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Fax: 415-973-1448

October 17, 2016

**Advice 3770-G/4939-E**

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject: SW ME&O 2017-2019 Contract and Budget**

**Purpose**

Pursuant to Ordering Paragraph (OP) 4 of Decision (D.) 16-09-020, Pacific Gas and Electric Company (PG&E) hereby submits the contract and budget (Contract) selected by the California Public Utilities Commission (Commission or CPUC) as a result of the Request for Proposal process used to select the implementer (Implementer) for the 2017-2019 Statewide Marketing, Education and Outreach (SW ME&O) program.

This Tier 1 Advice Letter is filed in compliance with OP 4 of Commission Decision 16-09-020, ordering that “For the 2017-2019 statewide marketing, education, and outreach (ME&O) campaign, Pacific Gas & Electric Company (PG&E), on behalf of itself, Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SoCal Gas), shall enter into a contract with the statewide ME&O program implementer within 30 days of the date of this decision. The effective date of the contract shall be no earlier than October 1, 2016 and shall end September 30, 2019. PG&E shall submit the final contract and budget to the Commission’s Energy Division in a Tier 1 Advice Letter filing as soon as the contract is executed.”

**Supporting Documents**

PG&E provides the following signed Contract, consisting of the following, as Attachments to this Advice Letter:

Document	Topic
Attachment 1	Contract cover page
Attachment 2	Scope of Work
Attachment 3	General Conditions
Exhibit 1	PG&E’s Supplier Diversity Policy
Exhibit 1-A	List of Subcontractors and Disbursement

	Record
Exhibit 2	Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
Exhibit 3	Injury and Illness Prevention Program
Exhibit 4	PG&E Drug and Alcohol Abuse and Testing Policies
Exhibit 5	PG&E Contractor Document Retention and Production Requirements
Exhibit 5A	Document and Data List
Exhibit 6	Audit Rights
Exhibit 7	NERC Requirements
Exhibit 7A	PG&E NERC CIP Program Non-Employee Attestation Form Completion of Personnel Risk Assessment (PRA) Process
Exhibit A	Escalated Complaints/Safety Incident
Exhibit B	Confidentiality and Data Security
Exhibit C	Non-Disclosure and Use of Information Agreement
Exhibit D	Customer Satisfaction
Attachment 4	Pricing

Some of the information in these documents, such as the prices, terms, and conditions of performance, and PG&E's negotiating process, could be used by energy marketing, education or outreach services providers affect the price that PG&E subsequently pays for ME&O goods and services. The Contract describes the skills, methods, and activities that PG&E requires of Contractor, along with the associated rates and charges, deemed necessary to fulfill the scope of work issued by the Commission. This information constitutes confidential market sensitive information and trade secret information that must be protected from public disclosure to avoid placing PG&E's customers at a commercial disadvantage. The commercially sensitive terms and conditions of the Contract are so interspersed throughout the documents that it is necessary to protect the documents in their entirety. PG&E seeks confidentiality protection for the entire Contract being submitted for approval, using the process established in the "Decision Updating Commission Processes Relating to Potentially Confidential Documents," D.16-08-024.

PG&E provides the Declaration of Robert Kenney Seeking Confidential Treatment as Attachment 5 to this advice letter in support of its request. Mr. Kenney explains the need to preserve the confidentiality of the entire Contract under the terms of D.16-08-024. PG&E designates the need to preserve the confidentiality of the material under the basis of commercial records and proprietary information.

Basis for Confidential Treatment:

- Commercial records that, if revealed, would place PG&E at an unfair business disadvantage, including market-sensitive data; business plans and strategies; long-term fuel buying and hedging plans; price, load, or demand forecasts; power purchase agreements within three years of execution; and internal financial information (Protected under Govt Code §§ 6254, 6276.44; Evid Code § 1060; Civ. Code § 3426 et seq.; and G.O. 66-C, 2.2 (b))
- Proprietary and trade secret information or other intellectual property (Protected under Civ. Code § 3426 et seq.; Govt Code § 6254.15)

### **Background**

A.12-07-008 was initially opened to determine budget allocations for the 2014-2015 implementation period of the SW ME&O program plan. The Commission opened Phase 2 to determine bridge funding for 2016 and Phase 3 to determine program administrator and funding post 2016. From the implementation of the SW ME&O program up through 2016, CSE was the program administrator. Phase 3 adopted a Request for Proposal (RFP) process to find a new SW ME&O implementer and D.16-09-020 approved the winner of said RFP.

### **Summary of Contract**

This Contract is for the services of a program implementer who will manage Statewide Marketing, Education & Outreach under a contract which runs from October 1, 2017 through September 30, 2019. Statewide ME&O is a California-wide initiative designed to promote energy management concepts, demand-side management, energy efficiency actions, and clean energy opportunities for the state's residents and small businesses under the brand name Energy Upgrade California.

Implementer will (a) work with Commission staff in creating and implementing a Five-Year Marketing, Education, and Outreach Strategic Roadmap and Annual Joint Consumer Action Plan; (b) manage marketing/advertising campaigns; (c) organize and lead meetings with stakeholders (including regulatory staff, utilities, community choice aggregators, regional energy networks, public interest groups); (d) coordinate outreach efforts; (e) provide media planning, guidance, placements, analysis; and (f) monitor and evaluate the success of marketing tools, methods, messages. Implementer will use its in-house staff and subcontractors to do the above work, as detailed in the SOW. Materials could include printed marketing materials such as letters, brochures, postcards, pamphlets. Implementer will also buy media from various media channels.

### **Budget**

Decision 16-03-029, issued March 22, 2016, directs that a budget of no less than \$23 million per year should be assumed for the Implementer. Therefore, Implementer's maximum budget for development and funding of execution of the Program, including

related stakeholder meetings, research, and oversight of plan implementation, is in keeping with that guideline.

The contract has been issued by PG&E and will be managed in conjunction with the CPUC and the IOUs. Funding will be allocated from the Statewide ME&O budget as follows: PG&E 46.74%, SCE 32.68%, SDG&E 12.43%, and SoCal Gas 8.14%.

### **Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 7, 2016 which is 21 days<sup>1</sup> after the date of this filing. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-1448  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the

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<sup>1</sup> The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

### **Effective Date**

PG&E requests that this Tier 1 advice filing become effective upon date of filing, which is October 17, 2016.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and service list A.12-08-007. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

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/S/

Erik Jacobson  
Director, Regulatory Relations

### **Attachments**

cc: Service List: A12-08-007

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Yvonne Yang

Phone #: (415) 973-2094

E-mail: QXY1@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3770-G/4939-E**

**Tier: 1**

Subject of AL: **SW ME&O 2017-2019 Contract and Budget**

Keywords (choose from CPUC listing): Compliance, Contract

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.16-09-020

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: \_\_\_\_\_

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: Yes

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: Johanna Fors - (415) 973-1294

Resolution Required?  Yes  No

Requested effective date: **October 1, 2016**

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 21 days<sup>1</sup> after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**California Public Utilities Commission**

**Energy Division**

**EDTariffUnit**

**505 Van Ness Ave., 4<sup>th</sup> Flr.**

**San Francisco, CA 94102**

**E-mail: EDTariffUnit@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Erik Jacobson**

**Director, Regulatory Relations**

**c/o Megan Lawson**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: PGETariffs@pge.com**

<sup>1</sup> The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

# Attachment 1

Contract Cover Page

(Public Version)



### Contract (Long Form)

This is a Contract between the below named Contractor ("Contractor"), a New York corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor's Legal Name:	DDB San Francisco, a division of DDB Worldwide Communications Group, Inc.	PG&E Contract No. 2501482836
Contractor's Address:	600 California Street, 7th Floor San Francisco, CA 94108	This Contract consists of 76 pages.

**Project Name:** Statewide Marketing Education & Outreach Program  
**Job Location:** within the state of California

**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.

For billing and payment purposes, this project is covered under Contract 2501482836 for service fees of [REDACTED] that includes a 2% discount if paid within 15 days, net 45; PO 2501488400 for expenses in the amount of [REDACTED] with payment terms at net 45 days.

Total project cost is [REDACTED]

**ATTACHMENTS:** Each of the following documents is attached to this Contract and incorporated herein by this reference:  
Attachment 1: Scope of Work, Pages 3 through 22  
Attachment 2: General Conditions, Pages 23 through 67  
Attachment 3: Pricing

**CONTRACT TERM:** This Contract is effective upon signature by both parties and expires on September 30, 2019.

**COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of September 30, 2019. Time is of the essence.

**INSURANCE:** Contractor shall maintain insurance in accordance with Section 7 of the General Conditions.

**TERMS OF PAYMENT:** In accordance with Section 3 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:** [REDACTED]

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

<b>PACIFIC GAS AND ELECTRIC COMPANY</b>		<b>CONTRACTOR: DDB SAN FRANCISCO, a division of DDB WORLDWIDE COMMUNICATIONS GROUP, INC.</b>	
Signature		Signature	
Name	Gun Shim	Name	Todd Grantham
Title	Vice President, Supply Chain	Title	President + CEO
Date	Oct 17, 2016	Date	Oct. 17, 2016.



# Attachment 2

Statement of Work

(Public Version)

# Attachment 1 Scope of Work

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## Statewide Marketing Education & Outreach Program

### DESCRIPTION

The Statewide Marketing Education and Outreach (“Statewide ME&O” or “SW ME&O”) program is a statewide initiative designed to promote energy management concepts, demand side management and energy efficiency actions, and clean energy opportunities for the state’s residents and small businesses under the brand name Energy Upgrade California (“EUC”). This Scope of Work (“SOW”) sets forth the services to be provided by the Contractor, DDB San Francisco, a division of DDB Worldwide Communications Group Inc. (referred to herein as “Contractor,” “Implementer,” or “DDB San Francisco”), which will manage all Statewide ME&O activities under a contract which runs from October 1, 2016 through September 30, 2019. All services will be performed in compliance with the terms and conditions of the Contract effective October 1, 2016 between Pacific Gas and Electric Company (“PG&E”) and DDB San Francisco, a division of DDB Worldwide Communications Group, Inc. (“Contractor”).

