



## Contract (Long Form)

This is a Contract between the below named Contractor (“Contractor”), a County of El Dorado, and Pacific Gas and Electric Company (“PG&E”), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

<b>Contractor’s Legal Name:</b>	EL DORADO COUNTY	<b>PG&amp;E Contract No. C24184</b>
<b>Contractor’s Address:</b>	937 SPRING ST PLACERVILLE CA 95667	<b>This Contract consists of 21 pages.</b>
<b>Project Name:</b>	California Alternate Rates for Energy (CARE) 2020 - 2023	
<b>Job Location:</b>	PG&E Territory	

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

I, the undersigned, an authorized representative of the Organization, agree to the terms and conditions of this Agreement with PG&E and, therefore, agree that my Organization will serve as a community outreach contractor in support of PG&E’s CARE Program only, through December 31, 2023, subject the California Public Commission’s approval for funding to cover this period. I understand that PG&E maintains the right to terminate this Agreement if the Organization fails to comply with the stated terms, or renegotiate the terms at a time subsequent to the signing of this Agreement. I understand that neither I nor my Organization, its officers, members or beneficiaries are agents of Pacific Gas and Electric Company, and that Pacific Gas and Electric Company cannot and will not be held liable for any statements or actions by me or others of my Organization during the course of the performance of this Agreement.

**ATTACHMENTS:** Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment A: COVID-19 Addendum Page 3

Attachment 1: General Conditions Pages 4-17

Attachment 2: CARE Statement of Work, Pages 18-21

**CONTRACT TERM:** This Contract is effective upon signature by both parties and expires on 12/31/2023

**COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 12/31/2023. Time is of the essence.

**INSURANCE:** Contractor shall maintain insurance in accordance with Section 13 of the General Conditions.

**TERMS OF PAYMENT:** In accordance with Section 5 of the General Conditions.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work by Contractor, PG&E’s total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.

**TOTAL:** Total Value of All Authorized CWAs

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

Contractor represents and warrants that it: (1) has not yet started the Work described in this Contract, or (2) commenced the Work after receiving an approved field authorization (which includes an approved Unifier RFI) for this Work, or (3) has reported commencement of this Work before approval of a field authorization or issuance of this Contract to the PG&E Supply Chain organization through: [https://afporegistration-d457b1be4.dispatcher.us2.hana.ondemand.com/index.html?hc\\_reset](https://afporegistration-d457b1be4.dispatcher.us2.hana.ondemand.com/index.html?hc_reset)

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: EL DORADO COUNTY	
<b>Signature</b>	<small>DocuSigned by:</small> <i>Michelle Cheng</i> <small>68E693E5CA74C3...</small>	<b>Signature</b>	
<b>Name</b>	Michelle Cheng	<b>Name</b>	
<b>Title</b>	Category Lead Principal	<b>Title</b>	
<b>Date</b>	9/23/2020	<b>Date</b>	



ADMINISTRATION			
<b>PG&amp;E Negotiator</b>	Michelle Cheng	<b>Contractor Representative</b>	
<b>Phone</b>	510-504-7407	<b>Phone</b>	
<b>Email</b>	<a href="mailto:Michelle.Cheng@pge.com">Michelle.Cheng@pge.com</a>	<b>Email</b>	
<b>Accounting Reference</b>			
<b>PG&amp;E Work Supervisor:</b>	Mai Khoupradit	<b>Phone:</b>	707-577-7248
<b>INVOICE INSTRUCTIONS:</b> As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing <a href="mailto:APPaidline@pge.com">APPaidline@pge.com</a> .		
	<b>Send ORIGINAL Invoice to:</b>	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	<b>Send COPY of Invoice to:</b>	Mai Khoupradit <a href="mailto:Mai.Khoupradit@pge.com">Mai.Khoupradit@pge.com</a>	

INTERNAL PG&E USE ONLY			
<b>Distribution Date</b>			
<b>Distribution of Copies</b>	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



Attachment A  
**COVID-19 Addendum**

**COVID-19.** The Parties acknowledge that they are entering into this agreement with knowledge of the existing global COVID-19 pandemic. Despite the existence of the pandemic, the Parties currently believe that they can perform their respective obligations under this Contract. The Parties recognize that during performance of the Contract, the pandemic and associated governmental actions might result in further work restrictions, office closures, restricted hours, shortages of equipment and materials, lockdowns and the like which could temporarily interfere with the Parties' ability to perform their obligations under this Contract. If a Party experiences such a delay, it shall provide prompt written notice to the other Party of the fact of delay and of the circumstances delaying performance, and shall continue to keep the other Party updated. The Parties agree to cooperate with each other and to employ reasonable mitigation measures to minimize the delay and its effects, including but not limited to negotiation of reasonable contract change orders if necessary.



