender-owned businesses must be certified by the California Public Utilities Commission's Supplier Clearinghouse; and
  - c. Service disabled veteran-owned businesses must be certified by the California Department of General Services.
4. No later than the 10<sup>th</sup> of each month, Supplier shall submit its Subcontracting spend with small and diverse Subcontractors using PG&E's electronic reporting system located at the following address: <https://cvmas10.cvmsolutions.com/pge/default.asp>. To establish a User ID for use in the reporting system, Supplier shall submit a request via email to the following e-mail address: [PVB1@pge.com](mailto:PVB1@pge.com).
5. For contracts exceeding \$500,000 (or \$1 million for construction), Suppliers must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2A. The Prime Supplier Subcontracting Plan for these contracts must include provisions for implementing the terms of this Exhibit 2.

**EXHIBIT 2A**  
**POLICY REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS AND**  
**SMALL DISADVANTAGED BUSINESS CONCERNS**

The following policy of the United States shall be adhered to in the performance of this Contract:

- a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal Agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.
- b) Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Contractor's compliance with this clause.
- c) As used in this Contract, the term "small business concern" shall mean a small business as defined in Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirement of 13 CFR Part 124. Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.
- d) Contractor acting in good faith may rely on written representations by its subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.<sup>1</sup>

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<sup>1</sup> Notwithstanding this provision of the federal statute, all WMDVBE subcontractors must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156, as such procedures may be amended periodically.

## Exhibit 7

### NERC REQUIREMENTS

#### I. **Applicability to Bulk Electric System Cyber Systems and Information**

Pursuant to a directive from the North American Electric Reliability Corporation (“**NERC**”), PG&E has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System (“**BES**”). PG&E identifies these facilities, systems, assets and information in accordance with its internal utility procedures.

If this Contract relates to BES Cyber Systems or BCSI (as designated by PG&E), then Contractor must comply with the additional requirements described in this Exhibit 7. Contractor represents and warrants that it has consulted with PG&E to determine whether Exhibit 7 is applicable.

#### II. **Definitions**

The following terms are defined for use in this Exhibit:

“**Access**” means:

- 1) Unescorted access by any person to facilities, systems and functions that PG&E deems critical to the support of the Bulk Electric System (“**Critical Facilities and/or Critical Systems**”), including persons working within PG&E Critical Facilities and/or Critical Systems; and
- 2) Physical or electronic access by any person to BCSI, or administrative control over BCSI or systems containing BCSI. For the avoidance of doubt, disclosing BCSI to a person by any means constitutes Access to such information by that person.

“**BCSI**” means Bulk Electric System Cyber System Information in any form (whether printed or electronic) including data, files, and file attributes. BCSI is information about a BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System, as determined by PG&E. BCSI is typically classified by PG&E as “NERC CIP Confidential – BCSI” or “Restricted – BCSI,” but not all BCSI data will be designated as such in all formats.

“**BES**” means Bulk Electric System.

“**PRA**” means Personal Risk Assessment.

“**NERC**” means North American Electric Reliability Corporation.

“**WECC**” means Western Electricity Coordinating Council.

#### III. **NERC CIP Security Obligations**

- A. Contractor shall comply with all cyber security policies, plans and procedures relating to the BES Cyber Systems and/or BCSI as directed by PG&E. As directed by PG&E, Contractor shall provide documentation and evidence demonstrating such compliance. This may include the conduct of periodic tests and audits as specified by PG&E from time to time. Contractor acknowledges that Contractor’s failure to comply and demonstrate compliance may subject Contractor and/or PG&E to fines and other sanctions.
- B. Before being granted Access, Contractor must satisfactorily complete PG&E’s Vendor Security Review process. If Work is to be performed at Contractor locations, those locations must be approved by PG&E following completion of the Vendor Security Review Process. PG&E’s approval does not limit its rights to conduct periodic audits and reviews as provided in the Contract.
- C. Contractor shall ensure that (i) any BCSI that is obtained by Contractor is stored and Accessed only within the United States, (ii) BCSI is not copied, exported, transferred or otherwise transmitted outside the United States, and (iii) no third party (including without limitation any

individual, corporation, government or governmental agency), system or environment located outside the United States obtains Access to BCSI through Contractor. Without limiting any other term of this Contract, a third party, system, or environment will be deemed to have Access to BCSI if Contractor shares BCSI with such third party, system, or environment in any manner, or if such third party uses access tokens, cards, credentials, or other means of authentication furnished to Contractor by PG&E to obtain, view, download, or copy BCSI.