DDB San Francisco will serve as Implementer of Statewide ME&O, and in that role shall provide comprehensive marketing, education, and outreach services for the statewide EUC campaign(s). Implementer’s services are an integral part of the continuation of the EUC brand.

In Decision 16-09-020, the California Public Utilities Commission (“CPUC” or “Commission”) approved the selection of Implementer through a competitive solicitation process that was conducted by the Commission’s Energy Division (“Energy Division”) pursuant to Decision 16-03-029. Ordering paragraph 4 of the “Decision Approving Implementer for the 2017-2019 Statewide Marketing, Education, and Outreach Program and Providing Guidance for 2017 Activities” (Decision 16-09-020) directs that for the 2017-2019 statewide marketing, education, and outreach campaign, Pacific Gas and Electric Company (“PG&E”), on behalf of itself, Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SoCal Gas) (collectively, the “utilities” or “IOUs”), enter into a contract with the Implementer within 30 days of the date of the decision. The effective date of this SOW is to be no earlier than October 1, 2016 and is to end September 30, 2019.

The executed contract and this SOW will be managed, in conjunction with the CPUC and other parties, in accordance with the governance structure detailed in CPUC Decision 16-03-029 and Decision 16-09-020. Funding will be allocated from the Statewide ME&O budget for delivery of work products and efforts.

### STATEWIDE ME&O VISION AND GOALS

Pursuant to Commission direction, as approved in D.16-03-029 and clarified in Decision 16-09-020, the Vision for the Statewide ME&O program is:

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

All Californians will be engaged as partners in the state's energy efficiency, demand-side management and clean energy efforts by becoming fully informed of the importance of energy efficiency and other demand-side efforts, and their opportunities to act. Statewide marketing, education and outreach should serve as a lead generator for local and regional programs and drive consumers to directly take actions to reduce or manage energy use in other ways.<sup>1</sup>

The Long-term Goal for the Statewide ME&O program, as approved by the Commission in D.16-03-029 and clarified in Decision 16-09-020, is:

Statewide marketing, education and outreach will lead consumers to products, services and rates that empower all Californians to take actions that will lead to lower bills, higher energy efficiency, and the adoption of demand-side solutions including customer-owned renewable energy technologies.<sup>2,3</sup>

The Revised Short-term Goal for "the next two years of the statewide marketing, education and outreach program" program, as approved by the Commission in D.16-03-029, "is that...

Energy Upgrade California is an integrated, umbrella statewide marketing, education, and outreach effort that provides California residents and small business owners with information about energy concepts, programs, services, rates, and benefits of taking action so that all Californians are empowered to (1) understand their energy use, the opportunities available for them to act, and the benefits of their action, and (2) take well informed action to better manage their energy use.<sup>4</sup>

In addition to the pursuit of the above Vision and goals:

A collaborative, record-based process shall be followed by the statewide implementer, local program administrators, and other stakeholders to develop the Five-year

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<sup>1</sup> Decision 16-09-020, "Decision Approving Implementer for the 2017-2019 Statewide Marketing, Education, and Outreach Program and Providing Guidance for 2017 Activities," Ordering Paragraph 1, p. 71.

<sup>2</sup> Ibid, Ordering Paragraph 2, p. 72.

<sup>3</sup> Demand-side solutions include: residential rate reform, California Climate Credit, electric vehicle infrastructure pilots, low income programs (California Alternate Rates for Energy and Energy Savings Assistance), demand response, California Solar Initiative, and net energy metering.

<sup>4</sup> Decision 16-03-029, "Decision on Phase 3 Issues: Post-2016 Statewide Marketing, Education, and Outreach Activities," p. 44.

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

Marketing, Education and Outreach Strategic Roadmap and Annual Joint Consumer Action Plans as directed in Decision 16-03-029.<sup>5</sup>

Finally:

as part of the collaborative process directed in Decision 16-03-029 the statewide implementer and other stakeholders shall also prepare final deliverables including (1) revised strategies to implement the adopted short- and long-term goals of the program; (2) revised measurable objectives to determine success in implementing the strategies; and (3) specific metrics to be used to evaluate the progress and success of the program. The program implementer shall complete the Five-Year Marketing, Education and Outreach Strategic Roadmap by February 28, 2017, and submit the Roadmap to the Commission's Energy Division as a Tier 1 advice letter with service on parties to this proceeding. The program implementer shall also complete the first Annual Joint Consumer Action Plan by February 28, 2017, and submit that document separately to the Commission's Energy Division as a Tier 1 Advice Letter with service on parties to this proceeding. These dates may be changed by the Assigned Commissioner or the Assigned Administrative Law Judge.<sup>6</sup>

The Five-year ME&O Strategic Roadmap that is to be filed and served by the statewide Implementer is to include...

a final version of "strategies" to achieve the statewide ME&O goals, as well as the "measurable objectives" that should be pursued in order to implement the strategies... All participants in the process may agree upon—and explain—new terms to replace "strategies" and "measurable objectives" if better terms exist. We encourage participants to work collaboratively toward consensus on the final product, but if consensus is not possible, the Commission will decide any disputes.<sup>7</sup>

### SERVICES

The Implementer shall manage all aspects of the Statewide ME&O program. This includes, but is not limited to, engaging residential and small business consumers in demand-side energy management concepts that allow them to: be more aware of how and why their energy use

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<sup>5</sup> Decision 16-09-020, Ordering Paragraph 12, p. 74.

<sup>6</sup> Ibid, Ordering Paragraph 13, p. 74.

<sup>7</sup> Ibid, p. 48.

# Attachment 1

## Scope of Work

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### Statewide Marketing Education & Outreach Program

matters, take action to use energy at the right times, save energy through conservation and efficiency, and invest in their own energy generation and enabling technologies.

The services include, but are not limited to, the following:

- Contracting: Selecting and managing sub-contractors for marketing, advertising, public relations, outreach, digital, and other, as needed.
- Administration: budget planning, tracking, and management; expenditure forecasting; invoicing.
- Regulatory affairs: complying with CPUC direction, required reports and filings.
- Stakeholder management: organizing and leading meetings with stakeholders (including regulatory staff, utilities, community choice aggregators, regional energy networks (“RENs”), public interest groups, and others).
- Coordination with other efforts: working with other market actors (utilities, RENs, community choice aggregators, program implementers) to ensure marketing is complementary, integrated, and that it strategically leverages other efforts.
- Research, measurement, and continuous improvement: utilizing appropriate research methods to provide comprehensive data on brand equity, market segmentation, behaviors and attitudes; to monitor and evaluate the success of marketing methods, activities, and messages; and to establish and maintain a process for real time adjustment, as needed.
- Strategic planning: participation in the creation and implementation of the Five-year Marketing, Education, and Outreach Strategic Roadmap, and Annual Joint Consumer Action Plans.
- Channel coordination and management: providing media analysis, planning, media buying, strategic media/outreach guidance, trafficking of media placements, financial management, channel benchmarks, performance review, and analysis.
- Management and stewardship of the EUC brand.

### PROGRAM OBJECTIVES

The Implementer is to pursue the objectives established by the CPUC, including subsequent refinements and revisions to those objectives, as well as reflect in its work related efforts that are intended to achieve the Commission’s and State’s goals.

#### Commission-Designated Objectives

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

The Implementer, working with the Commission staff, IOUs, and other stakeholders, will aim to achieve the Statewide ME&O program objectives as outlined in Decision 13-12-038 and Decision 16-09-020, taking direction from Commission Energy Division staff. In accordance with this scope of work, DDB San Francisco is responsible for achieving the first seven objectives below (first six objectives, given the elimination of former objective #6) and has joint responsibility, with the IOUs and RENS, for objective 8:

1. Use the Energy Upgrade California brand to educate consumers about the Home Upgrade programs<sup>8</sup>, why energy use matters, how California homes and businesses use energy, as well as energy efficiency, demand response, distributed generation, and energy management actions available to them.
2. Encourage consumers to engage with resources and tools to learn more about their energy use.
3. Inform consumers about the benefits of participating in local program opportunities, seasonal opportunities, or no/low cost actions.
4. Provide direction about how consumers can learn more about and enroll in local program opportunities and time sensitive opportunities, or how to take no/low cost actions.
5. Identify and pilot messaging and message delivery for partners that complements existing utility partnerships, including, local governments, community-based organizations, retailers, and realtors.
6. (Eliminated<sup>9</sup>)
7. Use behavioral research to develop a social marketing campaign.
8. Coordinate local, regional, and statewide marketing efforts, messaging, and tactics.<sup>10</sup>

In Decision 16-03-029, “the Commission directed that, for purposes of the RFP (Request For Proposal), the strategies and (above) objectives adopted by the Commission in D.13-12-038 should be identified as the existing point of reference for bidders, who could recommend modifications as part of their proposals.”<sup>11</sup>

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<sup>8</sup> “The SW ME&O Administrator will be a participant in the EUC Home Upgrade program coordination, and take a leadership role when matters relate to protecting the EUC umbrella itself. Direct implementation matter relating to meeting new statewide program goal, objectives and strategies for the EUC Home Upgrade program shall remain subject to discussion by the Program Administrators for said program.” D.16-09-020, p. 53.

<sup>9</sup> Ibid, p. 45.

<sup>10</sup> Decision 13-12-038, pp. 64, 94-95.

<sup>11</sup> Decision 16-09-020, p. 34.

# Attachment 1 Scope of Work

## Statewide Marketing Education & Outreach Program

In D.16-09-020, the Commission provides a chart of the current versions of the above measurable objectives in which it has “roughly” matched the objectives to the strategies they are designed to fulfill. (The Commission notes that the ninth objective relates to all the strategies: “develop an Evaluation, Measurement and Verification roadmap for utility local marketing, and statewide marketing to understand the impacts of local, utility led marketing, and how local and statewide efforts can best be coordinated and complimentary).<sup>12</sup>

While modifications may be made to the specifics of the strategies and objectives, this chart is reproduced below for the use of the Contractor in fulfilling its responsibilities.

