

**EXHIBIT 3****FEDERAL GOVERNMENT CONTRACTING REQUIREMENTS**

This Exhibit applies if the goods or services to be provided by Contractor under this Contract have a direct relationship to a deliverable requirement of a Federal Government contract. In such case, this Contract is subordinate to that Federal Government contract and as subcontractor under a Federal Government contract, Contractor agrees to the following provisions.

- (a) **LAWS AND REGULATIONS:** Contractor will comply with all applicable laws associated with the provision of goods or services to the Federal Government.
- (b) **SUSPENSION AND DEBARMENT:** Contractor certifies that neither Contractor nor its principals are debarred, suspended, or proposed for debarment by any agency or instrumentality of the Federal Government. Contractor will notify PG&E immediately if Contractor or any of its principals is suspended, debarred, or proposed for debarment during the term of this Contract. PG&E will not be liable to Contractor for any action that the Federal Government requires PG&E to take with respect to the Contract because of any such debarment, suspension, or proposed debarment.
- (c) **FAR REQUIREMENTS:** The Title 48 of the Code of Federal Regulations (the “FAR”) identified below are incorporated by reference into this Contract and their full text is located at: <http://www.acquisition.gov/>. The effective FAR clause is the version in effect on the Contract's effective date. Contractor will flow down all FAR clauses relevant to its lower-tier Subcontractors and where applicable, the terms “Government,” “United States,” and “Contracting Officer” shall mean “PG&E” to affect the proper intent of the provision.

No.	Title of Provision	FAR Clause
1	Contractor Code of Business Ethics and Conduct	52.203-13
2	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.203-15
3	Basic Safeguarding of Covered Contractor Information Systems	52.204-21
4	Utilization of Small Business Concerns	52.219-8
5	Prohibition of Segregated Facilities	52.222-21
6	Equal Opportunity	52.222-26
7	Equal Opportunity for Veterans	52.222-35
8	Equal Opportunity for Workers with Disabilities	52.222-36
9	Employment Reports on Veterans	52.222-37
10	Notification of Employee Rights Under the National Labor Relations Act	52.222-40
11	Combating Trafficking in Persons	52.222-50
12	Employment Eligibility Verification (E-verify)	52.222.54
13	Minimum Wages under Executive Order 13658	52.222-55
14	Contractors Performing Private Security Functions Outside the United States	52.225-26
15	Providing Accelerated Payments to Small Business Subcontractors	52.232-40
16	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
17	Restrictions on Subcontractor Sales to the Government	52.203-6
18	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6
19	Audit and Records - Negotiation	52.215-2
20	Examination of Records by GSA	552.215-70
21	Restrictions on Certain Foreign Purchases	52.225-13
22	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	52.204-25
23	Anti-Kickback Procedures	52.203-7

- (d) **EQUAL OPPORTUNITY REQUIREMENTS:** To the extent applicable, Contractor agrees to comply with the following:
- (i) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause. The language contained in 41 CFR 60-300.5.a is hereby incorporated by reference into this Contract.
  - (ii) Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause. The language contained in 41 CFR 60-741.5(a) is hereby incorporated by reference in this Contract. Contractor and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a).
- (e) **EXECUTIVE ORDER 13496 – EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT:** To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by reference into this Contract.