LGP SAA Change Order for City/County Assn of Governments (Project Name: San Mateo County Energy Watch) (DRAFT)

This change order modifies the following documents;

1. Extends the contract completion date to 12/31/2027;
2. Provides additional funding of $ 1,330,250 for a total contract value of $ 4,115,250 and
3. Modifies the following documents:
   - Program Implementation Agreement (PIA) in Section I.
   - Attachment 1 PG&E 3P EE Program Requirements in Section II.
   - Attachment 2 Data Form in Section III.

I. Program Implementation Agreement (PIA)

A. Section 1.3 Defined Terms. Add the following new terms to Section 1.3.

Personal Information	Means personal information as defined under applicable Privacy & Data Security Laws that replaced CA Civil Code Section 1798.140(o)(1) etc. as applicable, and which Personal Information is considered PG&E Confidential Information.
Privacy and Data Security Laws	Means the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA) as currently in force and as amended, updated, supplemental, or replaced from time to time, and any other Federal or State laws, rules, regulations, directives that protect the privacy or security of information collected from, or relating to, individuals while performing Services under this Agreement.
Supplier	This term is used in certain standard PG&E documents and refers to the Implementer.

B. Delete Section 4.2 Performance Assurance Bonding in its entirety and replace as follows:

4.2 Bonding
At all times during the performance of Implementer's Program and the Services provided to PG&E, Implementer providing any direct installation services represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to, obtain and maintain, at its sole cost and expense, all bonding requirements of the California State License Board, as may be applicable.

C. Delete Section 8 (Confidentiality) in its entirety and replace as follows:

8. CONFIDENTIALITY AND DATA SECURITY

8.1 CONFIDENTIALITY:

8.1.1 CONFIDENTIAL INFORMATION. In performing Work, Implementer may have access to, or be provided with, or encounter Confidential Information as defined below. Unless otherwise expressly stated, Implementer agrees such Confidential Information will strictly be used to perform Work, and Implementer will restrict access to any Confidential Information to its Implementer Parties on a need-to-know basis and will not provide any Confidential Information to an affiliate of PG&E that produces energy or energy-related products or services. "Confidential Information" shall mean:

(a) Personal Information as defined herein which includes, but is not limited to, Customer or consumer, household information involving energy use data, billing data, account information, information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, marketing plans, manufacturing processes or products; and

(b) information about PG&E employees and business operations, informational or technological practices, ratemaking, legislative matters, reports, strategies, analysis, specifications, designs, records, software programs, finances, computer models, trade secrets, and other related documentation or information related to PG&E, or suppliers; and

(c) any confidential information of any third party disclosing such confidential information to PG&E or Implementer during such third party's engagement or business with PG&E; and

(d) PG&E Data as defined in **Exhibit DATA-1 (**Data Protection and Cybersecurity); and

(e) if Implementer is in doubt about whether certain information is confidential, Implementer agrees to treat such information as Confidential Information.

The foregoing confidentiality restrictions will not apply to any particular information the Implementer can demonstrate was (i) previously known to the Implementer, (ii) independently developed by Implementer without the use of PG&E Data, (iii) acquired from a third-party which was not, to Implementer's knowledge, under an obligation to PG&E not to disclose such information, or (iv) has become publicly available through no breach of the Agreement by Implementer, provided that exception (iv) does not apply to PG&E Data that constitutes personal information previously provided to Implementer by PG&E, which must be kept confidential in perpetuity.

8.1.2 CALIFORNIA PUBLIC RECORDS ACT. Notwithstanding the foregoing, to the extent applicable, information provided to the Implementer may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the Implementer may be obligated to disclose some or all information provided to the Implementer, to any party that requests it to the extent required under the California Public Records Act; provided, however the Implementer agrees to give PG&E prompt notice of such request prior to releasing any information so the PG&E may seek a protective order or other appropriate remedy and/or seek to resist or narrow the scope of the disclosure, including protecting the disclosure of any Confidential Information.

8.1.3 NO WARRANTY. All Confidential Information PG&E provides under this Contract is made available "AS IS," without any PG&E express or implied warranty, nor does PG&E represent or guarantee such Confidential Information accuracy or completeness.

8.1.4 SECURITY MEASURES AND COMPLIANCE WITH PRIVACY AND DATA SECURITY LAWS. Implementer warrants it will use reasonable technical, organizational, and physical security measures commensurate with Applicable Laws and industry standards and will comply with the security requirements set forth in **Exhibit DATA-1** (Data Protection and Cybersecurity).

8.1.5 IMPLEMENTER SUBCONTRACTOR/SUB-PROCESSOR OBLIGATIONS. Implementer agrees to notify PG&E of its Subcontractors or Sub-processors prior to providing them any Personal Information to perform Work under the Contract. Implementer is solely responsible for requiring such Subcontractors, and/or sub-processors, to comply with and be bound by no less restrictive obligations than these Confidentiality requirements.

8.1.6 REQUIREMENTS TO RETURN OR DESTROY CONFIDENTIAL INFORMATION. All Confidential Information disclosed or provided by PG&E under this Contract remains PG&E property. Unless prohibited by law or otherwise expressly stated herein, Implementer and its Implementer Parties must return or destroy Confidential Information immediately upon PG&E's instruction or return it promptly when the Confidential Information is no longer necessary to perform Work, which in no event the Confidential Information be retained upon the expiration or termination of this Contract, or CWA.

8.1.7 RECEIPT OF CONFIDENTIAL INFORMATION IN ERROR. If Implementer receives or gains access to any Confidential Information or Personal Information in error, Implementer will immediately provide PG&E written notification of these circumstances. PG&E shall furnish instructions how to destroy or return such Confidential Information. If requested by PG&E, Implementer agrees to furnish a written certification confirming Implementer returned or securely destroyed such information.

8.1.8 NOTICE TO PRODUCE CONFIDENTIAL INFORMATION: If Implementer becomes legally compelled to disclose any PG&E Confidential Information or PG&E Data in a manner not permitted under this Agreement, Implementer shall give PG&E prompt notice of the request and provide reasonable assistance to PG&E, at PG&E's expense, so PG&E may seek a protective order or other appropriate remedy.

8.1.9 IMPLEMENTER DATA: Information, data and reports furnished to PG&E by Implementer under this Agreement ("**Implementer Data**") is not confidential, regardless of any marking or designation to the contrary. Implementer acknowledges that PG&E is required to make public reports and disclosures to regulators including the CPUC, and that such reports and disclosures may include Implementer Data. In addition, PG&E may use Implementer Data for utility purposes including for market analysis and forecasting.

8.1.10 CALIFORNIA INVESTOR-OWNED UTILITY (IOU) DATA: "IOU Data" shall mean all data and information needed from any other IOU except PG&E, for Implementer to provide the related Services in accordance with this Agreement. Implementer is required to work with PG&E's Representative who will triage the necessary contacts with such IOU(s) to enable Implementer to obtain from the IOU its data and information. Any such IOU data or information that is Confidential Information or contains customer personal identifiable information, Implementer will be required to safeguard its unauthorized disclosure and use by agreeing to the relevant IOU's confidential and data security protocols to be granted such access. PG&E makes no representation on behalf of any IOU that IOU data will be provided.