**1. INDEPENDENT CONTRACTOR.** Service Provider (SP) is an independent contractor, and all persons hired by SP in connection with this Contract are employees of SP and are not employees or agents of PG&E for any reason.

**2. NON-EXCLUSIVITY.** THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE SP ANY VOLUME OR DURATION OF WORK.

**3. AMENDMENTS; NON-WAIVER.** No modification or change to this Contract, or waiver of any breach shall be binding or affect any other provision to be enforced, unless expressly written in a Change Order signed by the authorized representative of each Party.

**4. SUBCONTRACTS.** SP will only enter into subcontracts ("Subcontracts") with PG&E's written approval which shall not relieve SP of its obligations to PG&E under this Contract. These Contract obligations shall apply to any Subcontractor. SP is responsible to PG&E for any damages arising from Subcontractors. This Contract does not create any contractual relationship between a Subcontractor and PG&E.

## **5. BILLING AND PAYMENT**

**5.1 Billing. (b) Lump Sum and Unit Price Work:** Monthly Invoices shall be submitted upon completion and final acceptance by PG&E of all lump sum per application as described in the Attachment 2 of this Contract, Statement of Work, section 16.0.

**5.2 Invoices.** Invoices must be submitted in accordance with the Contract requirements and include the purchase order number and applicable purchase order line item number(s). All timelines for payment of invoices run from the date a correct invoice is received by PG&E's Accounts Payable Department at the following address: PO Box 7760, San Francisco, CA 94120-7760. **INVOICES SUBMITTED TO ANY OTHER OFFICE, LOCATION OR ADDRESS, INCLUDING A LOCAL PG&E OFFICE OR THE DEPARTMENT IN CHARGE OF THE WORK, ARE NOT CONSIDERED RECEIVED FOR PAYMENT PURPOSES.**

**5.3 Payment Terms.** Unless otherwise specified, the payment terms for this Contract are Net 15. Payment is calculated from the date a correct invoice is received and accepted by PG&E's Accounts Payable dept.

**5.4 Final Invoice.** The final invoice shall be marked "FINAL" and must be received by PG&E within 60 calendar days after completion of the Work. PG&E will not be liable for payment of any late invoices that are received by PG&E beyond such 60 day period.

## **6. ADDITIONAL WORK AND CHANGES IN WORK**

**6.1 PG&E Approval Needed For Additional Work.** SP not proceed with any additional work until it receives specific written authorization or a Change Order signed by PG&E. SP AGREES THAT ALL COSTS FOR ANY SUCH ADDITIONAL WORK MODIFICATION OR CHANGE INCURRED WITHOUT THE PRIOR WRITTEN APPROVAL OF PG&E'S REPRESENTATIVE AUTHORIZED TO APPROVE SUCH CHANGE ORDER SHALL BE AT SERVICE PROVIDER'S SOLE RISK AND EXPENSE.

**6.2 PG&E Changes To Work.** PG&E reserves the right to make such changes in Work, specifications, and any difference in the Contract price shall be approved in writing by PG&E before the Work is begun.

## **7. SAFETY**

**7.1 Importance of Safety.** Safety is of paramount importance and SP agrees to be responsible for Work being done in a safe manner. SP will plan and conduct Work, and require all Subcontractors do the same in accordance with SP's safety program and all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. SP will provide training to its employees and Subcontractors to inform them of the foregoing safety, health rules and standards. If PG&E at any time observes SP, or any of its Subcontractors, performing the Work in an unsafe manner, PG&E shall have the right (but not obligation) to stop the work until SP takes corrective action to render it safe.

## **8. WARRANTY.**

**8.1 General.** In addition to the warranties implied in fact or by law, SP warrants to PG&E it shall perform the services under this Contract with the degree of skill and care required by current, good and sound professional procedures and practices that conform with accepted professional standards prevailing at the time the service is performed to ensure the services are correct and appropriate for the purposes contemplated in this Contract.

**8.2 Workmanship.** If equipment, materials and parts are furnished by SP r, whether or not manufactured, shall be of the kind and quality described in the Contract, free of defects in workmanship, material, design, and title, be of good and merchantable quality, and fit for their intended purpose. SP shall repair or replace at its expense any part of the Work that develops defects due to faulty material or workmanship within one year after placed in service. SP shall hold PG&E harmless of such expenses. Neither acceptance nor payment relieves SP from liability under the indemnity clause or any of the guarantees contained in or implied by this Contract.