The Commission adds that “in the final version of strategies and objectives...each objective (should) include (an) indication of which entities are ‘Responsible’ or in a ‘Consulted’ role...”<sup>13</sup>

<b>D.13-12-038: Strategies for achieving long-term and short-term goals</b>	<b>D.13-12-038: Measurable objectives for Statewide Marketing, Education,</b>
<b>Expand Energy Upgrade California:</b>	
Expansion of the Energy Upgrade California brand to become an umbrella brand that includes information about energy management, opportunities available for residential and small business consumers to act, and benefits of their action.	<ul style="list-style-type: none"> <li>i. Use the Energy Upgrade California brand to educate consumers about the Home Upgrade programs, why energy use matters, how California homes and businesses use energy, as well as energy efficiency, demand response, distributed generation, and energy management actions available to them.</li> <li>ii. Encourage consumers to engage with resources and tools to learn more about their energy use.</li> <li>iii. Inform consumers about the benefits of participating in local program opportunities, seasonal opportunities, or no/low cost actions.</li> </ul>
<b>Targeted, Integrated Marketing:</b>	
For residential customers- the development of messages that are targeted to specific customer groups, are aligned with local marketing efforts, are integrated, and are delivered using multiple channels including partnerships with a range of energy participants including local governments, retailers, realtors, and community based organizations and that incite residential consumers to take action.	<ul style="list-style-type: none"> <li>iv. Provide direction about how consumers can learn more about and enroll in local program opportunities and time sensitive opportunities, or how to take no/low cost actions.</li> <li>v. Identify and pilot messaging and message delivery for partners that complements existing utility partnerships, including, local governments, community-based organizations, retailers, and realtors.</li> <li>vi. (Eliminated)<sup>14</sup></li> </ul>

<sup>12</sup> Ibid, pp. 34-35.

<sup>13</sup> Ibid, p. 46.

<sup>14</sup> Ibid, p. 45.

# Attachment 1 Scope of Work

## Statewide Marketing Education & Outreach Program

<b>Social Marketing:</b>	
Use of social marketing techniques to create emotional and intellectual drivers for consumers to make a commitment to change and participate in energy efficiency, demand response, or distributed generation opportunities.	vii. Work with a marketing firm, and use behavior research to develop a social marketing campaign.
<b>Web portal:</b>	
Creation of a web site that enables consumers to identify information, options and actions that are relevant to them and provides them with a path to get more information or take an action.	i, ii, iii, iv
<b>Statewide, Regional and Local Coordination:</b>	
Ongoing information exchange between statewide, regional and local marketing leads, to optimize efficiency of messages and ensure consistency of messages that are communicated to customers that enable consumer action.	viii. Coordinate local, regional, and statewide marketing efforts, messaging, and tactics.

### Energy Efficiency Business Plans

In Decision 15-10-028, the Commission approved a “Rolling Portfolio” cycle approach to Energy Efficiency, which includes sector-specific 10-year business plans. To date, Energy Efficiency funds have provided most of the budget for Statewide ME&O. The business plans are expected to be filed with the Commission in September of 2016, and Statewide ME&O should coordinate its activities, as appropriate with the business plans.

### **GOVERNANCE AND COORDINATION**

Decision 13-12-038 adopted a governance structure for the Statewide ME&O program that provides guidance regarding the roles and responsibilities of the Implementer. In D.16-03-029 the Commission adopted a revised vision and revised goals for the statewide ME&O program. Unchanged by Decision 16-03-029 are the program strategies adopted in Decision 13-12-038, the measurable objectives adopted in D.13-12-038, the governance structure adopted in Decision 13-12-038 (with the exception of the addition of the integrated planning process), and the expected budget for the program beginning in 2017.

Per Decision 13-12-038, the Implementer for the Statewide ME&O program is to be held independently responsible to the Commission for administering and implementing the program and achieving objectives 1-7 and jointly responsible for objectives 8 and 9. The details of the governance structure adopted by the Commission are as follows:



## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

1. The CPUC, as owner of the EUC brand, in consultation with the CEC<sup>15</sup>, has overriding authority on all decisions.
2. Implementer shall have program design, coordination and implementation responsibility for the strategies, objectives, and metrics detailed elsewhere in this decision.
3. Implementer shall be responsible for pursuing the program's Short- and Long-term goals, in pursuit of the Vision for Statewide ME&O, as identified herein.
4. Implementer shall be responsible for providing any deliverables that Commission staff or the Commission itself requests regarding statewide marketing development, implementation, and evaluation within the scope of this SOW.
5. The IOUs and RENS<sup>16</sup> shall be responsible for providing the Implementer with timely information and data on their local marketing programs that relate to the SW ME&O activities that Implementer is charged with implementing. "Information" includes any marketing campaigns the IOUs and the RENS conduct that are targeted to the residential and small business sectors. Implementer will inform the parties of any additional information needed, and when they will need it.
6. The IOUs shall be responsible for providing any deliverables that Commission staff or the Commission itself requests related to local marketing development, implementation, and evaluation.
7. PG&E shall hold the contract with Implementer and act as the fiscal manager. The Commission is responsible for reviewing materials and insuring that Implementer complies with orders of the Commission.
8. Any change that Implementer proposes to make, from one budget category to another, that exceeds \$250,000 shall require consultation with, and approval by, the IOUs and Energy Division staff.
9. Upon approval of the request by Commission staff, the IOUs shall provide aggregated and anonymous customer data requested by Implementer for ME&O purposes, in a manner that complies with existing privacy rules.
10. Implementer shall convene and chair a stakeholder group consisting of representatives of the IOUs, the CPUC, the CEC, the RENS, and other local implementers, the environmental and consumer advocacy community, the contracting community, and academia. This stakeholder group should be formed to educate and inform the

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<sup>15</sup> The California Energy Commission.

<sup>16</sup> Regional Energy Networks.

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

Implementer on program direction and strategy. This group should meet as needed as determined by Implementer, but no less than once every quarter. Individual members should be considered as a resource on an ad-hoc basis. This group will ensure that Implementer has access to the expertise that will lead to program success. However, the stakeholder group does not have authority over Implementer’s decision-making.

11. The Implementer will provide brand guidelines as they pertain to the use and coordination of the EUC brand, and take the lead on ensuring that RENS, IOUs, and any other entities are properly and consistently using the EUC brand.
12. Implementer will be a participant in the EUC Home Upgrade program coordination, and take a leadership role when matters relate to protecting the EUC brand, and statewide marketing program goals, objectives and strategies.

The Implementer will provide deliverables for work supported by this SOW to Energy Division staff for review, including those from its sub-contractors. Energy Division staff shall notify the Implementer if the deliverables do not comply with the terms of this SOW. It will be the Implementer’s responsibility to work with the sub-contractors to remedy any deficiencies.

The Implementer shall provide Energy Division staff, PG&E, and the other IOUs, as relevant, with information related to the contract or work thereunder as permitted in the contract, at their request, for purposes including but not limited to preparation of reports required by state agencies or their staffs, preparation of data responses, preparation of testimony, case preparation, compliance, audits, and general reporting and accounting activities.

In Decision 16-09-020, the Commission preserves the “adopted RASCI structure” below, but leaves “the final formulation of the governance structure and roles and responsibilities to the new statewide Implementer, the local program administrators, and other stakeholders...”<sup>17</sup>

<b>Role</b>	<b>Description of Role</b>	<b>Entity</b>
RESPONSIBLE	The one charged with delivering the successful outcome; Leads, coordinates, implements; can delegate to others as supportive	Statewide Implementer
ACCOUNTABLE	(also Approver): The ultimate authority who assigns and approves the deliverable	CPUC CEC

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<sup>17</sup> Decision 16-09-020, p. 54.

# Attachment 1 Scope of Work

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## Statewide Marketing Education & Outreach Program

SUPPORTIVE	Those who provide resources or play a supporting role in implementation or outcome and deems its success	Advisory Board IOUs RENS
CONSULTED	Those whose opinions are sought for input and/or buy-in and with whom there is two-way communication	IOUs RENS
INFORMED	Those kept up-to-date, often only upon completion, and with whom there is just one-way communication	Stakeholders Public

### DELIVERABLES

A collaborative, record-based process shall be followed by the Statewide ME&O Implementer, and stakeholders to develop the five-year Marketing, Education and Outreach Strategic Roadmap and Annual Joint Consumer Action Plans as directed in Decision 16-03-029.

As part of the collaborative process directed by Decision 16-03-029, the Implementer and other stakeholders shall also prepare final deliverables including (1) revised strategies to implement the adopted short- and long-term goals of the program; (2) revised measurable objectives to determine success in implementing the strategies; and (3) specific metrics to be used to evaluate the progress and success of the program. The Implementer shall complete the Five-Year Marketing, Education and Outreach Strategic Roadmap by the end of January, 2017, and file and serve the Roadmap in this proceeding. The Implementer shall complete the first Annual Joint Consumer Action Plan by the end of February 2017, and submit that document to the Commission's Energy Division as a Tier 1 Advice Letter.

#### Task 1: Planning

##### A. 5-year Marketing Education & Outreach ("ME&O") Strategic Roadmap ("Roadmap")

Contractor shall work with Commission staff to lead a process to create a 5-year ME&O roadmap for Energy Upgrade California and the Program Administrators (PAs). This will take into account of the IOU's business plans for energy efficiency, as well as (but not limited to) marketing strategies for customer-owned generation, demand response, rate structures, water/energy nexus, electric vehicles, the California Climate Credit, low income programs, and behavior change. This plan will outline long term goals, metrics, and strategies for ME&O, and should explain how these strategies will lead to the greenhouse gas reduction and energy efficiency goals in CA Senate Bill 350. The

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

Roadmap should state the roles and responsibilities of all participants. The Roadmap should be filed with the Commission by January 31, 2017.<sup>18</sup>

Statewide ME&O is a critical component in the State's ability to meet its long term energy efficiency goals. The Implementer recognizes that any disruption to the ME&O campaign must be minimized.