8.2 CPRA DATA RESTRICTIONS AND SECURITY PROTECTION OBLIGATIONS:

8.2.1 PERSONAL INFORMATION USE RESTRICTIONS**.** Implementer shall, and is responsible for its Implementer Parties the Implementer gives access to Confidential Information containing Personal Information as defined herein to perform Work, must adhere to these CPRA restrictions and other applicable Privacy & Data Security Laws as follows:

(a) Will not sell or share any Personal Information; and

(b) Will not retain, use, share, process, make available, disclose, or store Personal Information for any commercial purpose other than as necessary to perform the Work under this Contract, or as otherwise permitted by the Privacy & Data Security Laws; and

(c) Will not retain, use, share, process, make available, disclose, or store Personal Information outside the direct business relationship between Implementer and PG&E; and

(d) Will not retain, use, share, process, make available, disclose, store, or combine any Personal Information with other identifiable Personal Information or data Implementer receives from or on behalf of another person or persons, or collects from its own interaction with consumers,

provided Implementer may combine Personal Information to perform any business purposes adopted under and pursuant to the Privacy and Data Security Laws.

8.2.2 Implementer CERTIFICATION. Implementer certifies Implementer understands its obligations and the restrictions imposed under this Contract when handling, processing, making available and storing Confidential Information that contains Personal Information.

8.2.3 CONSUMER REQUEST. If Implementer receives a Consumer Request pursuant to applicable Privacy and Data Security Laws related to the Personal Information provided by PG&E, Implementer shall promptly notify PG&E in writing and agrees to not respond without PG&E's written instruction, unless required under the Privacy and Data Security Laws. Implementer shall assist PG&E with all Consumer Requests, including without limitation, deleting, or correcting Consumer information.

1.1.1 NOTIFICATION OF INABILITY TO COMPLY WITH CPRA DATA RESTRICTIONS. Implementer agrees to immediately notify PG&E in writing if it makes the determination Implementer can no longer comply with these CPRA Data Restrictions and Security Protection Obligations, which notice shall under no circumstances be later than five (5) business days following Implementer's determination. PG&E may take reasonable and appropriate steps to stop and remediate the situation giving rise to Implementer's inability to comply, including terminating this Contract, which shall be without prejudice to PG&E's right to claim damages for Implementer's failure to perform.

D. Delete Sections 9 (Data Security and Protection) in its entirety and replace as follows:

9. Intentionally Left Blank

E. Delete Exhibit E (Billing and Payment) in its entirety and replace as follows:

EXHIBIT E – BILLING AND PAYMENT

Implementer shall submit a monthly invoice to PG&E for compensation earned in the preceding calendar month expressly as stated in the Contract's Attachment 1 (EE 3P Program Requirements) and in accordance with these Billing and Payment terms.

1. **TIME AND MATERIAL WORK:** Implementer's T&M fees must be stated on an attached Implementer's Rate Card Exhibit F (Implementer's Fees) and shall be incorporated in this Contract. Implementer's Fees must be inclusive of all Implementer's internal administrative and overhead costs and profit. Unless otherwise expressly approved by PG&E's Work Program Manager (PM) and PG&E's sourcing department, any Implementer T&M invoice which billing rates or pricing exceed or conflict with the Implementer's Fees will be rejected, and not paid. Implementer's Fees shall remain the same for the duration of the Contract Term.

(a) MONTHLY INVOICE DOCUMENTATION: Implementer's monthly invoice to PG&E shall be broken down by Contract tasks and each task shall include the following information:

i. STATUS: Task description, estimated cost to complete, total cost incurred to date, percentage of Work completed, and the dates of when the Work was completed.

ii. LABOR: Employee name, employee labor classification, billing rate, number of hours spent within 15-minute increments.

iii. REIMBURSABLE EXPENSES: Unit cost and quantity of each item of expense.

(b) EXPENSES: All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. All reimbursable expenses other than those listed in this section shall be authorized in writing by PG&E's PM prior to expenditure by the Implementer. PG&E will not reimburse Implementer for any expenses not so approved.

i. Overhead costs are Implementer's responsibility and will not be reimbursed as expenses. Overhead costs include but are not limited to the following: Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software.

(c) TRAVEL TIME AND COSTS: All air travel costs within or outside of the United States will be reimbursed only on a coach fare basis and all rental car costs will be reimbursed only on a subcompact rate basis. Travel time to and from the Work site shall be at Implementer's expense.

(d) MILEAGE AND USE OF PERSONAL CAR: If Implementer uses its personal car to perform Work pursuant to this Contract, reimbursable mileage shall be at the current IRS rate. Car use for commuting, such as trips from home to first business stop and from the last business stop to home, represents personal use of the car and such expenses shall not be reimbursed. All other reimbursable mileage shall be at the current IRS rate.

(e) SUPPORTING DOCUMENTATION: For each expense item over $100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, Implementer shall retain them for the term of the audit period.

i. Each invoice shall reflect attached supporting documentation in the order listed in the invoice, and each item of expense chargeable to PG&E shall be highlighted or clearly delineated.

2. **DELIVERABLE, MILESTONE, MONTHLY FIXED FEE, AND/OR PERFORMANCE BASED INVOICES:** Implementer's deliverable, milestone, monthly fixed-fee, and/or performance payment pricing (Flat Fee) must be broken down per task, item, milestone, or deliverable on an approved Contract's Attachment 2 Exhibit A - Implementer Program Data Form (Implementer's Flat Fee Schedule) and shall be incorporated in this Contract. Implementer deliverable, milestone, monthly fixed-fee, and/or performance payment pricing shall be inclusive of Implementers' overhead costs, administrative expenses, other fees, and profit. Unless otherwise expressly approved by PG&E's PM and PG&E's sourcing department, any Implementer deliverable, milestone, monthly fixed-fee, and/or performance payment invoice that exceed or conflict with the Contract's Attachment 2 Exhibit A (Implementer Program Data Form) will be rejected, and not paid. Implementer's Flat Fee Schedule shall remain the same for the duration of the Contract Term.

3. **INVOICE DOCUMENTATION:** Implementer's invoice must include the Contract number, the related CWA or Purchase Order number as applicable, supporting documentation which may include, but not limited to:(a) receipts, purchase orders, contracts, time reports, schedule updates, documentation for allowable and approved expenses; (b) executed conditional waiver and release forms complying with California state law covering all Work performed during the invoice billing period; (c) Implementer certification all Subcontractors have or will be paid with the proceeds for Work invoiced to PG&E and Implementer has no knowledge of any Work recorded stop payment notices or mechanics liens; and (d) submit other information PG&E may require to substantiate the Implementer's invoice charges.