## **9. INTELLECTUAL PROPERTY**

**9.1 Ownership and Use of Deliverables.** PG&E shall own all data, reports, information, manuals, computer programs or any other written, recorded, photographic or visual materials, or any and all other deliverables produced in the performance of this Contract (Deliverables). SP shall retain no ownership, interest, or title in the Deliverable except as otherwise expressly provided. If SP retains any preexisting rights in any materials furnished, SP hereby grants to PG&E the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) make, use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and derivative works in connection with PG&E's business and (ii) authorize others to do all of the foregoing in connection with PG&E's business.

**9.2 Use and Reproduction Rights.** PG&E shall have the unrestricted right of use and reproduction of all documentation, including but not limited to, instructional manuals, and other materials related to the Work furnished hereunder. Such use and reproduction by PG&E or by contractors doing work for PG&E shall not require further permission by SP, nor shall it constitute infringement of SP's ownership rights, including copyright, to such materials. SP must expressly identify its ownership in materials it provides.

**9.3 Service Provider's Use of PG&E Property.** All records, reports, computer programs, written procedures and similar materials, documents or data, in whatever form, provided by PG&E for SP's use in the performance of Work under this Contract shall remain the confidential property of



PG&E and shall be returned to PG&E immediately upon completion of SP's use for the performance of Work or earlier upon the written request of PG&E.

**94 Third Party Licenses.** Service Provider represents and warrants, its personnel and subcontractors, shall comply with all third party licenses, terms of use, policies and procedures that apply to the use or govern access to any third party materials made available.

**9.5 No Publicity.** SP shall not include PG&E's name, this Contract, or PG&E's purchase or use of any products or services in SP's published customer list or other publicity, publication or media, without PG&E's written consent. PG&E does not endorse, recommend, or vouches for SP, or its business efforts, in any form of written, verbal, or electronic advertisement, communication, or otherwise.

9.5.1 The Service Provider, its officers, members or beneficiaries are not agents of Pacific Gas and Electric Company. Pacific Gas and Electric Company cannot and will not be held liable for any statements or actions of the Service Provider during the course of the performance of this Agreement.

**9.6 Confidentiality.** SP shall not disclose certain confidential Customer, commercial or personal information ("Confidential Information") or otherwise make it available to any other person, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written approval of PG&E. In addition, SP when handling PG&E Confidential Information shall comply with **Exhibit A** (Confidentiality and Data Security). "Confidential Information" shall mean:

(a) the Customer's account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, Customer identities, marketing plans or manufacturing processes or products,

(b) any technical, commercial, financial, or Customer information of PG&E obtained by SP in connection with this Contract, including, but not limited to a Customer's energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party or in the custody of PG&E or third party, and which constitutes valuable confidential and proprietary information and/or trade secrets belonging to PG&E, and/or third parties,

(c) any such confidential information of any third party disclosing such confidential information to PG&E or SP in the course of such third party's employment, engagement,

(d) Personal information as defined in California Civil Code 1798.140(o)(1), and

**9.6.1** If SP doubts whether certain information is Confidential, SP will treat that information as such.

**9.7 Infringement Protection.** SP represents to PG&E the material to be prepared under this Contract will not infringe upon the copyright, patent or license, or otherwise violate the proprietary or intellectual property rights, including trade secret rights, of any person or entity. SP agrees to indemnify and hold PG&E, its parent company, subsidiaries and/or affiliates, harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made alleging any such infringement or violation. SP further agrees to pay any judgment or reasonable settlement offer

resulting from a suit, demand or claim, and pay any reasonable attorney's fees incurred by PG&E.

**10. INDEMNIFICATION.** To the maximum extent allowed by applicable law, SP shall indemnify PG&E, its directors, officers, parent company, agents, and employees against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of PG&E or SP; or damage to property, including, but not limited to, property of PG&E or Service Provider; violations of law, including but not limited to local, state, and federal common law, statute and regulation; strict liability imposed by any law or regulation; or a breach of confidentiality; payments made to subcontractors, including but not limited to, any demands for payments, invoices or liens delays or failures to pay any subcontractor compensation or payments or alleged payments due, arising out of or in any way connected with the performance of this Contract, however caused, regardless of any negligence of PG&E, whether active or passive, excepting only such injury or death or property damage as may be caused by the sole negligence or willful misconduct of PG&E. SP shall, on PG&E's request, defend any suit asserting a claim covered by this indemnity. SP shall pay all costs incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

**11. TAX WITHHOLDING.** SP represents and warrants to withhold all taxes required to be withheld under law pertaining to payments to persons who perform services for PG&E. SP shall indemnify and hold PG&E harmless, on an after-tax basis, for any liability incurred by PG&E resulting from SP's failure to institute such required withholding.