The Implementer will work actively and collaboratively with the Commission to transition Statewide ME&O from its current implementer to DDB San Francisco. This process will commence from October 1<sup>st</sup> with a full transition planned for Q1 2017. The transition will be informed by the Review & Research phase outlined in the 5-year ME&O Strategic Roadmap.

The Implementer foresees a need for a Transition Period between the end of the current campaign and the launch of the new campaign. The timing and length of this will be determined by the Review and Research phase outlined below.

In the Review and Research phase the Implementer will identify what existing assets, programs and partnerships are viable and have the potential to be built upon in future iterations of the campaign.

The Implementer will develop the strategies to deliver against the short- and long-terms goals of the ME&O. The Roadmap will state the roles and responsibilities of all participants as well as provide a timeline for tasks and activities.

To deliver the Roadmap, the Implementer will take the following approach:

#### Phase I: Review and Research

Purpose: To provide insights into the current campaign performance and a benchmark for future enhancements

Implementer will be responsible for reviewing and researching the program's current operating state and the external environment/factors/sources of influence. The baseline areas of examination will include:

- How well the program is performing.
- Accuracy of the audience targeting.

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<sup>18</sup> Scope of Work, "2017 Energy Upgrade California Marketing, Education, and Outreach Services" request for proposal, p. 5-6.

# Attachment 1

## Scope of Work

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### Statewide Marketing Education & Outreach Program

- Inventory of meaningful external forces to be taken into account (political, cultural, market-driven).
- Definition and understanding of key customers/markets.
- Stakeholder analysis.
- Exploration of current partners/alliances.
- Definition of messaging requirements.
- Analysis of opposition messaging.
- Determining key motivators, barriers, prevailing sentiment, and other factors to inform strategy and messaging and drive effective outreach.
- Understanding differences in usage, opportunity, and demographics between customers and markets to define targets to be reached through media and direct outreach.
- Development and management of campaign performance measurement and tracking to understand program performance.

#### Phase II: Campaign Framework

Purpose: To provide a strategy framework for the Statewide ME&O

Using inputs from the research phase, Implementer will engage with the Commission and other stakeholders to create measurable benchmarks that lead to achieving the long term goals of the Statewide ME&O campaign. This framework will be utilized to define and drive the Tracking & Data Collection methodology outlined in Task 5 below.

#### Phase III: Strategy Development

Purpose: To provide the strategic guardrails for the ME&O campaign

Once the campaign framework has been established Implementer will formulate specific strategies that meet the long-term goal for the Statewide ME&O campaign. These strategies will confirm target audience priorities, key messaging, and thematic calls to action.

#### Phase IV: Implementation

The Implementer will include a long-term campaign timeline highlighting external opportunities, a defined workflow, refined stakeholder roles and responsibilities; and will establish metrics and a reporting schedule.

#### B. Annual Joint Consumer Action Plans

On an annual basis, Contractor shall work with Commission staff to create, with stakeholders, a Joint Consumer Action Plan, which will be a short-term implementation

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

plan for the coming year that is consistent with the 5-year ME&O Strategic Roadmap. This will include a prioritization exercise with Commission staff and stakeholders on what topics should be highlighted, details on the level of integration of the Energy Upgrade California brand and the PAs, scheduling, target audiences, roles, responsibilities, key performance indicators, and metrics.<sup>19</sup>

In collaboration with the Commission and Statewide ME&O stakeholders, the Implementer will deliver an Annual Joint Consumer Action plan aimed at delivering on the short-term Statewide ME&O goals, informed by the objectives formulated in the Roadmap. As part of this process the Implementer will review audience analysis, develop a target audience, Key Performance Indicators (“KPIs”), and reporting metrics developed in the ME&O roadmap, ensuring that they provide a “North Star” focus for the annual communications plan.

In the Annual Joint Consumer Action Plan, the Implementer will identify key messages for the year which are determined to have the strongest influence on supporting the long-term goals of Statewide ME&O. In addition, the Implementer will define the roles and responsibilities of its sub-contractors and key stakeholders.

#### Task 2: Stakeholder engagement

Contractor shall lead monthly stakeholder meetings, which will be held quarterly in person at the CPUC’s offices in San Francisco. Contractor will report on campaign progress, discuss upcoming events, facilitate discussions on integration of campaigns, and build consensus on both Statewide and Program Administrator ME&O approaches.<sup>20</sup>

The Implementer is committed to working with a diverse stakeholder group to ensure there is a shared ownership of the strategies, ideas and campaigns developed to support the Statewide ME&O. This will be an ongoing feature of the work with Statewide ME&O.

The Implementer will lead two ongoing stakeholder meetings: i) A quarterly stakeholder meeting to be held in-person at the CPUC’s offices in San Francisco, and ii) A monthly ‘status’ meeting to be conducted via teleconference.

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<sup>19</sup> Ibid, p. 6.

<sup>20</sup> Ibid.

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

The Implementer will establish a standing agenda for both the quarterly stakeholder meeting and monthly status meeting. This agenda will be complemented by a status report outlining campaign progress, actions, next steps, responsibilities and timing for the key tasks.

The Implementer will lead a facilitated discussion on key topics including the integration of campaigns while building consensus for Statewide and Program Administrator ME&O approaches.

The first stakeholder meeting will be in person at the CPUC offices in October 2016.

#### Task 3: Subcontractor Management

Contractor shall sub-contract and manage any appropriate subcontractors needed to implement the program. These could include, but are not limited to, contractors for marketing, public relations, digital outreach, education, mobile outreach, community-based organization outreach, retail outreach, and research and evaluation. Subcontractors must either be identified by the Implementer in the initial bid to the RFP Request for Proposal or selected through a competitive RFP process led by Implementer. Stakeholders must be invited to participate in any future vendor selection, with CPUC staff having final authority for approval.<sup>21</sup>

The Implementer will enlist the support of a wide-range of effective internal and external sub-contractors with the skills required to deliver the Statewide ME&O. Implementer will review and consider working with the most effective external sub-contractors currently working on the Statewide ME&O.

The Implementer will manage these sub-contractor relationships ensuring campaign integration across multiple communication channels to support the objectives of the campaign.

Where required, the Implementer will conduct an RFP process to identify organizations or vendors with additional skills to support the campaign.

#### Task 4: Establish and implement creative direction for campaign

Contractor shall work with CPUC staff and stakeholders, evaluate current creative direction of Energy Upgrade California brand and propose changes if necessary.<sup>22</sup>

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<sup>21</sup> Ibid.

<sup>22</sup> Ibid.

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

In collaboration with the Commission and its stakeholders, the Implementer will analyze the effectiveness of the current EUC brand within the Review & Research phase of Task 1. The purpose is to establish a clear perspective on the potential of the EUC brand to deliver on its promise, in fulfillment of the vision and goals sought by the Commission. As appropriate, the Implementer will recommend refinements to optimize the effectiveness of the brand; and identify potential assets, partnerships, and programs that may be built upon and leveraged to help meet the short- and long-term Statewide ME&O objectives.

#### Task 5: Execute Campaign

Contractor shall undertake and/or manage ME&O for the EUC brand marketing, education, and outreach activities for the statewide marketing, education, and outreach campaign; carry out the actions detailed in the Joint Consumer Action Plans; track activities and recommend course corrections as necessary; collect marketing data and disseminate to stakeholders; and facilitate evaluability and accountability according to agreed-upon key performance indicators and metrics.<sup>23</sup>

In collaboration with the Commission and its stakeholders, the Implementer will lead the establishment and implementation of the campaign to deliver against the objectives detailed in the Roadmap and the Joint Consumer Action Plans. The approach will include the following components:

#### Strategy and Planning

- Develop long-term communication plans and channel plans in support of the Statewide ME&O campaign.
- Lead and participate in creative planning and status meetings.
- Provide marketing and strategic support related to advertising and promotions.
- Consult with Implementer's sub-contractors, external sub-contractors, and Statewide ME&O stakeholders in the development of strategy and communications briefs.
- Media strategy and plan recommendation -- Inclusive of media analytics support to establish KPIs and provide overall planning tool support.
- Develop a web strategy.

#### Account Management

- Provide project and campaign management support.

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<sup>23</sup> Ibid.



## **Attachment 1 Scope of Work**

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### **Statewide Marketing Education & Outreach Program**

- Coordinate and deliver campaigns; campaign platform/centering idea, creative concepts, and asset production.
- Steward the brand as extension of the Statewide ME&O team from strategy to execution.
- For any third-party expense, provide estimates and cost controls, documentation, budget reconciliation.
- Participate in the analysis of creative messaging.
- Participate in the analysis of audience and market research.
- Consistently monitor communications results and recommend strategic and creative improvements to communication programs and changes as appropriate.

#### Creative, Channel & Media Development

- Deliver breakthrough ideas for a fully integrated campaign that will span paid, owned, and earned media platforms. Develop fully integrated campaign concepts.
- Create concepts that appeal to the agreed target audience(s).
- Present and revise concepts and messaging based on feedback from the Commission and its stakeholders with up to two (2) rounds of revisions.
- Generate budget estimates, based on approved advertising storyboards and scripts, for review and signature by the Commission and its stakeholders. Present a minimum of three options and overall costs for meeting Statewide ME&O objectives.
- Recruit personnel and manage all production logistics (e.g., location, travel, talent, key crew hires, and wardrobe).
- Identify talent usage rights and associated fees for use across channels.
- Manage all aspects and stages of production, from pre-production through post-production.
- Oversee the selected production company where required.
- Creative work and edits must be revised and completed within agreed timelines. Plan sufficient time for stakeholder and legal reviews.
- Implementation planning for media, inclusive of media analytics support to evaluate and monitor performance, and recommend opportunities to optimize toward agreed-to KPIs.
- Website planning.

#### Execution & Outreach

- Project Manage production of communication assets.
- Traffic advertising materials.
- Buy media.
- Conduct meetings with key influencer audiences.
- Pitch media with key messaging.

# Attachment 1

## Scope of Work

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### Statewide Marketing Education & Outreach Program

- Website build and deployment.