- D. Contractor shall ensure that any personnel requiring Access successfully complete background checks ("**Personnel Risk Assessments**" or "**PRAs**") and PG&E-mandated security training before they obtain Access, in accordance with the following requirements:
- 1) Contractor shall perform a background screening for each individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the individual has lived in the past seven years); (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists); and (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in 4a(ii) above, the individual has resided for six consecutive months or more.
  - 2) After performing an acceptable background check, the Contractor shall provide PG&E's Human Resources Department with a Personnel Risk Assessment Attestation Form in the form attached hereto as **Exhibit 7A** for the individual prior to the individual being granted Access. PG&E may request that Contractor provide a copy of the complete Personnel Risk Assessment results at the time the PRA Form is submitted.
  - 3) Contractor shall require that each individual complete an initial training and annual PG&E web-based training session on safety, information security, compliance with PG&E codes and procedures, including but not limited to CORP-0804 Cyber and Physical Security Awareness training (or alternative training as designated by PG&E). Contractor shall direct that each individual complete the PG&E training program by CD or by hard copy format, if Contractor informs PG&E that web based training is not feasible.
  - 4) After Contractor certifies to PG&E completion of the requirements set forth in paragraphs a. through c. above, PG&E will issue appropriate Access credentials. PG&E will deny Access to any individual for whom Contractor has not certified completion of the requirements set forth in paragraphs D(1) through (3) above.
  - 5) Every seven years, Contractor shall perform background screening as described herein for each individual on continuing assignment who has Access.
  - 6) Contractor shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each individual with Access for a minimum of seven years.
  - 7) PG&E may audit Contractor's background screening methodology and substantiate the accuracy of Personnel Risk Assessment Attestation Forms for each individual. Contractor shall respond to any auditing requests and activities, including but not limited to data requests, within one business day. PG&E and/or WECC will set the frequency of auditing the Contractor's PRA process and supporting records.
- E. In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless PG&E for any fines, penalties or other sanctions assessed against PG&E (including but not limited to fines, penalties or sanctions assessed against PG&E by the WECC, NERC, or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor's failure to perform its obligations under this Contract.

**EXHIBIT 7A**  
**PG&E NERC CIP PROGRAM**  
**NON-EMPLOYEE ATTESTATION FORM**  
**COMPLETION OF PERSONNEL RISK ASSESSMENT (PRA) PROCESS**

Please initial next to each line item below to verify that the following Non-Employee has received satisfactory results for each of the required background checks.

Non-Employee Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Requisition and/or PO Number: \_\_\_\_\_

Date NERC Background Check Completed: \_\_\_\_\_

**Background Investigation – Completed and Passed the Following (Includes International Components When Applicable). Initial next to each:**

- \_\_\_\_\_ Criminal Felony / Misdemeanor Search: Past 7 years, all names, all counties off the social trace (include past 7 years residency check)
- \_\_\_\_\_ Federal Criminal Search: Past 7 years, all names off the social trace
- \_\_\_\_\_ Prohibited Parties
- \_\_\_\_\_ SSN Trace
- \_\_\_\_\_ SSN Validation
- \_\_\_\_\_ Statewide Criminal Search

By completing and signing this form, Contractor confirms that the background investigation has been executed and satisfactory results received according to PG&E NERC CIP Program specifications for the above stated Non-Employee. All supporting documents must be kept on file with Contractor for a minimum of 7 years following the end of the Contractor's last non-employee's assignment at PG&E. Random audits of supporting documents may be conducted by PG&E or its designee, consistent with its right under the PG&E/Contractor contract, to ensure compliance with the requirements designated in the certification and contract.

☐ **I hereby certify that I am authorized to sign on behalf of the aforementioned Contractor:**

Contractor Representative Signature: \_\_\_\_\_

Contractor Representative Name (print): \_\_\_\_\_

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

If you have any questions and need additional details regarding this process, please contact the PG&E Human Resources Department at [nercaccess@pge.com](mailto:nercaccess@pge.com).