**12. INCIDENTAL AND CONSEQUENTIAL DAMAGES.** PG&E SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS, COMMITMENTS TO SUBCONTRACTORS, RENTAL OR LEASE AGREEMENTS, AND PERSONAL SERVICE CONTRACTS, UNLESS EXPRESSLY AUTHORIZED IN WRITING BY PG&E.

**13. INSURANCE.** SP shall maintain the following insurance coverage during the Contract and is responsible for its Subcontractors maintaining the same coverage.

**13.1 Workers' Compensation and Employers' Liability.** Workers' Compensation insurance complying with any applicable labor codes, acts, laws or statutes, state or federal, where SP performs work. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death per occurrence.

**13.2 Commercial General Liability.** Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage occurrence form, with no coverage deletions. The limit shall not be less than \$1,000,000 -per occurrence for bodily injury, property damage and personal injury. If coverage is subject to a general aggregate limit, this aggregate limit shall be twice the occurrence limit. Coverage shall: (a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the SP; and (b) Be endorsed to specify that the SP's insurance is primary and that any insurance or self-insurance maintained by PG&E is in no way available for contribution.

**13.3 Professional Liability Insurance.** Errors and Omissions Liability insurance if appropriate for the Service Provider's profession. Coverage shall be for a professional



error, act or omission arising out of the scope of services shown in the Contract. The limit shall not be less than \$1,000,000 each claim/\$2,000,000 aggregate.

**13.4 Insurance Documentation Requirements.** SP shall have all insurance in place before beginning any Work. Upon request, SP shall furnish PG&E with certificates of insurance and endorsements of all required insurance. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf. **(a)** the insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date, **(b)** PG&E may inspect the original policies or require complete certified copies at any time, **(c)** the minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements limit SP's liability under this Contract, **(d)** upon request, SP shall furnish PG&E the same evidence of insurance for its Subcontractors.

**14. TERMINATION OR CANCELLATION OF CONTRACT.** PG&E may suspend, terminate or cancel the Contract upon written notice to SP. If PG&E cancels or terminates for cause, PG&E shall be liable to SP only for compensation earned on the services satisfactorily performed as of the date of termination. If PG&E cancels or terminates for its own reasons, PG&E will also compensate SP for costs reasonably incurred by SP in terminating its operation. In no event will SP be entitled to payment for lost or anticipated profits or overhead on uncompleted portions of the work. SP shall not enter into any agreements, commitments or Subcontracts which would incur cancellation costs without prior written approval of PG&E. Such written approval is a condition precedent to the payment of any cancellation charges. Prior to final payment, SP will provide all reports, drawings or other documents prepared.

**15. ASSIGNMENT.** PG&E may assign its rights or delegate its duties under this Contract, by operation of law or otherwise, without SP's prior approval, provided PG&E remains obligated to pay for services rendered up to the effective date of such transfer. SP may not assign its rights or delegate its duties under this Contract without PG&E's prior written consent, except to its corporate affiliate holding a majority interest, provided SP and its affiliate both remain obligated under this Contract.

#### **16. BUSINESS ETHICS AND AVAILABILITY OF INFORMATION**

**16.1 Conflict of Interest and Business Ethics.** **(a)** SP shall not offer gifts, entertainment, payments, loans, services, benefits, or any other consideration of more than a nominal value to PG&E's employees, their families, vendors, subcontractors, or third parties. **(b)** SP shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E.

**16.2 Availability of Information.** PG&E's authorized representatives shall have access at reasonable times to all of the SP's and any of its subcontractor's personnel and other records during the term of the Contract and for three years to verify the quantity and quality of work, reimbursable costs, accuracy of billings, and compliance with the Conflict of Interest and Business Ethics clause. SP shall promptly submit payment, including accrued interest, for any inaccuracies disclosed in such audit. SP shall include this audit requirement in all Subcontracts. Except for compliance with the Conflict of Interest and Business Ethics clause, this

paragraph shall not apply to contracts performed solely on a lump-sum or fixed unit rate basis.

#### **17. REQUIREMENTS AND POLICIES**

##### **17.2 Federal Requirements.**

**17.2.1 Equal Employment Opportunity and Affirmative Action Regulations Policy.** During the performance of this Contract and to the extent they may be applicable, SP agrees to comply with all laws, orders, and regulations included by summary or reference in the following paragraphs:

- Executive Order 11246, 41 CFR Part 60-1.4: Equal Opportunity Clause.
- Executive Order 11246, 41 CFR Part 60-1.8: Nonsegregated Facilities.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause. **SP and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause. **SP and its Subcontractor(s) shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**17.2.2 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.