#### Tracking & Data Collection

In collaboration with the Commission and its stakeholders, and based on the framework developed in the ME&O Roadmap, Implementer will identify the most effective way to collect data and provide metrics to measure the performance and success of the campaign. Implementer will manage the process of data collection and report findings to the Commission and stakeholders within an agreed timeframe.

#### Task 6: Regulatory compliance

Contractor shall communicate with CPUC staff and management about campaign progress and plans; provide detailed monthly invoices to CPUC and PG&E, and post invoices on a public website; provide data to third-party evaluators assessing the program on behalf of the CPUC and PG&E; and assure compliance with state contracting laws in hiring consultants.<sup>24</sup>

The Implementer's Account management team supported by the Finance and Business Affairs staff will manage regulatory compliance matters.

Each month, the Account Director will be responsible for ensuring the Commission receives invoices for agency fees, production costs, and for posting invoices onto public website provided by CPUC.

The Implementer will be responsible for providing data to third-party evaluators assessing the program on behalf of the CPUC and PG&E.

The Implementer will assure compliance with state contracting laws in hiring consultants.

#### Task 7: Other unanticipated tasks

Contractor shall perform unanticipated ME&O tasks should external events arise.<sup>25</sup>

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<sup>24</sup> Ibid.

<sup>25</sup> Ibid, p. 7.

# Attachment 1 Scope of Work

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## Statewide Marketing Education & Outreach Program

Implementer will perform unanticipated tasks as they arise. This will be managed within the parameters of the Joint Consumer Action Plans and the constraints of available time and budget.

### BUDGET

The total budget available to the Implementer, over the three-year term of the contract, is [REDACTED]. The spending allocations within that budget, as ordered by the Commission, are set forth below.

Any change that Implementer proposes to make, from one budget category to another, that exceeds [REDACTED] shall require consultation with, and approval by, the utilities and Energy Division staff.

[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

\*One-quarter of the Outreach budget will be set aside to provide grants to community-based organizations.

The ratepayers of Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SoCal Gas) shall continue to fund the annual budget of the Statewide ME&O program

## Attachment 1 Scope of Work

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### Statewide Marketing Education & Outreach Program

according to the existing percentage shares contributed by each utility...”<sup>26</sup>

#### Administrative Budget

Implementer will bill no more than 10% its administrative expenses as line item amounts for policy and regulatory support of the EUC brand and Statewide ME&O program. This type of support includes advice letters and compliance filings as ordered in D.13-12-038 and any subsequent Commission decisions containing direction specific to DDB San Francisco’s role as implementer of EUC and the Statewide ME&O program; representing the brand in monitoring and participating in proceedings involving subject matter or topics related to EUC umbrella brand’s mandate, as described in D.12-05-015, and representing the brand in policy matters with other state agencies, the legislature and executive staff and local governments. It will not include representation of Implementer’s interests for any other purpose (including but not limited to Implementer’s involvement in other roles.)

#### **CONTRACT TERM**

October 1, 2016 – September 30, 2019

#### **PRIMARY CONTACTS FOR INFORMATION**

##### PG&E:

Name: James Forcier  
Title: Marketing Strategist  
Telephone : 415-973-1416  
E-mail: [jrf@pge.com](mailto:jrf@pge.com)

##### DDB:

Name: Valerie Bengoa  
Title: Chief Operating Officer  
Telephone: 415-732-2279  
E-mail: [valerie.bengoa@chi.ddb.com](mailto:valerie.bengoa@chi.ddb.com)

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<sup>26</sup> Decision 16-09-020, pp. 72-73.

# Attachment 3

Statement of Work

(Public Version)

**Attachment 2**

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Each of the following documents is attached hereto and incorporated herein:

EXHIBIT 1	PG&E Supplier Diversity Policy
EXHIBIT 1A	List of Subcontractors and Disbursement Record
EXHIBIT 2	Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
EXHIBIT 3	Injury and Illness Prevention Program Compliance Certificate
EXHIBIT 4	PG&E Drug and Alcohol Abuse and Testing Policies
EXHIBIT 5	PG&E Contractor Document Retention and Production Requirements
EXHIBIT 5A	Document and Data List
EXHIBIT 6	Audit Rights
EXHIBIT 7	NERC Requirements
EXHIBIT 7A	PG&E NERC CIP Non-Employee Attestation Form
EXHIBIT A	Escalated Complaints / Safety Incidents
EXHIBIT B	Confidentiality and Data Security
EXHIBIT C	Non-Disclosure and Use of Information Agreement
EXHIBIT D	Customer Satisfaction

## 1.0 DEFINITIONS

"Bidder": The entity submitting a bid Proposal to PG&E to perform Work under this Contract or a CWA.

"CPUC": California Public Utilities Commission and/or Commission Staff representatives to include, but not limited to, members of the Energy Division and Executive Division, who are responsible for oversight of Contractor's implementation of the Statewide Marketing, Education and Outreach for the Commission's Energy Upgrade California brand under Decision 16-09-020 dated September 19, 2016.

"Change Order": A revision or modification to the Contract reflected on a PG&E Field Order form or a PG&E Change Order form.

"Contractor or Consultant": The entity or entities entering into this Contract with PG&E to perform the Work.

"Contract": This executed master service agreement between PG&E and Contractor, including the cover page signed by each Party, each CWA, the Specific Conditions and these General Conditions, together with any and all attachments and exhibits, all of which together shall constitute the Contract.

"Customer": PG&E's utility customers, both residential and commercial.

"CWA": Contract Work Authorization. If specified in the Specific Conditions of this Contract, Work may be assigned to Contractor through CWAs which contains a statement of work (SOW) and is signed by both PG&E and the Contractor. The terms and conditions of this Contract shall apply independently to each CWA executed by both Parties.

"Day": Unless otherwise specified, reference to a "day" means a calendar day.

"Party" or "Parties": In the singular, PG&E or Contractor, and in the plural, both PG&E and Contractor.

"PG&E": Pacific Gas and Electric Company, a California corporation.

"Proposal": Bidder's firm bid quotation and package to perform Work under this Contract or a CWA.

"Subcontract": An agreement between Contractor and Subcontractor or between Subcontractors at any level for a portion of the Work under this Contract.

"Subcontractor": Party or parties entering into a Subcontract with Contractor or another Subcontractor to perform a portion of the Work covered by the Contract as part of Contractor's staff fee. For purposes of this Contract, Contractor shall engage and PG&E has approved the following Subcontractors: OMD USA LLC, Outdoor Media Group, Resolution Media and Optimum Sports (media buying and planning; collectively "OMD"), Targetbase (market research), Fleishman-Hillard Inc. (public relations), exlService.com (India) Private Limited and Exl Service Holdings (budget management and media reconciliation) and DDC (back office functions, including budget management, media reconciliation, and other accounting functions).

"Vendor": Party or parties engaged by Contractor in its capacity as agent for PG&E to procure those third party services on a pass-through basis to assist in the completion of or provide services incidental, ancillary or supplemental to the Services such as music suppliers, stock houses, shipping companies and media and production vendors.

"Work" or "Services": All services (including but not limited to professional, engineering, analytical and other consulting services), labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Contract.

2.0 PERFORMANCE OF THE WORK

2.1 INDEPENDENT CONTRACTOR: In assuming and performing the obligations of this Contract, Contractor is an independent contractor and shall not be eligible for any benefits which PG&E may provide its employees. All persons, if any, hired by Contractor shall be employees or Subcontractors of Contractor and shall not be construed as employees or, except as expressly set forth herein, agents of PG&E in any respect. In accordance with industry practice, Contractor/OMD would act as an agent for a disclosed principal for the limited purpose of procuring Vendor services and materials (subject to the PG&E's prior written approval). All purchases shall be made under the principle of sequential liability, where Contractor/OMD will be held liable for payments to Vendors and other suppliers only to the extent Contractor/OMD has been paid by the PG&E for such purchases and for amounts owing but not paid to Contractor/OMD, PG&E will be held solely liable. In addition, in case the media vendors or other suppliers are unwilling to confirm in writing that they agree to payment in accordance with the foregoing, or in the event PG&E's payments to Contractor/OMD are not received as set forth in this Contract, PG&E's financial condition otherwise becomes a concern or credit insurers (if applicable) revise, withdraw or decline cover, Contractor/OMD reserves the right, to cease ordering media on PG&E's account and attempt to cancel media previously ordered. Contractor/OMD's contracts with media owners and other related Vendors in respect of the Services shall be made in accordance with media rate cards and/or other standard or individual conditions and contracts (except to the extent that such rate cards, conditions or contracts do not provide for payment as set forth in this Contract, in which case such rate cards, conditions or contracts may be modified to reflect payment on such terms).

Contractor shall be responsible for managing and making payments for Services rendered in accordance with this Contract by its Subcontractors and employees and, upon receipt of payment from PG&E, goods and services provided by Vendors, in accordance with the terms of this Contract and any applicable SOW. Payment to Subcontractors and Vendors shall be included in the approved budget set forth in the applicable SOW. Contractor/OMD shall use commercially reasonable efforts to prevent loss to PG&E as a result of Vendor failure, but in the absence of Vendor negligence, Contractor/OMD shall not be responsible for Vendor failure but will be responsible to use commercially reasonable efforts to cause Vendor to remedy loss or damage caused by Vendor's negligence.

2.2 NO GUARANTEE OF WORK: THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE THE CONTRACTOR ANY WORK NOR IS THERE ANY GUARANTEE AS TO ANY VOLUME OR DURATION OF WORK. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONTRACT WITH THIRD PARTIES FOR THE PERFORMANCE OF WORK OF THE TYPE CONTEMPLATED BY THIS CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSALS FROM CONTRACTOR AND THE UNRESTRICTED RIGHT TO PERFORM THE WORK WITH PG&E'S OWN EMPLOYEES.