Implementer's invoice for T&M Work must be itemized as follows:

LABOR: Provide each Implementer employee or staff augmentation personnel's name, labor classification, billing rate, and number of hours for each task performed. Staff augmentation personnel rates must be billed to PG&E at Implementer's actual and direct cost with no mark-up.

OVERTIME: PG&E will not, unless PG&E expressly agrees to pay any overtime rate, regardless of the number of hours Implementer authorizes its employees or staff augmentation personnel to Work that are above the rates in the Implementer's Fee Schedule.

SUBCONTRACTOR FEES: PG&E must provide prior written approval for any Subcontractor fees for Work performed on behalf of the Implementer under this Contract. Subcontractor rates must be billed to PG&E at Implementer's actual and direct cost with no mark-up.

Implementer's invoice for deliverable, milestone, monthly fixed-fee, and/or performance payment Work must include the deliverable, milestone, task, and/or performance payment description, the fee, and total amount(s) incurred to date.

4. **FINAL INVOICE:** Implementer's final invoice must be marked "FINAL" and submitted for payment no later than 60 days from when the Work is completed, otherwise PG&E is not liable to for the payment.

5. **INCENTIVE PAYMENTS:** Unless PG&E's PM provides prior written approval, all incentive payments will be processed via Energy Insight or as otherwise specified in the Contract's Attachment 1 (EE 3P Program Requirements).

6. **IMPLEMENTER'S ELECTRONIC INVOICE SUBMITTAL FOR PAYMENT:** Implementer's electronic invoice submittal must comply with Billing and Payment terms and be accepted by PG&E's Electronic Invoice System by 6:00 PM on a business day to be considered received that same day. Implementer electronic invoices submitted after 6:00 PM may not be considered received until the next business day.

   To enroll in PG&E's free Electronic Invoice System, please email PG&E-Electronic-Invoice-Info@pge.com and provide the following:

   PG&E Vendor # (if known)

   Vendor Name

   Valid Purchase Order #

   Vendor Contact Name, Contact Telephone, Contact Email Address

   PG&E Contact Name

8. **INVOICE DEFICIENCIES:** If PG&E determines Implementer's invoice does not meet the requirements of these Billing and Payment Terms, PG&E will reject the invoice for payment and notify Implementer of the deficiencies Implementer needs to remedy and resubmit.

9. **PG&E PAYMENT TERMS:** PG&E's payment terms are Net 30 calculated from the date PG&E accepts an Implementer's invoice that satisfies these Billing and Payment Terms.

10. **INVOICE RETENTION:** Implementer agrees to retain copies of all its invoices and documentation submitted to PG&E in accordance with the Contractor Record Retention and Audit Rights requirements.

INVOICES NOT SUBMITTED THROUGH PG&E'S ELECTRONIC INVOICE SYSTEM ARE NOT CONSIDERED RECEIVED FOR PAYMENT PURPOSES.

F. Delete Exhibit F (Implementer's Rate Card) in its entirety and replace as follows:

EXHIBIT F – IMPLEMENTER'S RATE CARD

Vendor	Job Title	Job Level	Billing Rate ($/Hr) 2020 – June 2023	Billing Rate ($/Hr) July 2023 - 2025	Billing Rate ($/Hr) July 2026 - 2027[1]
City/County Association of Governments (San Mateo County)	Executive Director[2]	Director	$182.00	$355.00	$329.87
City/County Association of Governments (San Mateo County)	Program Director[3]	Deputy Director	$171.00	$243.00	$207.38
City/County Association of Governments (San Mateo County)	Sustainability Program Manager (formerly Resource Conservation Program Manager)	Manager	$131.00	$163.50	$178.54
City/County Association of Governments (San Mateo County)	Senior Sustainability Specialist	Line Staff (formerly Supervisor)	$123.00	$152.76	$166.81
City/County Association of Governments (San Mateo County)	Sustainability Specialist III (formerly Resource Conservation Specialist III)	Line Staff	$111.00	$139.35	$152.17
City/County Association of Governments (San Mateo County)	Sustainability Specialist II (formerly Resource Conservation Specialist II)	Line Staff	$104.00	$130.92	$142.96

[1] Source of rates: Resolution approving the tentative agreement with the American Federation of State, County and Municipal Employees (AFSCME). See "County of San Mateo Inter-Departmental Correspondence, SMC Union Board Memo " dated 12/3/2024; Human Resources File #24-945;

Rates provided are maximum fully-loaded labor rates

[2] Executive Director Rate decrease in 2026-27 reflects a retirement & new hire.

[3] Program Director: 2023 CCO took into account possibility of promotion, which did not occur, and will not in 2026 and 2027

Vendor	Job Title	Job Level	Billing Rate ($/Hr) 2020 – June 2023	Billing Rate ($/Hr) July 2023 - 2025	Billing Rate ($/Hr) July 2026 - 2027[1]
City/County Association of Governments (San Mateo County)	Sustainability Specialist I (formerly Resource Conservation Specialist I)	Line Staff	$96.00	$124.14	$135.56
City/County Association of Governments (San Mateo County)	Intern Fellow IV	Line Staff	N/A	$121.45	$132.62
City/County Association of Governments (San Mateo County)	Intern Fellow III	Line Staff	N/A	$105.98	$115.73
City/County Association of Governments (San Mateo County)	Intern Fellow II	Line Staff	N/A	$91.63	$100.06
City/County Association of Governments (San Mateo County)	Intern Fellow I	Line Staff	N/A	$83.07	$90.71
City/County Association of Governments (San Mateo County)	Intern	Line Staff	$24.00	N/A	N/A

G. Delete Exhibit G (Security Measures) and Exhibit H (PG&E's Non-Disclosure Agreement) in their entirety and replace with the following Exhibit Data-1 Data Protection and Cybersecurity.

EXHIBIT DATA-1 – DATA PROTECTION AND CYBERSECURITY

This Exhibit DATA-1 forms part of the contract between the supplier, service provider, contractor or consultant ("**Supplier**") and Pacific Gas and Electric Company ("**PG&E**") to which this Exhibit DATA-1 is attached (the "**Contract**").

The term "**Services**" as used herein means any Services or Work (as applicable) to be performed by Supplier pursuant to the Contract.