**17.3 Code of Conduct.** SP, ITS SUBCONTRACTORS AND THEIR SUPPLIERS AT ALL TIERS, SHALL COMPLY WITH PG&E'S SUPPLIER CODE OF CONDUCT IN THE AWARD AND PERFORMANCE OF ALL CONTRACTS AND SUBCONTRACTS. PG&E's Supplier Code of Conduct (SCC) requires SP and each of its Subcontractors demonstrate a strong commitment to compliance, ethics, sustainability and supplier diversity as a foundation to successful business. SP must complete its Work for PG&E in full compliance with the SCC as it may be modified from time to time. SP shall access, read and comply with the SCC and make it available to its Subcontractors and suppliers. PG&E's Supplier Code of Conduct is available at [www.pge.com](http://www.pge.com), link: [http://www.pge.com/includes/docs/pdfs/b2b/purchasing/contractor\\_consultant\\_and\\_supplier\\_code.pdf](http://www.pge.com/includes/docs/pdfs/b2b/purchasing/contractor_consultant_and_supplier_code.pdf)

**17.4 Injury and Illness Prevention Program.** In the performance of the Work under this Contract, SP acknowledges they have an effective Injury and Illness Prevention Program (IIPP) which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. SP shall ensure its Subcontractors performing any portion of the Work under this Contract shall also have an effective IPP. The person with the authority and responsibility for



implementing and administering SP's IIPP shall execute the Compliance Certificate, **Exhibit 1**, attached and incorporated.

**17.5 California Health and Safety Code.** The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing the Work contemplated under this Contract, Contractor, its employees, agents and Subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.

**17.6 Document Retention and Production Requirements.** PG&E is committed to maintaining its documents and records to satisfy applicable legal, contractual and regulatory requirements and PG&E's ongoing business needs. PG&E's requirement for document retention will provide and enable appropriate records management, retrieval and achieve a satisfactory level of security and privacy. SP agrees to comply with the requirements of **Exhibits 5** and **5A**, attached and is incorporated. SP agrees to retain all records and results for at least three years from the date the Work is accepted.

**17.7 Criminal Background Checks:**

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

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

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

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

**17.8 Fitness for Duty.** SP shall ensure its Personnel granted access to PG&E facilities (Access) report fit for duty. Personnel with Access may not consume alcohol while on duty and/or be under the influence of drugs that impair their ability to work safely. PG&E expects each SP and Subcontractor to have policies in place requiring its employees report to work in a condition allowing them to perform the work safely. Employees should not be operating

equipment under medication that causes drowsiness. PG&E does not recognize nor allow work to be completed under the influence of marijuana, whether or not it is used for medical reasons.

**18. GENERAL**

**18.1 Compliance with Laws.** SP shall comply with all applicable Federal, State and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services.

**18.2 Reporting.** In accordance with Section 7912 of the California Public Utilities Code, SP agrees to report annually to PG&E the number of California residents employed by SP, calculated on a full-time or full-time equivalent basis, who are personally providing services to PG&E.

**18.3 Choice of Laws.** This Contract shall be interpreted in accordance with the laws of the State of California.

**18.4 Severability.** If any provision is determined to be unenforceable, in whole or in part, such provision shall be stricken and not affect the enforceability of the remainder of this Contract.

**18.5 Survival.** The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, document retention, business ethics, confidentiality and availability of information, shall survive such expiration.

**18.6 Entire Agreement.** This Contract constitutes the entire agreement and understanding between SP and PG&E as to the subject matter of the Contract and supersedes all prior or contemporaneous agreements, commitments, writings, and discussions, whether oral or written.



**EXHIBIT 1**

**INJURY AND ILLNESS PREVENTION PROGRAM  
Compliance Certificate**

The undersigned is an authorized representative of \_\_\_\_\_  
(Contractor) and hereby certifies to PG&E as follows:

1. Contractor 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, and any Subcontractor hired by Contractor to perform any portion of the Work under this Contract has an effective Injury and Illness Prevention Program; and
2. The undersigned is the person with the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## EXHIBIT 2

### 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 2A to this Contract and/or in 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 2A, 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<sup>®</sup>" (see [www.arma.org](http://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 by Contractor to 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 2.
9. The terms and conditions of this Exhibit 2, including Exhibit 2A if attached, shall survive the termination of this Contract.