2.3 PRIOR WORK: Services performed by Contractor pursuant to PG&E's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

2.4 ADDITIONAL WORK OR CHANGES IN WORK

2.4.1 PROCEDURE FOR ADDITIONAL WORK: BEFORE PROCEEDING WITH ANY WORK INVOLVING POSSIBLE CLAIMS FOR EXTRA COMPENSATION NOT SPECIFIED IN THE CONTRACT, CONTRACTOR SHALL SUBMIT IN WRITING A DETAILED ESTIMATE OF THE COST FOR SUCH WORK. For each identifiable task, key milestone and deliverable, Contractor shall state: (a)



description of work to be performed, including extensions and changes; (b) estimated cost; and (c) expected completion date.

2.4.2 APPROVAL NEEDED FOR ADDITIONAL WORK: Contractor shall not proceed with any such additional work prior to receiving written authorization or a Change Order issued to Contractor by PG&E. CONTRACTOR AGREES THAT ALL COSTS FOR ANY SUCH MODIFICATION OR CHANGE THAT IS PERFORMED BY CONTRACTOR WITHOUT PG&E'S PRIOR WRITTEN APPROVAL SHALL BE AT CONTRACTOR'S SOLE RISK AND EXPENSE.

2.4.3 PG&E CHANGES TO WORK: PG&E shall make changes in Work specifications, or level of effort, as may be necessary or desirable, as directed by the CPUC. These changes and any difference in Contract price resulting from such changes shall be approved by the Commission Staff, PG&E and Contractor in writing before the Work is implemented. PG&E shall be responsible for all related purchase orders and other written commitments previously authorized by PG&E that are not cancelable. PG&E will reimburse Contractor for the actual costs incurred for modifications made necessary by changes in PG&E plans or instructions, and the modification or cancellation of any Services, including for the actual Contractor fees and expenses charged or incurred by Contractor resulting from any such modifications or cancellations for Services performed or media changed up to the time of modification or cancellation. In the event of a material reduction in Services, Consultant shall have the right to terminate this Contract.

## 2.5 REPLACEMENT OF PERSONNEL

2.5.1 BY CONTRACTOR: Contractor acknowledges the removal, replacement, or reassignment of the individuals initially assigned by Contractor to perform the Work may result in serious harm and costs to PG&E. Contractor will make reasonable efforts to maintain continuity in its staffing and will provide PG&E prompt notice if any such changes are made. Contractor agrees not to remove, replace or reassign such individuals without the approval of PG&E, whose approval shall not be unreasonably withheld or delayed. Contractor agrees not to charge PG&E for the time to familiarize replacement personnel with the Work.

2.5.2 BY PG&E: Contractor shall employ personnel qualified to perform the Work. If PG&E reasonably finds Contractor's employee to be unsatisfactory, Contractor shall consult with PG&E to discuss replacing that employee within a commercially reasonable time period, after a 30 day opportunity to cure after notice by PG&E to Contractor. For the avoidance of doubt, this provision addresses only the assignment of personnel to PG&E jobs; it does not require the Contractor to terminate the employment of any employee replaced under this section, nor does PG&E endorse or approve, either expressly or impliedly, Contractor's termination of any such employee.

2.6 IMPORTANCE OF SAFETY: Contractor recognizes and agrees safety is of paramount importance in the performance of the Work. Contractor is solely responsible for performing the Work in a safe manner. Contractor shall plan and conduct the Work, and shall require all Subcontractors to perform their Work, in accordance with Contractor's safety program and with all applicable local, state and federal rules, regulations, codes, and ordinances to safeguard persons and property from injury. Contractor further agrees to provide necessary training to its employees and Subcontractors about the foregoing safety and health rules and standards. If PG&E at any time observe Contractor, or any of its Subcontractors, perform the Work in an unsafe manner, or in a manner that may, if continued, become unsafe, then PG&E shall have the right (but not the obligation) to require Contractor to stop the Work affected by the unsafe practice until Contractor has taken corrective action so the Work performance has been rendered safe.

## 2.7 WARRANTY

2.7.1. **WARRANTY:** Contractor warrants to PG&E the Work shall be performed with the degree of skill and care required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional and industry standards prevailing at the time the Work is performed. This is to ensure the Work is correct and appropriate for the purposes contemplated herein and related specifications. Contractor shall use appropriate numbers of personnel with suitable training, education, experience and skill to perform the Work in accordance with the Contract requirements.

2.7.2. **WORKMANSHIP:** If applicable and in addition to the warranties implied in fact or in law, Contractor warrants the equipment, material and parts furnished by Contractor, whether or not manufactured by Contractor, shall be of the kind and quality described in the Contract, and materially free of defects in workmanship, material, design, and title. Contractor shall repair or replace at its expense any part of the Work that develops defects due to faulty material or workmanship within a period of one year after being placed in operation by PG&E. Contractor shall at its expense repair or replace other work or equipment damaged as the result of the defects, or as a result of the repairing, and hold PG&E harmless from repair expenses.

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

2.7.4. Except as expressly set forth in this Agreement, Contractor expressly disclaims any representations or warranties, express or implied, regarding the Services provided by Contractor or any third party supplier, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

2.8. **SAFETY AND CUSTOMER SATISFACTION:** Contractor shall comply with the requirements of Exhibit A, Escalated Complaints/Safety Incidents and Exhibit D, Customer Satisfaction, attached hereto and incorporated herein.

## 3.0 BILLING AND PAYMENT

3.1. **LUMP SUM WORK:** The following provisions shall apply to all Work performed on a lump sum basis.

3.1.1. **INVOICE SUBMITTAL INSTRUCTIONS:** Contractor shall submit a monthly invoice to designated staff at both the California Public Utilities Commission (CPUC) (currently Daisy Yee and Stephanie Green) and PG&E (currently James Forcier) for compensation actually earned in the current calendar month on the fifteenth and last days of the month, or the next business day thereafter if the fifteenth or last day falls on a weekend or state holiday. Each invoice shall be

assembled such that attached supporting documentation shall be placed in the order listed in the invoice. The Contractor shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice. Commission staff shall approve invoice within 48 hours and send e-mail approval to Contractor and PG&E (James Forcier).

- 3.1.2 INVOICE DEFICIENCIES: If Commission staff determine Contractor's invoice does not meet the invoicing requirements, Commission staff will promptly notify Contractor of the deficiencies or return the invoice to Contractor with noted deficiencies. Contractor shall provide such documents or information correcting such deficiencies, or for invoices returned to Contractor and resubmit a corrected invoice.
- 3.1.3 PG&E PAYMENT: Upon receipt of the e-mail approval from the Commission staff, Contractor shall submit invoice to Taulia (PG&E's online invoice submission tool), which shall be received directly by PG&E's Accounts Payable Department. PG&E will pay Contractor bi-monthly for Work performed on a lump sum basis, in the full amount of the cost of the Work performed, computed in accordance with the terms of the Contract, and satisfactorily completed during each month., The parties agree that PG&E shall receive a discount in the amount of 2% of the invoice total amount of any staff fees that are paid within fifteen (15) days of invoice submission date to Taulia, net 45 days without discount. Vendor expenses shall be paid net 45 days of submission date to Taulia. No discount would apply to any Vendor costs, except for any media eligible for prepayment discounts, in accordance with the discount terms of such media (e.g. if PG&E makes payment to Contractor in sufficient time for Contractor/OMD to take advantage of such discounts). All payments will be made, subject to Commission staff's reasonable approval of a correct invoice made within 48 hours of invoice date. In the event the Commission does not approve the invoice within 48 hours, PG&E shall not be eligible for early discount and PG&E shall credit Contractor for any discount taken in the next payment cycle.
- 3.1.4 PRIOR APPROVALS: PG&E will not make payment on invoices until after the Commission staff has approved the invoice and provided its approval to Contractor and PG&E in writing.
- 3.1.5 FINAL INVOICE: The final invoice shall be marked "FINAL" and must be received within 90 days after completion of the Work. PG&E will not be liable for payment of any late invoices received by PG&E beyond the 90 day period.
- 3.1.6 BILLING RATES AND CONFLICTS: Contractor's lump sum price(s) stated in the Contract fee schedule shall not change during the term of this Contract without prior written approval by PG&E. The lump sum price(s) shall be inclusive of all Contractor's overhead costs, administrative and general fees, and profit. To the extent such lump sum price(s), or any invoice or other billing instrument as provided for in this Article 3, "Billing and Payment", contains terms and conditions which are in addition to or in conflict with the terms and conditions in this Contract, whether Specific or General, those terms and conditions in the fee schedule, invoice, or other billing instrument shall be null and void.
- 3.2 TIME AND MATERIALS AND UNIT PRICE WORK: The following provisions shall apply to all Work performed on a time and materials or unit price basis.
  - 3.2.1 INVOICE SUBMITTAL INSTRUCTIONS: Contractor shall submit invoices to PG&E in accordance with the requirements of this Section and with the instructions printed in the Contract or Contract Change Order. The Contractor shall include the Contract number and, if applicable, the Contract Work Authorization number, on the invoice.