1. In addition to any confidentiality or data security requirements in the Contract, Supplier shall comply with the following additional terms of this Exhibit DATA-1 regarding the protection of PG&E systems and PG&E Data (as defined below).
2. EMPLOYEE NDAs:
   a. For the purposes of this Exhibit DATA-1, "**Personnel**" means any Supplier's personnel (including, for clarity, employees, and individual contractors) and any personnel of Supplier's subcontractors who have access to PG&E systems or any Supplier systems that are used to process or store PG&E Data.
   b. Supplier shall ensure that its Personnel are under a legal obligation to protect the confidentiality of PG&E Data, and to assign intellectual property rights that they might have in Deliverables and Work Product (if applicable) to PG&E, consistent with the terms of the Contract. Supplier is not required to have an individual execute an Employee NDA as described in paragraph (c) if that individual is under a legal obligation as described in the previous sentence.
   c. For any Personnel who do not satisfy the requirements of (b), Supplier shall require each such person to sign an agreement in the form provided at the end of this Exhibit DATA-1 (an "**Employee NDA**"). Supplier shall furnish the signed Employee NDAs to PG&E (either in paper or electronic form) before the Personnel are given access to PG&E systems or PG&E Data.
   d. For the avoidance of doubt, Supplier is liable to PG&E for any failure of its Personnel to comply with the terms of this Exhibit DATA-1 or their personal confidentiality obligations with respect to PG&E Data (including, if applicable, their Employee NDA).
3. SECURITY MEASURES: Supplier shall take "Security Measures" with respect to the processing, storage, and handling of PG&E Data to ensure that the PG&E Data will not be compromised, is kept secure and is used only for authorized purposes.
   a. "**Security Measures**" shall include at a minimum:
      i. Routine and timely security updates to devices, software and systems used to perform Services and/or to transmit, process or store PG&E Data.
      ii. Written policies regarding information security, disaster recovery, third-party assurance auditing, and penetration testing.
      iii. Password protected workstations at Supplier's premises, any premises where Services are being performed and any premises of any person who has access to PG&E Data.
      iv. Encryption of Data in transit and at rest in compliance at a minimum with AES-256.
      v. Two-factor authentication for access to any PG&E systems (including PG&E systems hosted by Supplier) or PG&E Data.
      vi. Data deletion and media sanitization processes that are compliant with NIST 800-88 and applicable PG&E policies (as disclosed to Supplier via the TSR process).
      vii. Measures to safeguard against the unauthorized access, destruction, use, control, alteration or disclosure of PG&E Data including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in alignment with the best practices described in ISO 27001 or SOC2 Type 2 as updated and replaced during the term of the Contract.
   b. All PG&E Data must remain within the United States and may only be accessed, processed, and stored at locations in the United States. However, on a case-by-case basis (through the TSR review process) PG&E may approve offshore support arrangements that do not involve access to personal information or other sensitive information.
   c. Supplier shall update its Security Measures so as to keep current with changes in industry standards, including but not limited to ISO 2700x, SOC2, and also NIST, NERC/CIP and FERC requirements as applicable to the Services performed and types of PG&E Data that are handled by Supplier.
   d. Supplier agrees to impose on its subcontractors the same security obligations imposed on Supplier under the Contract.

4. PG&E DATA: As used herein, "**PG&E Data**" shall mean:
   a. all data or information provided by or on behalf of PG&E, including but not limited to, personal information relating to, of, or concerning, or provided by or on behalf of any Customers;
   b. all data or information input, transferred, uploaded, migrated, or otherwise sent by or on behalf of PG&E to Supplier as PG&E may approve of in advance and in writing (in each instance);
   c. all data collected or received by Supplier directly from any PG&E employee, agent, customer or other third party for the purposes of the Contract;
   d. account numbers, forecasts, and other similar information disclosed to or otherwise made available to Supplier by or on behalf of PG&E and Customers; and
   e. any data derived from the data described in paragraphs (a) through (d), including data aggregations, summaries, analyses and reports, in each case whether or not de-identified or anonymized.

5. PERIODIC SECURITY REVIEWS:
   a. Annual Internal Controls Reports. Supplier shall complete an annual security audit and produce an Internal Controls Report no less frequently than annually. Supplier shall provide a copy of its most recent Internal Controls Report(s) for Supplier and its Subcontractors upon request throughout the Term. "Internal Controls Report" means a SOC 2 Type II audit report (or an equivalent independent security review report such as ISO27001 certification, including ISO27002 content, that is acceptable to PG&E) completed by an independent auditor and that covers the processes, systems and facilities used to perform the Services and/or to process or store PG&E Data. If an Internal Controls Report reveals vulnerabilities in Supplier's facilities, systems or controls, Supplier shall promptly correct such vulnerabilities.
   b. PG&E's Vendor Security Review/TSR:
      i. Before receiving any PG&E Data, Supplier shall undergo PG&E's Vendor Security Review (also referred to as "Third Party Security Review" or "TSR") process. This process involves responding to security questionnaires, provision of supporting information (such as existing ISO or SOC2 reports) and may also involve physical inspections of Supplier's facilities by PG&E or its designated security auditors. Supplier may receive PG&E Data if the security review reveals no high-risk security control deficiencies. If Supplier security review reveals high-risk security control deficiencies, Supplier may not receive PG&E Data until such time Supplier mitigates the risk(s).
      ii. Upon request by PG&E, which will not occur more frequently than annually, Supplier shall complete an update of the Vendor Security Review process and provide such supporting information as PG&E may request to satisfy PG&E that Supplier's Security Measures are in place and are appropriate to protect PG&E Data and the systems used to process it. This updated assessment may include physical inspections of Supplier's facilities. If any such assessment reveals vulnerabilities in Supplier's facilities, systems or controls, Supplier shall promptly correct such vulnerabilities.
      iii. Supplier represents and warrants that (i) statements made by Supplier in response to PG&E' security questionnaires and reviews will be true and complete, and not misleading; and (ii) Supplier will notify PG&E in writing if there is any subsequent degradation in the implemented Security Measures compared to the Security Measures that are described in its Vendor Security Review/TSR response.
   c. Suspension or Termination. PG&E may terminate or suspend Supplier's performance of Services and/or Supplier's access to PG&E Data or PG&E systems, without liability to Supplier, if Supplier fails to comply with the requirements of this Section.

6. USE OF PG&E DATA:
   a. License: PG&E may provide PG&E Data to Supplier to perform its obligations under the Contract. Subject to the terms of the Contract, PG&E grants Supplier a personal, non-exclusive, non-assignable, non-transferable limited license to use the PG&E Data solely for the limited purpose of performing the Services during the Contract term but not otherwise.
   b. Limited Use of PG&E Data: Supplier agrees that PG&E Data will not be (a) used by Supplier for any purpose other than that of performing Supplier's obligations under the Contract, (b) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Supplier, (c) commercially exploited by or on behalf of Supplier, nor (d) provided or made available to any other party without written authorization of PG&E.
   c. PG&E Data shall remain the confidential property of PG&E destroyed if and when directed by PG&E. A proof of destruction should be provided to PG&E or an officer of Supplier certifies the destruction in writing to PG&E.