## **Exhibit 2A**

### **Document and Data List**

If Section 1(a) of Exhibit 2 is checked, Contractor agrees that in connection with this Contract or CWA, as applicable, the following PG&E Contractor Documents will be created, received and/or maintained by Contractor:

**[Insert list of all specific PG&E Contractor Documents  
required under this Contract (CWA)]**



## EXHIBIT 3

### 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 items;
    - 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 are as 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 A

### CONFIDENTIALITY AND DATA SECURITY

1. In addition to the Contract requirements set out in the Confidentiality provisions, Contractor shall comply with the following additional terms of this **Exhibit DATA- A** (Confidentiality and Data Security) regarding the handling of Confidential Information and PG&E Data from PG&E or its Customers.

2. **NON-DISCLOSURE AGREEMENTS:** Contractor shall have all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract sign a non-disclosure agreement in the form attached hereto as **Exhibit B-NDA** (Non-disclosure and Use of Information Agreement ["NDA"]). Prior to starting said Work or services, Contractor shall promptly furnish the original signed non-disclosure agreements to PG&E.

3. **SECURITY MEASURES:** Contractor shall take "Security Measures" with the handling of Confidential Information to ensure that the Confidential Information will not be compromised and shall be kept secure. Security Measures shall mean industry standards and techniques, physical and logical, including but not limited to:

- a. written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing,
- b. password protected workstations at Contractor's premises, any premises where Work or services are being performed and any premises of any person who has access to such Confidential Information,
- c. encryption of Confidential Information, and
- d. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Information 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.

4. **COMPLIANCE AND MONITORING:** Contractor shall comply with security policies relating to the handling of Confidential Information.

- a. Prior to PG&E's first transfer of Confidential Information to Contractor, Contractor shall provide PG&E with documentation satisfactory to PG&E that it has undertaken Security Measures.
- b. Contractor and PG&E agree to meet periodically, if requested by PG&E, to evaluate Contractor's Security Measures and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.
- c. Contractor shall update its Security Measures, including procedures, practices, policies and controls so as to keep current with industry standards, as applicable.
- d. PG&E reserves the right to perform onsite security assessments to verify the implementation and ongoing operation and maintenance of security controls. At least annually, Contractor shall assist PG&E in obtaining a copy of any report that documents Contractor's Security Measures.
- e. In the event, PG&E determines Contractor has not complied with Security Measures, PG&E shall provide written notice to Contractor describing the deficiencies.



Contractor shall then have sixty (60) calendar days to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, PG&E may cancel this Contract for cause in accordance with the Contract's termination provisions.

5.PG&E DATA: PG&E Data shall mean:

- a. all data or information provided by or on behalf of PG&E, including, but not limited to, personally identifiable 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 Contractor as PG&E may approve of in advance and in writing (in each instance),
- c. account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor by or on behalf of PG&E and Customers, and
- d. all data provided by PG&E's licensors, including any and all survey responses, feedback, and reports, as well as information entered by PG&E, Contractor or Subcontractor, and Customers.

6.SECURITY OF PG&E DATA: Contractor agrees that Contractor's collection, management and use of PG&E Data during the Term shall comply with these security requirements and all applicable laws, regulations, directives, and ordinances.

a. Vendor Security Review: Before receiving any PG&E Data, Contractor shall provide documentation and certify that it has written information security and privacy controls and policies in place and that its employees and subcontractors have been trained on such controls and policies. Contractor may receive PG&E Data if the documentation and certification reveal no high-risk security control deficiencies. If PG&E's review reveals high-risk security control deficiencies, Contractor may not receive PG&E Data until such time Contractor mitigates the risk(s).

7.USE OF PG&E DATA:

a. License: PG&E may provide PG&E Data to Contractor to perform its obligations hereunder. Subject to the terms of the Contract, PG&E grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the PG&E Data solely for the limited purpose of performing the Work or services during the Term, but not otherwise.

b. Limited Use of PG&E Data: Contractor agrees that PG&E Data will not be (a) used by Contractor for any purpose other than that of performing Contractor's obligations under this Contract, (b) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Contractor, (c) commercially exploited by or on behalf of Contractor, nor (d) provided or made available to any other party without written authorization, subject to these General Conditions and Exhibit DATA-A, Confidentiality and Data Security, and **Exhibit B-NDA**, Non-Disclosure and Use of Information Agreement.

c. Application Development: Contractor agrees that it will not engage in any application development without or until it has demonstrated compliance with the Contract provisions and it's **Exhibit DATA-A and Exhibit B-NDA**.