- 3.2.2 MONTHLY INVOICE: Contractor shall submit a monthly invoice to PG&E for review and approval of compensation billed based on approved hours in the month of service and reconciled and adjusted 45 days following the end of each quarter. Each invoice shall be broken down by Contract tasks; for each task the invoice shall include the following information:
- (i) STATUS: Task description, estimated cost to complete, total cost incurred to date, percentage of Work completed and date completed.
  - (ii) LABOR: Employee name, employee labor classification number of hours spent, and billing rate.
  - (iii) REIMBURSABLE EXPENSES: Unit cost and quantity of each item of expense.
- 3.2.3 BILLING RATES AND CONFLICTS: Contractor's billing rates or fees stated in the Contract fee schedule shall not change during the term of this Contract without prior written approval by PG&E. These billing rates and fees shall be inclusive of all Contractor's overhead costs, administrative and general fees, and profit. To the extent such fee schedule, or any invoice or other billing instrument as provided for in this Article 3, "Billing and Payment", contains terms and conditions which are in addition to or in conflict with the terms and conditions in this Contract, whether Specific or General, those terms and conditions in the fee schedule, invoice, or other billing instrument shall be null and void.
- (i) Overtime hours shall be billed at straight-time rates, unless otherwise approved by PG&E prior to the use of overtime, and limited to those hours for which Contractor's employee is actually compensated. If applicable, Contractor's overhead cost shall not be applied to the premium portion of the overtime cost.
  - (ii) Individuals other than employees of Contractor (nonemployees) retained by Contractor, such as Subcontractors, outside Contractors, or agency personnel, shall not be billed as Contractor's employees and shall be shown separately on the invoice. Such nonemployees working in Contractor's established office under Contractor's direct supervision shall be billed to PG&E at the cost charged to Contractor multiplied by 1.05. All other nonemployees shall be billed at Contractor's actual, direct cost. Notwithstanding the foregoing, freelancers hired in lieu of staff and paid through Contractor (or a Subcontractor) payroll will be included in Contractor's fees using the approved hourly rates for the person whom they were hired to replace on a temporary basis.
- 3.2.4 EXPENSES: All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. All reimbursable expenses other than those listed in this Article shall be authorized in writing by PG&E's authorized representative prior to expenditure by the Contractor. PG&E will not reimburse Contractor for any expenses not so approved.
- (i) Overhead costs are Contractor's responsibility and will not be reimbursed as expenses. Overhead costs include but are not limited to the following: Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software.
- 3.2.5 TRAVEL TIME AND COSTS: All air travel costs within or outside of the United States will be reimbursed only on a coach fare basis and all rental car costs will be reimbursed only on a subcompact rate basis. Travel time to and from the Work site shall be at Contractor's expense.

- 3.2.6 **THIRD PARTY PRODUCTION:** Production expenses shall be billed progressively on 100% of an estimate based on concept approval as follows: (a) seventy-five percent (75%) of the total estimate will be billed upon CPUC and PG&E approval of concept; (b) actual production expenses incurred above the 75% pre-payment made by PG&E shall be invoiced to PG&E as they are incurred, and shall be payable forty-five (45) days after invoice date; and (c) upon completion of the production, Contractor will bill PG&E for the final production expenses due for the particular project and PG&E shall pay for those expenses within forty-five (45) days of receipt of approved invoice and supporting documentation. Contractor shall have the right to bill bi-monthly and shall revise the estimate upon award of production.
- 3.2.7 **MEDIA BUYING:** Contractor shall invoice PG&E on or around the first business day of each month in respect of the estimated media and related third party charges for the upcoming month and PG&E shall pay such invoices approved by CPUC within 45 days upon submission of approved invoice to Taulia. Appropriate adjustments will be made to invoices for media and related third party charges after such media has run. Media costs are not subject to further discount by PG&E or Contractor/OMD beyond the pricing reflected in Contractor/OMD's invoices to PG&E.
- 3.2.8 **UNION TALENT EXPENSES.** Contractor's Services may include production of commercials produced under the jurisdictions of one or more unions. PG&E acknowledges and agrees that Contractor is a signatory to certain guild agreements (the "Guild Agreements"), including the Screen Actors Guild Commercials Contract and the American Federation of Television and Radio Actors Commercials Contract in the U.S., governing the hiring and use of performers in commercial materials and that the production and use of commercial materials produced by Contractor for PG&E under such Guild Agreements will be subject to the terms and conditions thereof. PG&E shall, be responsible for paying Agency all amounts that may be due pursuant to such Guild Agreement(s). Such fees shall be included in the original production estimate identified in Paragraph 3.2.6 and payable accordingly.
- 3.2.9 **MILEAGE AND USE OF PERSONAL CAR:** If Contractor uses its personal car to perform Work and such use is included as a reimbursable expense, normal commuting such as trips from home to first business stop and from the last business stop to home represents personal use of car and shall not be reimbursed. All other reimbursable mileage shall be at the current IRS rate.
- 3.2.10 **SUPPORTING DOCUMENTATION:** For each expense item over \$100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, Contractor shall retain them for the term of the audit period.
- (i) Each invoice shall be assembled such that attached supporting documentation placed in the order listed in the invoice, and each item of expense chargeable to PG&E shall be highlighted or clearly delineated.
- 3.2.11 **INVOICE DEFICIENCIES:** If Commission staff determines Contractor's invoice does not meet the invoicing requirements, Commission staff will promptly (but no later than 48 hours) notify Contractor of the deficiencies or return the invoice to Contractor with noted deficiencies. Contractor shall provide such documents or information correcting such deficiencies, or for invoices returned to Contractor, Contractor shall resubmit a corrected invoice.
- 3.2.12 **FINAL INVOICE:** The final invoice shall be marked "FINAL" and must be received within 90 days after completion of the Work. PG&E will not be liable for

payment of any late invoices received by PG&E beyond the 90 day period. For the avoidance of doubt, and notwithstanding the foregoing and Section 3.1.4, Contractor will only be required to use its commercially reasonable efforts to close out all media within 120 days. Notwithstanding the foregoing or Section 3.1.5, PG&E will still be liable for payment of any media invoices received by PG&E beyond the 90 and 120 day period provided that Contractor/OMD has used such efforts and has provided PG&E notice at the expiration of such 120-day period if any amounts are still subject to final reconciliation with the media vendor.

3.2.13 UNIT PRICE BASIS: Invoices for Work performed on a unit price basis, Contractor shall attach a list stating the unit price item numbers, unit prices, quantities, dollar amounts and other information as required to identify the Work.

3.3 RESERVED.

3.4 GENERAL INVOICE REQUIREMENTS: Invoices submitted for payment must be in accordance with the service contract order and include the service contract order number. All timelines for payment of invoices run from the date a correct invoice is received by PG&E's Accounts Payable Department and must be submitted and accepted by 6:00 PM on a business day are considered received that same day.

3.4.1 ELECTRONIC INVOICES: Electronic invoices submitted through PG&E's electronic invoicing system and accepted by PG&E's Accounts Payable department **after** 6:00 PM may not be considered received until the next business day.

3.4.2 PAPER INVOICES: Paper invoices must be submitted to PG&E's Accounts Payable department via Taulia or at the following address:

PG&E Accounts Payable  
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. The discount and net due date timelines for invoice payment **DO NOT BEGIN** until the receiving location has forwarded a correct invoice to PG&E's Accounts Payable department and received and accepted.

4.0 INTELLECTUAL PROPERTY

4.1 OWNERSHIP OF DELIVERABLES: PG&E shall own all data, reports, information, manuals, computer programs or other written, recorded, photographic or visual materials, or other deliverables including without limitation produced in the performance of this Contract. Contractor shall retain no interest, title or ownership including, but not limited to energy usage data and customer specific information provided by PG&E except as may otherwise be provided in the Contract.

4.2 PROPRIETARY RIGHTS: Except as otherwise set forth herein or in any CWA, PG&E shall own all proprietary rights, including, but not limited to, exclusive patent and copyright rights, in and to any and all inventions, software, works of authorship, designs or improvements of equipment, tools or processes, including the items referenced in the Section titled "Ownership of Deliverables" (collectively, the "Developments"), conceived, developed, implemented, or produced by Contractor in the performance of this Contract, and Contractor shall retain no ownership, interest or title in or to them except as otherwise provided herein, subject to the terms and conditions set forth in this Section 4. Contractor agrees to assign and hereby assigns all its right, title and interest in and to the patents, copyrights and other intellectual property rights in the Developments and hereby agrees to fully cooperate and to do all things reasonably necessary to allow PG&E to

claim sole ownership, including the execution of documents deemed necessary by PG&E, at PG&E's cost and expense.

- 4.3 **USE AND REPRODUCTION RIGHTS:** If and to the extent that Contractor retains any technology, products, data, and other materials and associated intellectual property rights thereof, that are developed by Contractor prior to or independent of the performance of its obligations under this Contract as well as other preexisting rights, and all generic or proprietary information, ideas, methodologies, software, applications, processes or procedures used, created or developed by Contractor in the general conduct of its business ("Pre-Existing Rights"), in any materials furnished hereunder, including Developments, unless otherwise agreed upon by the parties in writing, Contractor 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 thereof in connection with PG&E's business solely as such Pre-Existing Rights are integrated into the Developments (and not separately from such Developments) and (ii) authorize others to do any or all of the foregoing in connection with PG&E's business. Any claims of Contractor to proprietary rights in materials furnished hereunder and any costs associated with the licensing of any such Pre-Existing Rights must be expressly set forth in this Contract or shall have been previously disclosed to PG&E in writing.
- 4.4 **THIRD PARTY RIGHTS:** Notwithstanding anything in this Contract to the contrary, PG&E understands and agrees that, unless specifically directed by PG&E, Contractor shall not obtain exclusive ownership and/or unlimited usage rights for any third party materials, including, without limitation, stock photos, stock footage, music, licensed properties, talent and talent residuals ("Third-Party Rights"), and PG&E's rights as set forth above shall be subject to Third-Party Rights applicable to such materials as agreed upon by Contractor to PG&E. Materials created pursuant to this Contract are intended for uses in within the agreed upon scope of use only (e.g., time, territory and media). With respect to any proposed use outside this agreed upon scope, PG&E will advise Contractor in advance, and Contractor will then attempt to obtain the rights necessary to allow such additional use. PG&E will be responsible for all costs associated with the obtaining of these rights. If PG&E uses any such Materials outside the agreed upon scope before, PG&E shall be responsible for any claims that may be made against PG&E or Contractor to the extent attributable to such use.
- 4.5 **COPYRIGHT REGISTRATION:** Notice of PG&E copyright ownership shall be placed by Contractor on all reports, information or instructional manuals, computer programs or other written, recorded, photographic or visual materials or other deliverables to which PG&E has the right of such ownership as provided herein. Such notice shall be placed on the materials in a manner and location as to give reasonable notice of the claim of copyright, and shall consist of the copyright symbol or the word "Copyright" followed by the year in which the material is produced and the words "Pacific Gas and Electric Company". Application for copyright registration shall be the responsibility of PG&E.
- 4.6 **ROYALTIES AND LICENSE FEES:** Royalties, license fees or other charges for patents, copyrights and other intellectual property for designs, processes, technology, published or unpublished data, information or technical materials including, but not limited to, manuals, computer programs, or other deliverables furnished by Contractor, or for processes or methods employed by Contractor in performing the services, shall be included in the Contract price, unless otherwise set forth in a CWA hereto.
- 4.7 **DELIVERY AND RETENTION OF RECORDS:** To the extent PG&E does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of Work performed under this Contract for a period of not less than three years from the date of their creation. At PG&E's reasonable request Contractor will deliver a copy of any or all original field notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the

course of the Work performed under this Contract.

