EXHIBITS FOR SERVICES AND MATERIALS PURCHASE ORDERS

Except as noted specifically in Purchase Order terms, these Exhibits are included through Cite By Reference in PG&E Purchase orders for both Materials and Services.

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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”); and Women, Minority, Disabled Veteran and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (“WMDVLGBTBEs”).

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 Subcontractor and Supplier Utilization 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 10th 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.cvm solutions.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.
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 Subcontractor and Supplier Utilization 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.¹

¹ 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 3: INJURY AND ILLNESS PREVENTION PROGRAM COMPLIANCE CERTIFICATE

The undersigned hereby certifies to PG&E as follows:

1. The Company, and any Subcontractor hired by the Company to perform any portion of the Work under this Contract, has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code.

2. The undersigned is an authorized representative of the Company identified below, with the authority and responsibility for implementing and administering the Company’s Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate.

Company: ________________________________

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date Signed: ________________________________
EXHIBIT 4: PG&E DRUG AND ALCOHOL ABUSE AND TESTING POLICIES

I. PG&E POLICY

1.0 PREFACE: PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has established the following drug and alcohol policy for access to PG&E facilities by its Contractor and Subcontractor personnel.

2.0 COVERAGE: This policy applies to the personnel of all PG&E Contractors and Subcontractors performing any work or services at PG&E offices and/or any other PG&E facilities.

3.0 POLICY: PG&E may deny access to, or remove from, its facilities the personnel of any Contractor or Subcontractor, who PG&E has reasonable grounds to believe has:

3.1 Engaged in alcohol abuse or illegal drug activity which in any way impairs PG&E’s ability to maintain safe work facilities, to protect the health and well-being of PG&E employees, customers, and the general public, and to promote the public’s confidence in PG&E’s service and operations; or

3.2 Been found guilty, pled guilty, or pled nolo contendere to a charge of sale or distribution of any illegal drug or controlled substance as defined under Federal or California law within the past five years, unless the criminal record was later expunged or sealed by a court order.

4.0 PROHIBITED ACTIVITIES: The following activities are prohibited at all facilities owned or leased by PG&E:

4.1 Possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances as defined under Federal or California law;

4.2 Possessing, furnishing, selling, offering, or using alcoholic beverage, or being under the influence of alcohol.

5.0 ACTIONS: Where reasonable cause exists that paragraph 4 of this policy has been violated, the Contractor or Subcontractor must inform the PG&E representative responsible for the Contract. The Contractor or Subcontractor is also expected to take any or all of the following actions to the fullest extent they are permitted under governing collective bargaining agreements and/or its applicable security and human resources policies.

5.1 Search the individual, his or her vehicle, locker, storage area, and personal effects;

5.2 Require the individual to undergo a medical examination to determine their fitness for duty. Such examination shall include obtaining a urine and/or blood specimen for drug or alcohol analysis unless the examining physician deems such tests to be inappropriate;

5.3 Take any other appropriate action to determine if there has been a violation of paragraph 4. Refusal to comply with a request made under this paragraph shall be grounds for denying access to, or immediate removal from, any PG&E facility.

6.0 PERMISSION TO RE-ENTER: Any individual who has been denied access to, or removed from, PG&E facilities or violating this policy may obtain permission to enter or reenter provided the individual establishes, to the satisfaction of his or her employer and PG&E, that the previous activity which formed the basis for denying access or removal has been corrected and his or her future conduct will conform with this policy. PG&E retains the right of final approval for the entry or reentry of any individual previously denied access to or removed from PG&E facilities.

II. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS FOR DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS AND OF NATURAL GAS PIPELINE WORKERS

1.0 Contractor agrees that, to the extent it may be applicable to this Contract, Contractor shall comply with the U.S. Department of Transportation’s (DOT) regulations for (i) commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing and (ii) work on gas, hazardous liquid and carbon dioxide pipelines, and liquefied natural gas pipelines, 49 CFR Parts 192, 193 or 195, Control of Drug Use in Natural Gas, Liquefied Natural Gas and Hazardous Pipeline Operations. Contractor shall establish and maintain a drug and alcohol testing program for its employees consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 199, Drug and Alcohol Testing, as applicable. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract that is regulated by 49 CFR 192, 193, 195 or 382 shall also have a drug and alcohol testing program that complies with applicable DOT requirements.

2.0 PG&E’s duly authorized representatives, the CPUC, DOT and appropriate agencies shall have, during the term of the Contract and for two years thereafter, access at all reasonable times to Contractor’s drug and alcohol testing program records for the purpose of monitoring compliance with DOT regulations. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work regulated by 49 CFR Part 192, 193, 195 or 382 under this Contract shall also provide access to its drug and alcohol testing program records to PG&E’s authorized representatives, the CPUC, DOT and appropriate agencies for the purpose of monitoring compliance with DOT regulations. Failure to comply with this requirement may, at PG&E’s option, result in cancellation or termination of existing contracts and the loss of opportunity to bid on future contracts.
EXHIBIT 5: PG&E CONTRACTOR DOCUMENT RETENTION AND PRODUCTION REQUIREMENTS

1. Contractor agrees to retain all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract, including without limitation, documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports; provided that Contractor is not required to retain (i) draft versions of final written documents such as reports, presentations, or other written deliverables and (ii) documents that are inconsequential or ancillary to performance and documentation of the project or its deliverables, as follows:

   [ ] a. the documents and data specified in Exhibit 5A, Document and Data List, to this Contract and/or in or individual work authorizations (CWA) under this Contract; or

   [ ] b. all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract.

   If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 5A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as “PG&E Contractor Documents.”

2. Contractor shall store PG&E Contractor Documents in a secure and organized manner. All PG&E Contractor Documents shall be in legible form, whether paper or electronic. In managing and administering PG&E Contractor Documents, Contractor will comply with the requirements of “The Generally Accepted Recordkeeping Principles®” (see www arma.org), or with modified requirements approved in writing by PG&E.

3. Upon completion of the Work or furnishing of the materials under the Contract, or upon completion of the Work or furnishing of the materials under each CWA under the Contract (“Work Completion Date”), PG&E will specify which of PG&E Contractor Documents must be transmitted to Contractor by PG&E (“PG&E Records”), provided however, unless otherwise agreed by PG&E:

   a. Contractor shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within forty eight (48) hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements;

   b. PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;

   c. With respect to PG&E Contractor Documents not transmitted to PG&E as PG&E Records, Contractor shall retain all such documents for twenty four (24) months after the Work Completion Date (“Post-Termination Retention Period”). During the Post-Termination Retention Period, PG&E Contractor Documents shall be retained by Contractor at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests Contractor to retain PG&E Contractor Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;

   d. If PG&E Records are kept in electronic form, the following formats are acceptable for transmission to PG&E: (i) PDF, CAD or TIFF for drawings and diagrams and (ii) PDF for all other documents. If PG&E Records transmitted to PG&E consist of data in a proprietary format, Contractor shall make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. This Section 3.d. shall not abrogate Contractor’s obligation to produce PG&E Records in an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Contractor shall produce PG&E Records in each of the formats requested.

4. PG&E Contractor Documents shall be treated as confidential and shall not be disclosed to others unless Contractor is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.

5. Contractor shall maintain a system for back-up of electronic PG&E Contractor Documents (e.g., files or databases) so they will be preserved for retrieval in the event that the originals are lost or destroyed.

6. If PG&E directs Contractor to dispose of PG&E Contractor Documents, Contractor shall do so in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Contractor Documents shall be submitted to PG&E upon request.

7. If PG&E provides paper documents to Contractor in order to convert them to digital electronic format, Contractor shall return both the paper documents and the documents converted to digital electronic format to PG&E.