7. REQUIREMENTS SPECIFIC TO CALIFORNIA PRIVACY LAWS. Supplier shall comply with California privacy laws that are applicable to Supplier's performance of the Services and the handling of PG&E Data including, without limitation, the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA) as amended, updated, supplemented and replaced from time to time ("**California Privacy Laws**"). Without limiting the foregoing obligation:
   a. Supplier represents and warrants that any personal information that Supplier acquires in the course of performing Services from parties other than PG&E has been and will be acquired in compliance with California Privacy Laws, including compliance with any consumer consent requirements and any consumer requests with respect to the data relating to them.
   b. Supplier agrees that, except to the extent specifically required to perform Services for PG&E:
      i. Supplier will not sell or share personal information (as defined in the California Privacy Laws);
      ii. Supplier will not retain, use, share, process, make available, disclose, or store personal information outside the direct business relationship between Supplier and PG&E, or for any commercial purpose other than as necessary to perform Services for PG&E or permitted by the California Privacy Laws;
      iii. Supplier will not combine any personal information with other identifiable personal information or data that Supplier receives from or on behalf of another person or persons, or collects from its own interaction with consumers, provided Supplier may combine personal information to perform any business purpose as defined under regulations adopted pursuant to the California Privacy Laws.
   c. Consumer Requests: Supplier shall promptly notify PG&E if it receives a request from an individual that relates to personal information included in PG&E Data pursuant to California Privacy Laws (a "**Consumer Request**"). Supplier shall not respond to Consumer Request(s) without written instructions from PG&E, or unless otherwise required by applicable law. Supplier shall assist PG&E with all such Consumer Requests.
   d. Notification of Inability to Comply: Supplier shall immediately notify PG&E in writing if Supplier makes the determination that it can no longer meet the requirements of this Contract relating to personal information. In the event of such notification, PG&E may take reasonable and appropriate steps to stop and remediate the situation giving rise to the noncompliance, including without limitation by terminating the Contract. Such actions by PG&E shall be without prejudice to PG&E's right to claim damages with respect to Supplier's failure to perform its obligations pursuant to the Contract.
   e. Supplier Certification. Supplier certifies that Supplier understands the obligations and restrictions imposed in this Contract, and under this Exhibit DATA-1 with respect to Supplier's handling of personal information.
   f. Supplier's Representation: Supplier represents and warrants that it understands and will comply with the foregoing obligations and restrictions, and that Supplier has no intent or reason to believe it will violate them.

8. SECURITY BREACH: Supplier shall immediately notify PG&E in writing of any unauthorized access to, interception or, control of or acquisition of (i) PG&E Data that is within Supplier's possession or control, or (ii) Supplier's computing environment that is used to process or host PG&E Data (a "**Security Breach**").
   a. Supplier shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of PG&E Data, to prevent recurrence and to return to PG&E any copies.
   b. Supplier shall provide PG&E (i) a brief summary of the issue, facts and status of Supplier's investigation; (ii) the potential number of individuals affected by the Security Breach; (iii) an itemized list of the PG&E Data that is or may be implicated by the Security Breach; and (iv) any other information pertinent to PG&E's understanding of the Security Breach and the exposure or potential exposure of PG&E Data.
   c. Supplier shall assist PG&E (at Supplier's sole cost and expense) in recovering or recreating any lost or inaccessible PG&E Data. Without limiting PG&E's rights under the Contract, unless the Security Breach is caused by PG&E: (i) Supplier shall be responsible for, and shall reimburse PG&E, for any ransomware payments made in order to recover PG&E Data that is the subject of a ransomware attack; and (ii) if the Security Breach involves personal information, Supplier agrees to provide, at Supplier's sole cost and expense, appropriate identity monitoring services for all potentially affected persons for at least one (1) year following the Security Breach, subject to PG&E's prior approval; and (iii) if requested in advance and in writing by PG&E, Supplier will notify the potentially affected persons within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Supplier issue or permit to be issued any public statements regarding the Security Breach involving PG&E Data in a manner that identifies PG&E, or could reasonably be associated with PG&E, unless expressly requested by PG&E.

9. RIGHT TO SEEK INJUNCTION: Supplier agrees that any breach of this Exhibit DATA-1 would constitute irreparable harm and significant injury to PG&E for which there is no adequate remedy at law and that it will not be

possible to measure precisely damages for such harm. Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with the Contract, Supplier agrees that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of the terms of this Exhibit DATA-1, involving the alleged unauthorized access, disclosure or use of PG&E Data. Supplier hereby waives any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non conveniens.

10. CALIFORNIA PUBLIC RECORDS ACT. Notwithstanding the foregoing, to the extent applicable, Confidential Information may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the Recipient may be obligated to disclose some or all information provided, to any party that requests it to the extent required under the California Public Records Act; provided, however the Recipient agrees to give PG&E prompt notice of such request prior to releasing any information so that PG&E may seek a protective order or other appropriate remedy and/or seek to resist or narrow the scope of the disclosure, including protecting the disclosure of any Confidential Information.

11. SUBPOENAS: In the event that a court or other governmental authority of competent jurisdiction, including the CPUC, issues an order, subpoena or other lawful process requiring the disclosure by Supplier of PG&E Data, Supplier shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the PG&E Data. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the PG&E Data or has notified Supplier in writing that it will take no action in that regard, then Supplier shall not be in violation of this Contract for its compliance with the court order or governmental authority with respect to such disclosure.

EMPLOYEE NDA

This Agreement is between the individual who signs the Contract in the signature block below ("**Employee**") and Pacific Gas and Electric Company ("**PG&E**").

Employee works for the company identified below (the "**Supplier**") as an employee, independent contractor, or subcontractor. Supplier has been engaged directly by PG&E or as a subcontractor to provide services to PG&E ("**Services**"). Supplier wishes to utilize Employee to perform some of those Services. In consideration for PG&E giving Employee access to PG&E's systems and information, Employee acknowledges and agrees to the following:

1. **Confidentiality**. Employee will keep all PG&E Data (as defined below) strictly confidential, and will not copy, disclose, or use it for any purpose other than as necessary to perform Services for PG&E and in accordance with directions given to Employee by the Supplier. PG&E Data is PG&E's sole property.
2. **Background Checks**. Employee acknowledges that PG&E may conduct background checks on Employee before granting Employee access, and may deny Employee access based on the results of those checks. Employee consents to such checks.
3. **Security**. Employee will follow all directions given to Employee by the Supplier regarding the proper and secure access to, and use of, PG&E systems and assets. Employee will access and use those systems and assets only to perform Employee's assigned duties for PG&E. The Supplier will give Employee copies of PG&E's standards and policies governing access to and use of PG&E computer systems and resources. Employee will comply with them. In particular, Employee will use any user ID, password and Access Cards that are furnished to Employee only for Employee's own use in performing Services for PG&E. Employee will keep them confidential and will not share them with others.
4. **Not a PG&E Employee**. Employee acknowledges and affirms that he or she remains an employee, independent contractor or subcontractor of the Supplier and nothing in the Contract changes Employee's status or makes Employee an employee of PG&E. Employee will continue to take direction from, and will be supervised by, the Supplier in Employee's work for PG&E.
5. In the Contract:
   "PG&E Data" means (i) any computer resources, technical information and materials contained in or relating to PG&E systems that Employee may view, access or receive in the course of performing Services for PG&E including but not limited to: computer systems, electronic records processed and/or stored in such systems, specifications and records and/or software, data, computer models, and related documentation; and (ii) any data stored in or obtained from PG&E systems; and (iii) any changes or updates to any of the foregoing that Employee may make in the course of performing Services for PG&E.
6. **Notice of Immunity**. Federal law provides that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—
   (A) is made—
   (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
   (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
   (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
   In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—
   (A) files any document containing the trade secret under seal; and
   (B) does not disclose the trade secret, except due to court order.
7. **California Public Records Act**. Notwithstanding the foregoing, to the extent applicable, PG&E Assets may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the Employee may be obligated to disclose some or all information provided, to any party that requests it to the extent required under the California Public Records Act; provided, however the Employee agrees to give PG&E prompt notice of such request prior to releasing any information so that PG&E may seek a protective order or other appropriate remedy and/or seek to resist or narrow the scope of the disclosure, including protecting the disclosure of any PG&E Assets.
8. **Subpoenas**. In the event a court or other governmental authority of competent jurisdiction, including the CPUC, issues an order, subpoena or other lawful process requiring the disclosure by Employee of PG&E Assets, Employee shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the PG&E Assets. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the PG&E Assets or has notified Employee in writing that it will take no action in that regard, then Employee shall not be in violation of this Agreement for its compliance with the court order or governmental authority with respect to such disclosure.

Employee confirms his or her agreement with these terms by signing and dating this document below:

_____
Name of Employee

_____
Signature

_____
Title/Position

_____

Date

Name of Supplier

II. Attachment 1 PG&E 3P EE Program Requirements

A. Delete Section 3.4.1 (Diverse Business Enterprise – PG&E's Supply Chain Responsibility Policy) in its entirety and replace as follows;

3.4.1 Diverse Business Enterprise – PG&E's Supply Chain Responsibility Policy

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**") and Diverse Business Enterprises ("**DBE**") consisting of Women, Minority, Disabled Veteran, Lesbian, Gay, Bisexual, Transgender, and Persons with Disabilities Business Enterprises.

a. Implementer shall comply with Exhibit 2 (PG&E's Supply Chain Responsibility Policy) and Exhibit 2A (Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns).
b. Implementer shall complete **Exhibit 1A** (Subcontractor and Supplier Utilization Form) and act in accordance with its completed Exhibit 1A, attached hereto and incorporated herein, in the performance of the Work and in the award of all Subcontracts.

B. Delete Section 3.6 (Program Coordination with Other Program Administrators) in its entirety and replace as follows;

3.6 Program Coordination with Other Program Administrators

Implementer shall coordinate with Program Administrators below while administering their EE program in the same geographic area:

- Association of Bay Area Governments (BayREN)
- Tri-County Regional Energy Network (3C-REN)
- MCE

Implementer shall include in Attachment 2 which Program Administrators they will need to coordinate and how such coordination will be implemented. Implementer shall maintain the list of Program Administrators they will need to coordinate and how such coordination will be implemented in the P&P Manual.

C. Add the following requirements to Section 4.4 (Prepare Reports and Invoices)

DAC Customer Reporting

Implementer agrees to report any DAC customer information (the total number projects referred and the number of DAC customers determined by the project location census tract) to PG&E on a quarterly basis as part of the Implementer's Quarterly Business Review. Tabulation of this information should utilize the most current version of the SB 535 List of Disadvantaged Communities Spreadsheet and Data Dictionary (CalEnviroScreen) found on the OEHHA website. The format and the methods of tracking this information shall be defined in the P&P Manual.

HTR Customer Reporting

Implementer agrees to report any HTR customer information (the total number projects referred and the number of HTR customers determined by most current CPUC HTR criteria) to PG&E on a quarterly basis as part of the Implementer's Quarterly Business Review. The format and the methods of tracking this information shall be defined in the P&P Manual.

CPUC Regulatory Reporting

Implementer shall comply with all CPUC regulatory reporting requirements (without limitation thereto) by providing PG&E with all required data in a format suitable for submittal to the CPUC. The regulatory reports shall contain all information and be in a format as may be required and/or modified by the CPUC from time to time.

D. Add the following deliverables and due dates to the table in Section 4.4.10 (Schedule of Deliverables);

Task 4 Schedule of Deliverables

Deliverable	Due Date
DAC Customer Reporting	Quarterly as part of the Implementer's Quarterly Business Review
HTR Customer Reporting	Quarterly as part of the Implementer's Quarterly Business Review
Data in Support of PG&E Regulatory Budget Filings	As requested by the PG&E PM

E. Delete in its entirety the following existing exhibits;

- Exhibit C (Subcontractor and Supplier Utilization Plan Instructions),
- Exhibit C1 (Subcontractor and Supplier Utilization Plan),
- Exhibit D (PG&E's Supply Change Responsibility Policy), and
- Exhibit D1 (Policy Regarding Utilization of small Business Concerns and Small Disadvantaged Business Customers)

and replace as follows;

- Exhibit 1 (Subcontractor and Supplier Utilization Plan Instructions),
- Exhibit 1A (Subcontractor and Supplier Utilization Plan),
- Exhibit 2 (PG&E's Supply Change Responsibility Policy), and
- Exhibit 2A (Policy Regarding Utilization of small Business Concerns and Small Disadvantaged Business Customers).

EXHIBIT 1 – SUBCONTRACTOR AND SUPPLIER UTILIZATION PLAN INSTRUCTIONS

Revised: June 2023

Prime Contractor/Prime Supplier shall provide a signed Exhibit 1A (Subcontractor and Supplier Utilization Plan) prior to the performance of Work with a list of all Subcontractors and Suppliers. A form of Exhibit 1A can be located at: PG&E Exhibit 1A. In the event of any change in Subcontractors or Suppliers, Prime Contractor/Prime Supplier shall submit an updated and signed Exhibit 1A. The Subcontractor and Supplier Utilization Plan document must be completed even if no Subcontractors or Suppliers will be utilized. Complete the top section, respond "N/A" in column 2 if not applicable and, sign and date. See further instructions below.

Prime Contractor/Supplier Information:

Prime Contractor/Prime Supplier CPUC and Small Business Status

Indicate "yes" or "no" to indicate whether Prime Contractor/Prime Supplier is CPUC Clearinghouse certified. If certified please provide the Verification Order Number (VON).

To find the VON Number, access:

- CPUC Clearinghouse Database:

https://sch.thesupplierclearinghouse.com/frontend/searchcertifieddirectory.asp

Indicate "yes" or "no" to indicate whether Prime Contractor/Prime Supplier is Small Business certified. If certified please provide the small business certification number.