8.SECURITY BREACH: Contractor shall immediately notify PG&E in writing of any unauthorized access or disclosure of Confidential Information and/or PG&E Data.

a. Contractor shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Information and/or PG&E Data to prevent recurrence and to return to PG&E any copies.



b. Contractor shall provide PG&E (i) a brief summary of the issue, facts and status of Contractor's investigation; (ii) the potential number of individuals affected by the security breach; (iii) the Confidential Information and/or PG&E Data that 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 Confidential Information and/or PG&E Data.

c. Contractor shall investigate such breach or potential breach, and shall inform PG&E, in writing, of the results of such investigation, and assist PG&E (at Contractor's sole cost and expense) in maintaining the confidentiality of such Confidential Information and/or PG&E Data. Contractor agrees to provide, at Contractor's sole cost and expense, appropriate data security monitoring services for all potentially affected persons for one (1) year following the breach or potential breach, subject to PG&E's prior approval.

d. If requested in advance and in writing by PG&E, Contractor will notify the potentially affected persons regarding such breach or potential breach 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 Contractor issue or permit to be issues any public statements regarding the security breach involving Confidential Information and/or PG&E Data unless PG&E requests Contractor to do so in writing.

9. **RIGHT TO SEEK INJUNCTION:** Contractor agrees that any breach of this **Exhibit DATA-A** (Confidentiality and Data Security) would constitute irreparable harm and significant injury to PG&E. 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 this Contract, Contractor 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 this Contract, involving the alleged unauthorized access, disclosure or use of any Confidential Information and/or PG&E Data. Contractor 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 convenient.

10. **CPUC and IOU DISCLOSURE:** Notwithstanding anything to the contrary contained herein, but without limiting the general applicability of the foregoing, Contractor understands, agrees and acknowledges as follows.

a. PG&E hereby reserves the right in its sole and absolute discretion to disclose any and all terms of this Contract and all exhibits, attachments, and any other documents related thereto to the California Public Utilities Commission (CPUC), and that the CPUC may reproduce, copy, in whole or in part or otherwise disclose the Contract to the public.

b. PG&E may be required or may deem it to be in the best interest of the Work being performed under this Contract that Work related information be disclosed to other IOUs (excluding any pricing 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 Contractor of the Confidential Information and/or PG&E Data provided by PG&E, Contractor 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 Confidential Information and/or PG&E Data. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the Confidential Information and/or PG&E Data, or has notified Contractor in writing that it will take no action to prevent disclosure or otherwise preserve the proprietary or confidential nature of such Confidential Information and/or



PG&E Data, then Contractor shall not be in violation of this Contract if it complies with an order of such court or governmental authority to disclose such Confidential Information and/or PG&E Data.



**EXHIBIT B-NDA**

**NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT (“NDA”)**

THIS NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT (NDA) is by and between \_\_\_\_\_ (“Company”), \_\_\_\_\_, (“Undersigned”) authorized employee of Company (together, Company and Undersigned are referred to as the “Recipient”), and PACIFIC GAS AND ELECTRIC COMPANY (“PG&E”) on the date set forth below. Undersigned and Company agree as follows:

1. The Recipient acknowledges that in the course of performing services or work (Work) for PG&E, the Recipient will be given access to certain Confidential Information, which may include (a) PG&E residential or commercial utility Customer’s (Customer) personal identifiable information, energy usage data, billing data, account information and information relating to their facilities, equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, Customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with the Parties Contract, either during the Contract or applicable CWA Terms or prior to these Terms but in contemplation that Contractor might be providing the Work or services, including, but not limited to a Customer’s energy usage and billing data, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party’s , engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, (d) Personal Information as defined in California Civil Code Section 1798.140(o)(1), and (e) PG&E Data as defined in **Exhibit DATA-A**, Confidentiality and Data Security (collectively, “Confidential Information”).

2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient’s professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. Any Personal Information, as defined in California Civil Code Section 1798.140(o)(1), shall not be sold under any circumstances The Recipient agrees that all such Confidential Information:

- a. Shall be used only for the purpose of providing Work or services for PG&E;
- b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E’s instructions when necessary for the purposes set forth in (a) above; and
- c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned’s Work or services for PG&E.

3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.

4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this NDA by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this NDA, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

5. This NDA shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED

CONTRACTOR

By: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

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



Company: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



California Alternate Rates for Energy (CARE)  
Contractor Agreement 2020 to 2023  
Attachment 2

## 1.0 PURPOSE OF AGREEMENT

Pacific Gas and Electric Company ("PG&E") is awarding El Dorado County (hereinafter referred to as "Organization") a performance-based contract (which may alternatively be referred to as "Agreement"). PG&E and Organization shall be individually referred to as a "Party" and collectively as the "Parties." The Organization shall assist PG&E in increasing its customer participation in PG&E's California Alternate Rates for Energy ("CARE") Program for the program year 2020, 2021, 2022, and 2023.