8. Contractor is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of Contractor where set forth in this Exhibit 5.

9. The terms and conditions of this Exhibit 5, including Exhibit 5A if attached, shall survive the termination of this Contract.
EXHIBIT 6: AUDIT RIGHTS

1. ACCURACY OF RECORDS.
   1.1 Contractor shall keep accurate records and books of accounts showing the items and costs billed under this Contract, as well as cost data supporting the Contract proposal and/or other representations, including detailed supporting cost data for assumptions and calculation of indirect cost rates specified in the Contract. Contractor shall also maintain nonfinancial documentation and records related to Work performed hereunder but not delivered to PG&E.

   1.2 Contractor’s books and records must provide sufficient detail to verify the charges shall include, without limitation, the following:
   - Payroll records (hours, employee name, employee classification, multiplier breakdown, etc.) that account for total time worked under the Contract;
   - Canceled payroll checks or signed receipts for cash payroll;
   - Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for Contractor’s stock or capital stock;
   - Paid invoices and canceled checks for purchased materials, Subcontractor, and third-party charges;
   - Records relating to air freight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment; and
   - Accurate, auditable records of gifts and entertainment to individual PG&E personnel.

2. AVAILABILITY OF RECORDS. Contractor shall preserve and make available its records and books of accounts, both manual and those which are in machine readable form (collectively, “Records”), for a period of three years from the date of final payment under this Contract. If this Contract is terminated, Contractor’s Records shall be preserved and made available for a period of three years from the date of termination or of any resulting final settlement, whichever is later. Records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by PG&E, shall be retained until such appeals, litigations, claims, or exceptions have been concluded.

3. AUDIT. Upon reasonable notice, PG&E or its representatives shall have the right to audit, without restrictions and at no additional cost to PG&E, at any time during normal business hours, the items and costs described in this Section, including without limitation, all fees and direct and indirect costs incurred by Contractor and billed to PG&E, to verify the rates and costs billed to PG&E hereunder as are represented by Contractor. PG&E may use recognized statistical sampling methods to determine an estimate of the total amount, if any, of PG&E overpayments or underpayments to Contractor.

4. OVERPAYMENTS. Contractor shall refund to PG&E any payments to Contractor which are not in accordance with Contract terms or are not supported by Contractor Records or other valid evidence.

5. ERRORS/IRREGULARITIES. If errors, irregularities, inaccuracies, mistakes or the like (“Errors”) are discovered by audit or other means and PG&E relied upon such Errors in accepting the rates, the affected rates shall be adjusted accordingly, with such adjustment retroactive to the effective date of the Contract and any overpayments refunded to PG&E.

6. MISREPRESENTATION OF COST OR PRICING DATA. If any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract, was increased by any significant amount because Contractor or a Subcontractor misrepresented cost or pricing data in negotiations, the price or cost shall be reduced accordingly. This provision also applies to any future change order or modification to this Contract which involves the submission of cost or pricing data. The knowing misrepresentation of cost or pricing data by Contractor shall be considered a material breach of this Contract.

7. TRANSACTION COSTS. If an audit determines that Contractor overcharged PG&E or if Contractor knowingly submits overcharges or misrepresents cost or pricing data in any amount, Contractor agrees to reimburse PG&E both the amount of the overcharges plus PG&E’s associated transaction costs, including but not limited to costs associated with the discovery and determination of the overcharge amount, the discovery of misrepresented cost or pricing data, and the quantification of any resulting overcharges.

8. INTEREST ON OVERPAYMENTS. If PG&E makes an overpayment to Contractor as a result of Contractor over billings, Contractor shall be liable to PG&E for interest on the amount of such overpayment to be computed (1) for the period beginning on the date the overpayment was made to Contractor and ending on the date Contractor repays the amount of such overpayment to PG&E, and (2) at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco, California.

9. SUBCONTRACTS. Contractor shall include the requirements of this Exhibit in each Subcontract.
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.