To find out more about Small Business certification, access the following sites:

- California Department of General Services (DGS): http://www.dgs.ca.gov
- U.S. Small Business Administration (SBA): https://www.sba.gov/contracting/getting-started-contractor/qualifying-small-business

Prime Contractor/Prime Supplier's Estimated Amount to be Paid to All Subcontractors/Suppliers

Provide the estimated dollar amount to be paid to all Subcontractors and Suppliers for the duration of the contract term by the following categories: a) all Subcontractors and Suppliers; b) small business certified suppliers only; and c) CPUC certified businesses only. The estimated dollar amounts may be reflected in one or more categories.

If 100 percent of the work will be self-performed by the Prime Contractor/Prime Supplier, indicate "0" for each category.

Refer to the links above to locate potential CPUC and Small Business-certified subcontractors and suppliers.

1. **Tier Level**

   1.1. For most Services, lower tier subcontractors are not allowed below three sub-tiers. (Ex: Prime > Subcontractor 1 > Subcontractor 1.1> Subcontractor 1.1.1).

   1.2. Providers of Restricted Services are limited to first tier and may not subcontract the Work. Restricted Services currently includes Freight Haulers and Vegetation Management; however, this may be expanded to include others in the future. (Ex: Prime > Vegetation Management Subcontractor).

   1.3. A 3rd-party logistics provider or qualified freight broker may be utilized to directly subcontract the Work to Freight Haulers, however, Freight Haulers may not subcontract the Work to other Freight Haulers. (Ex: Prime > Qualified Freight Broker > Freight Hauler or Prime > Freight Hauler).

   1.4. Refer to the Allowable Tier Matrix for further detail.

2. **Subcontractors/Suppliers**

   2.1. Provide the complete name of the Subcontractor or Supplier. Do not abbreviate - please spell out any acronyms.

   2.2. Subcontractors are contractors that have been retained by Prime Contractor, or any subcontractor at lower tiers, to provide services on behalf of PG&E.

      2.2.1. A - General Engineering Contractor: A contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill.

      2.2.2. B - General Building Contractor: A contractor whose principal contracting business is in connection with any structure built, being built, or to be built, for the support, shelter, and enclosure.

      2.2.3. C - Specialty Contractor: A contractor whose operations as such are the performance of construction work requiring special skill and whose principal contracting business involves the use of specialized building trades or crafts.

      2.2.4. D - Restricted Services Providers include, but are not limited to, Freight Haulers and Vegetation Management Providers.

   2.3. Services for which Subcontractors and Suppliers shall be listed on the Exhibit 1A include, but are not limited to:

      2.3.1. Construction Services: All aspects of: constructing, fabricating, installing, erecting, maintaining, performing integrity digs on, and performing turnaround services on, pipelines, buildings, plants, and facilities of all types. Additionally, subcontractor team members who provide construction, general construction, heavy machinery, and other construction services will be included in this group of services.

2.3.2. Industrial Service Vendors (ISV): typically subcontracted for specializing in specific construction work scope such as hydrotesting and surveying.

2.3.3. Professional and Consulting Services: Individuals who provide your company with specialized service, including but not restricted to lawyers, accountants and management consultants. Including, but not limited to environmental and land consultants, human health and risk assessment providers; other select professional services may be included, as needed.

2.3.4. Niche Professional or Consulting Service: An organization that specializes or has a forte in a particular industry or field.

2.3.5. Local Hire Suppliers: Select subcontractors with specific project geography support in facilitating local and/or union hiring.

2.3.6. Restricted Services: Freight Haulers (FH) are business entities operating commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 55,000 pounds or greater either for commercial or private use.

3. Emergency Point of Contact

3.1 Please include the best point of contact and phone number for use in the event of an emergency.

4. Contractor's License # and/or Motor Carrier Permit #

4.1. Provide the California Contractor's License Number of each Subcontractor or Supplier (if applicable) along with the type of License or Permit.

4.2. The MCP (Motor Carrier Permit) is issued to the motor carrier as evidence the carrier has registered their CA# with the DMV, as required by CVC (California Vehicle Code) Section 34620.

4.3. Provide the Expiration Date of the Subcontractor or Supplier's California Contractor's License or MCP.

4.4. Subcontractors and Suppliers may have both a California Contractor's License Number and a MCP. If this is the case, please include information for both.

4.5. Special Permit Requirements:

4.5.1. Freight Haulers needing Special Permit for transferring atypical extra wide or heavy loads and/or hazardous or flammable materials. Applicable permit retention includes but not limited to below lists.

4.5.2. Oversized Load - California Transportation Permit - Issued for movement of non-divisible (exceeding applicable length, width, height, or weight limit) loads, not circumventing California Vehicle Code requirements.

4.5.3. Hazardous Material Load - Federal Motor Carrier Safety Administration (FMCSA) requires motor carriers to obtain a Hazardous Materials Safety Permit (HMSP) prior to transporting certain highly hazardous materials.

4.5.4. Flammable Load - Every motor carrier who transports the following hazardous materials in California must have a hazardous materials transportation license (California Hazardous Material Transportation License) issued by California Highway Patrol.

5. Description of Work to be Performed or Major Materials to be Supplied

5.1. Provide a description of the work to be performed or major materials to be supplied by the Subcontractor or Supplier.

6. Is excavation to be performed?

6.1. 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."

7. Damage Prevention Institute (DPI) Certification Status (formerly known as Gold Shovel Status)

7.1. Indicate the DPI Certification Status for each Subcontractor or Supplier by responding as appropriate:

7.2. "N/A" for Subcontractor or Supplier who will not perform excavation work.

7.3. "Active" for Subcontractor or Supplier with an active DPI Certification.

7.4. "Inactive" for Subcontractor or Supplier that does not have current DPI Certification. Attach an explanation to Exhibit 1A indicating when Contractor anticipates Subcontractor or Supplier will obtain DPI Certification.

7.5. To determine status or to find potential subcontractors, access the following site: https://dpi.commongroundalliance.com/

8. Risk Level

8.1. 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 risk definitions at https://www.pge.com/pge_global/common/pdfs/for-our-business-partners/purchasing-program/suppliers/ContractorSafety_ProgramRequirements_Risk.pdf

9. ISN ID# and/or PG&E Qualified Vendor #

9.1. Provide ISNetworld (ISN) Identification Number of each Subcontractor or Supplier performing medium to high risk work.

9.2. Respond "N/A" for any Subcontractor or Supplier performing low risk work.

9.3. 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.

9.4. Subcontractor or Supplier may have both an ISN ID Number and a PG&E Qualified Vendor Number. If company has both, please list ISN ID Number first.

9.5. ISNetworld Prequalified

9.5.1. 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.

9.5.2. 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.

10. Union Signatory

10.1. Indicate whether Subcontractor or Supplier is signatory to a labor union by responding "Yes" or "No."

11. Signature and Attestation

11.1. Please sign, date and indicate the revision number certifying that the information provided in the Exhibit 1A is true to the best of your knowledge. Note: The information provided may form the basis of a Statement of Record, against which PG&E may conduct an audit or review to ensure compliance.