## 2.0 BACKGROUND

- 2.1 In Decision 12-11-015, the California Public Utilities Commission ("CPUC") authorized funding for PG&E to pay a capitation fee to entities for each new customer such entities enrolled in PG&E's CARE program. The capitation fee is intended to reimburse the Organization for the incremental amount associated with assisting customers in completing a PG&E CARE application while the customer is receiving other low-income services and/or information from the Organization.
- 2.2 Upon Contract execution through December 31, 2023, this Work will be funded by the Public Goods Charge. In the event Public Goods Charge funding for this Agreement is reduced, used up or otherwise terminated, this Agreement shall also be reduced or terminated, as appropriate, effective upon Organization's receipt of PG&E's verbal notice. PG&E will follow-up with written notice. PG&E will not be obligated to pay costs not already incurred by Organization as of the date Organization received verbal notice of reduction or termination of the Agreement.

## 3.0 SCOPE OF WORK

- 3.1 Organization will assist PG&E Customers complete Care Applications in order to enroll PG&E Customers in the CARE Program.
- 3.2 Organization shall ensure each application meets the following requirements in order for the application to count towards the Organization's Agreement maximum amount:
  - a. Application has been certified by PG&E (certification means the customers must not have been enrolled in the CARE program in the past 12 months and must meet all eligibility requirements).
  - b. Application has the Organization's appropriate coding.
  - c. Application must result in a valid and new discount certification for the customer or tenant.
- 3.3 Organization shall attend an annual CARE contractor training session. This training session may be handled through a conference call.
- 3.4 Organization shall provide to PG&E a phone number that will be posted on the CARE toll-free assistance line (1-866-PGE-CARE) for customer referral purposes.



- 3.5 Organization shall ensure that each application is filled out completely, including but not limited to: customer's account number, customer's phone number, address, household income, number of person's living in the household and customer's signature.
- 3.6 Organization shall ensure that all completed original applications are mailed by a Community Outreach Contractor ("COC") in batches no later than the 25<sup>th</sup> of each month to:

CARE Program  
Pacific Gas and Electric Company  
P.O. Box 7979  
San Francisco, CA 94120-7979

- 3.7 PG&E will track and monitor all CARE applications submitted by the Organization.
- 3.8 Organization may contact the CARE hotline at 1-866-743-2273 to request additional help and/or information.
- 3.9 PG&E will not accept any applications after December 26, 2020 for program year 2020, after December 26, 2021 for program year 2021, after December 26, 2022 for program year 2022, and after December 26, 2023 for program year 2023.

#### 4.0 TERMS OF AGREEMENT

- 4.1 The Work cannot begin until the Agreement has been signed by both PG&E and the Organization. The Agreement will terminate on December 31, 2023.

#### 5.0 INDEPENDENT CONTRACTOR

In assuming and performing the obligations of this Agreement, Organization is an independent entity and shall not be eligible for any benefits which PG&E may provide its employees, except as expressly provided for in this Agreement. All persons, if any, hired by Organization shall be employees, Subcontractors, or independent contractors of Organization and shall not be construed as employees or agents of PG&E in any respect.

#### 6.0 PERMITS, STATUTES AND CODES

Organization shall ensure that the work and all documentation comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of federal, state, local and foreign governments, and all agencies thereof. Organization shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended and applicable regulations promulgated thereunder. Organization shall be solely responsible for the safety and health of Organization's personnel.

#### 7.0 AUDIT

PG&E and/or the CPUC shall have the right to audit Organization's records.



## 8.0 TERMS OF PAYMENT

- 8.1 The Agreement maximum amount shall not exceed \$20,000.
- 8.2 PG&E will pay Organization monthly for all applications certified by PG&E as completed and qualified from the previous month.
- 8.3 The Organization's capitation fee shall be up to \$20.00 per customer who actually becomes enrolled in PG&E's CARE program as a result of Organization's work in assisting the customer in applying for the CARE program. Organization will not receive compensation for any efforts expended that do not result in a new customer being enrolled in the CARE program, including, without limitation, for any outreach or screening activities, for customer applications that are rejected by PG&E as incomplete, ineligible, or for other reasons, as determined by PG&E in its sole discretion, or for customers who are already participating in PG&E's CARE program.