EXHIBIT 1A – SUBCONTRACTOR AND SUPPLIER UTILIZATION PLAN

Subcontractor and Supplier Utilization Plan

EXHIBIT 1A

Prime Contractor/Supplier Name: City/County Association of Governments of San Mateo County	PG&E Contract # (if any): 2700847157	Contract Duration From: 1/1/2026 To: 12/31/2027
Employer Identification # (EIN): 946000532	Total Bid/Contract Value: $1,330,250	Total Amount to be Self Performed: $850,000
PG&E Project/Product: San Mateo County Energy Watch	Is Prime Contractor/Supplier CPUC Clearinghouse Certified? Yes No X VON #:	
Name of Preparer: Susan Wright	Is Prime Contractor/Supplier a Registered Small Business Certified? Yes No X Small Business #:	
Preparer E-Mail: swright@smcgov.org	Estimated Amount to be Paid to all Subcontractors (Subs) and Suppliers: (for the duration of the contract)	
Preparer Contact Phone:	Subs and Suppliers: $ 560,000 Small Businesses: $ 40,000 CPUC Certified Businesses: $	

(1) Tier Level	(2) Name of Subcontractors (s) and Supplier (s)	(3) Emergency Point of Contact / Phone #		(4) Contractor's License # / Motor Carrier Permit				(5) Description of Work to be Performed or Major Materials to be Supplied	(6) Is Excavation to be Performed	(7) DPI Status	(8) Risk Level	(9) ISN ID# and/or PG&E Qualified Vendor #	(10) Union Signatory
				License/Permit Type	License/Permit #	Expiration Date	Special Permit Required						
	TBD (RFP to fill this role is in progress)							Technical assistance for RICAPS program					
	TBD (RFP to fill this role is in progress)							Technical assistance for Facilities Working Group					
	San Mateo County Office of Education	Ron Soper	650.802.5608					Connections with school district decision-makers					
	Cartwright Design Services	Georgann Cartwright	650.455.3464					Graphic design and website updates					

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.
Indicate All Subcontractor(s) and Supplier(s) of any tier prior to performing Work on designated project. Submit Exhibit 1A to best demonstrate your plan for the indicated services.
In the event of a change in planned Subcontractor(s) or Supplier(s) of any tier, submit a revised Exhibit 1A prior to performing the Work via the method outlined in the contract or work authorization.
Refer to Exhibit 1 for additional instructions on completing this form. Please include additional sheets as needed.

(11) Signature	Susan Wright	Date	7/14/2025	Rev. #:	

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

EXHIBIT 2 – PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY

May 2023

PG&E implemented the Supply Chain Responsibility Program as we understand that small business enterprises and women, minority, persons with disabilities, disabled veteran and lesbian, gay, bisexual, and transgender business enterprises ("Diverse Suppliers") play an important role in helping us deliver energy to our customers and fuel California and the nation's economy.

It is the policy of PG&E to provide Diverse Suppliers the maximum practicable opportunity to participate in direct and subcontracting opportunities.

PG&E's Supply Chain Responsibility Program aims to:

- Provide Diverse Suppliers with economic opportunities to supply products and services to PG&E;
- Encourage supply chain environmental responsibility, excellence and innovation to reduce environmental impacts in the goods and services PG&E purchases; and
- Promote ethical supplier performance in conformance with PG&E's Supplier Code of Conduct.

SUPPLIER AND ITS SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLY CHAIN RESPONSIBILITY POLICY IN THE AWARD OF ALL SUBCONTRACTS.

Supplier and their Subcontractors shall comply with the following:

1. Supplier shall provide a copy of this Exhibit 2 to each Subcontractor.
2. For contracts exceeding $500,000 for products and services; and $1,000,000 for construction, Supplier is expected to develop a plan and establish goals for diverse supplier utilization. Suppliers are encouraged to consider diverse suppliers for all opportunities, regardless of value, where appropriate.
3. Supplier shall provide a separate signed Subcontractor and Supplier Utilization Plan (Exhibit 1A) even if Supplier does not plan to subcontract.
4. Suppliers and Subcontractors should have the following certifications to qualify for PG&E's Small Business and Supplier Diversity Program:
    a. Small Business Enterprises must qualify under the Small Business Administration's (SBA) criteria based on size standards, revenue, number of employees and industry[4] by doing one of the following:
        i. Register in the federal General Services Administration – System for Award Management (SAM); or
        ii. Submit PG&E a self-certification form attesting to their small business status.
    b. Women, minority, persons with disabilities, and lesbian, gay, bisexual and transgender businesses must be certified by the California Public Utilities Commission's (CPUC) Supplier Clearinghouse; and
    c. Service-disabled veteran businesses must be certified by the California Department of General Services and the CPUC Supplier Clearinghouse
5. No later than the 10th calendar day of each month, Supplier shall report all payments to CPUC-certified diverse subcontractors used for PG&E scopes of work. Suppliers may only report the actual payments to subcontractors net of discounts, hold-backs, voided transactions, markups, etc. PG&E reports the aggregate of these subcontractor payments to the CPUC each year.
6. These payments must be reported in PG&E's Supplier Diversity Management System (SDMS) at: https://pge.supplierone.co/. To establish an SDMS User ID, Supplier may submit a request via: mailto:Unitier@supplier.io

[4] See Exhibit 2A for PG&E's Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

All SDMS-reported payments to diverse subcontractors are subject to audit and verification by a third party auditing firm.

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

As a federal contractor, it's PG&E's policy to ensure that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns have the maximum practicable opportunity to provide product and services to PG&E. To be considered as a small business in contracting with PG&E, a Supplier must qualify under the Small Business Administration's (SBA) criteria based on size standards, revenue, number of employees and industry[5].
In qualifying small businesses, PG&E may rely on one or more of the following:

a) The Supplier's representations and certifications in the General Service Administration's System for Award Management (SAM)[6]. Supplier represents by acceptance of this contract that, at the time of submission of its offer, the representations and certifications posted electronically in SAM, are current, accurate, complete and applicable to this award.

b) The Supplier's written representations regarding small business status. Suppliers not registered in SAM may submit a separate, self-certification form that attests to their small business status[7].

Registration in SAM is not required for the purposes of representing size or socioeconomic status in connection with a contract. Pursuant to 15 U.S.C. § 645(d)(1), any entity that misrepresents its small business status shall be subject to fine, imprisonment, administrative remedies, suspension, debarment, and/or ineligibility for future participation in small business programs.

III. PG&E LGP 3P Program Attachment 2 Data Response Form

A. Delete Attachment 2 Data Form in its entirety and replace with the following;

[5] Access the SBA website, located at https://www.sba.gov/federal-contracting/contracting-guide/primesubcontracting, for a full description of small business definitions and size standards.
[6] To register as a small business, visit the SBA's SAM website at https://sam.gov/content/home.
[7] Please contact PG&E's Supply Chain Responsibility team (supplierdiversityteam@pge.com) to request a self-certification form.