- 4.8 PUBLIC RELEASE OF RESULTS: Except as otherwise set forth in this Contract, Contractor agrees not to release any results of the Work without first providing PG&E with the material sought to be released and a description of the publication for PG&E's prior approval. Contractor further agrees that no release shall present any material findings not reasonably inferable from the data. Any public release shall acknowledge PG&E's sponsorship of the Work.
- 4.9 THIRD PARTY LICENSES: Contractor represents and warrants that it shall comply (and ensure that its personnel and subcontractors comply) with all third party licenses, terms of use, policies and procedures that apply to or otherwise govern access to and/or use of any third party materials made available by PG&E to Contractor under this Contract.
- 4.10 PUBLIC TESTIMONY: Contractor agrees, if requested in writing by PG&E, Contractor shall provide testimony before any federal, state or local court, regulatory body or any other public agency to substantiate any Work performed or data, reports, or materials supplied to PG&E. Reasonable fees for such testimony will be negotiated at that time.
- 4.11 Notwithstanding anything in this Contract to the contrary, (a) PG&E's rights as set forth in this Section 4 shall be subject to (i) full payment by PG&E for such rights, (ii) any third party rights, restrictions or obligations applicable to such materials as disclosed by Contractor to PG&E and (b) Contractor will retain full ownership rights in and to all Pre-Existing Rights to the extent incorporated into the Work (including software). With regard to third party materials, Contractor shall receive under the sublicense only such rights and warranties as are offered by Contractor's licensor, and PG&E shall abide by all restrictions, limitations, and any disclaimers as set forth in such third party agreement.
- 5.0 CONFIDENTIALITY AND USE OF PG&E PROPERTY
- 5.1 CONTRACTOR'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 Contractor's use to perform Work shall remain PG&E's confidential information and property be returned to PG&E immediately upon completion of Contractor's use for the performance of the Work or earlier upon PG&E's request. Alternatively, Contractor may destroy such information, provided an officer of Contractor certifies the destruction in writing to PG&E.
- 5.2 NO PUBLICITY: Contractor shall not include PG&E's name, any reference to this Contract, or any reference to PG&E's purchase or use of any products or services provided by Contractor in Contractor's published customer list or in other publicity or advertisement, including internet, without the prior written consent of an officer of PG&E. The fact the Parties have entered into this Contract does not constitute, nor imply in any way, an endorsement of Contractor by PG&E, and Contractor will not state or imply that PG&E endorses, recommends, or vouches for Contractor in any form of written, verbal, or electronic advertisement, communication, or any other business development effort.
- 5.3 CONFIDENTIALITY; PERSONAL IDENTIFIABLE INFORMATION:
- 5.3.1 PG&E and Contractor intend the Work and Services to be performed without the disclosure, exchange or receipt of PG&E Data, as defined in Exhibit B. PG&E shall not disclose any PG&E Data to Contractor or any of its subcontractors, employees or agents without prior written notice to Contractor and prior written agreement of Contractor.
- 5.3.2 Neither party shall disclose Confidential Information, as defined in Section 5.3.3 below, or otherwise make it available to any other person, including any affiliate of PG&E that produces energy or energy-related products or services or any subcontractor, agent or non-employee of Contractor, without prior written notice to the receiving party and the prior written approval of the disclosing party.



- 5.3.3 “Confidential Information,” shall mean:
- (i) PG&E’s 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,
  - (ii) any technical, commercial, financial, or Customer information of PG&E obtained by Contractor in connection with this Contract, either during the Term or prior to the Term 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,
  - (iii) any such confidential information of any third party disclosing such Confidential Information to PG&E or Contractor in the course of such third party’s employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, and
  - (iv) PG&E Data as defined in Exhibit B, Confidentiality and Data Security.
  - (v) The confidentiality obligations hereunder shall not apply to information which (i) the receiving party is in possession of at the time of disclosure by the disclosing party, (ii) is or hereafter becomes published or otherwise generally available to the public through no fault of the receiving party, (iii) is received on a non-confidential basis from a third party without breach of this Agreement, (iv) is independently developed by the receiving party without reference to the confidential information, (v) contained in the public files of the CPUC or in the public files of any other state or federal agency, or in the public files in any state or federal court without confidentiality restriction, or (vi) is required to be disclosed by court order, subpoena or other law or legal process and the Parties agree to provide the other Party 10 days written notice prior to such disclosure.
  - (vi) Contractor’s confidential information, which includes but is not limited to all information regarding rates Contractor obtains from vendors and other suppliers, staffing fees and plans, methodologies, computer programs and financial information.
- 5.3.4 The parties shall use reasonable efforts to mark such materials as “confidential”. However, if the receiving party is in doubt about whether certain information is Confidential Information, the disclosing party will treat that information as such.
- 5.3.5 The Parties understand Confidential Information may be provided to the CPUC under Public Utilities Code Section 583 and agree prior to sending any Confidential Information to the CPUC, the Parties will meet and confer to ensure such Confidential Information is properly labeled and marked as required.
- 5.3.6 The Requirements of Exhibit B, Confidentiality and Data Security, and Exhibit C, Non-Disclosure and Use of Information Agreement, attached, are hereby incorporated into the Contract. Contractor shall ensure that each of its employees and Subcontractors who will receive Confidential Information under this Contract first executes a copy of Exhibit C. Where PG&E has provided information, representations, data, reports and/or other materials to Contractor for use in the Services, PG&E warrants that it is entitled to do so. If PG&E

provides data to Contractor, such data must have been processed in a manner that complies in all material respects with all applicable data privacy laws, self-regulatory principles, and PG&E's privacy policy and public statements. PG&E shall, prior to PG&E transferring data to Contractor, specifically identify the types of data and obtain written consent from Contractor to transfer the data to Contractor. If PG&E provides data collected online to Contractor, such data must have been collected using HTTP cookies or technology disclosed in PG&E's privacy policy that allows for the same level of transparency and control as is currently available for standard HTTP cookies. PG&E is advised that vendor terms and conditions commonly require PG&E to post and maintain on its Web site a privacy policy that discloses its data processing practices, and complies with all applicable laws and self-regulatory requirements. PG&E acknowledges and agrees that in the course of performing the Services hereunder, Contractor may collect and retain from sources other than PG&E certain non-personally identifiable information about users of PG&E's and other third party web sites and may use data derived from PG&E's use and Contractor's performance of the Services (i) to compile aggregate statistics, metrics, and general trend data for the enhancement and optimization of PG&E's campaigns and for marketing, promotional, and analytics purposes, and (ii) in an aggregate, anonymous Contractor database used for trending and analytics purposes to measure and improve Contractor's services, provided that in no event will PG&E be identified to any third party in connection therewith and under no circumstances will Contractor provide any PG&E Confidential Information to any other client in connection with such use. Further, Contractor shall not create or use any audience segments based solely on data collected as a result of Contractor's performance of the Services (e.g. PG&E Segment) for the benefit of any third party.

5.3.7 CPUC AND IOU DISCLOSURE. Notwithstanding anything to the contrary contained herein, the terms of this Contract and all attachments, exhibits and other related contractual documents shall be made available to the CPUC and PG&E in its sole discretion shall disclose the same to the Investor Owned Utilities ("IOU's") responsible in Decision 16-09-020 for funding this Contract.

5.3.8 WALLED OFF DISCLOSURE REQUIREMENTS. Contractor agrees to require its subcontractor Targetbase to take the following actions with regard to Targetbase's employees and/or other personnel: Targetbase's employees [REDACTED] [REDACTED] both of whom have worked on other significant PG&E transactions, are to be excluded from working on, and "walled off" from performing services under, this statewide ME&O Contract. The purpose of this separation is to ensure that PG&E's Confidential Information, which has been obtained by and is otherwise known to these two Targetbase employees, is not shared; and to avoid any conflicts or potential conflicts of interests from arising. However, should [REDACTED] and/or [REDACTED] cease working on other PG&E contracts, after a period of no less than twelve (12) months and with PG&E's prior written permission they would be able to render services under this Contract or any future ME&O contracts knowing they are still bound by the PG&E Confidentiality and Data Security Agreements and Non-Disclosure and Use of Information Agreements.

Contractor agrees to instruct Targetbase to have "walled off" protocols in place that include: (1) denying access to specified files and other materials containing PG&E Confidential Information from which the above

named individuals have been "walled off;" (2) informing the above named individuals that they are not permitted to be present during any discussion concerning a matter involving any PG&E Confidential Information from which they are "walled off"; (3) labeling affected files and noting the names of persons prohibited from accessing them, and/or restricting access to any electronic files, documents, materials or other, from which they have been "walled off."

PG&E agrees that other Targetbase employees and/or personnel, who previously have worked on any other matters for PG&E involving PG&E Confidential Information, may work on this Contract in accordance with its terms and the following conditions to protect PG&E Confidential Information from being accessed, shared, reproduced, copied, in whole or in part, in any form, or otherwise distributed in a manner inconsistent with this Contract, without prior written approval from PG&E.

In addition to the above, Contractor will require Targetbase to adopt the following "Targetbase Security Measures" for the handling of PG&E Confidential Information in addition to the Confidentiality and Data Security provisions in accordance with this Contract. Targetbase Security Measures shall mean industry standards and techniques, physical and logical, including, but not limited to:

- a. Separate, secured email distribution list applicable only for PG&E work for this Contract and accessible only to the listed Targetbase employees authorized by PG&E;
- b. Separate, password-protected database housing PG&E-related data/information for this Contract and accessible only to PG&E authorized Targetbase personnel;
- c. A formal system for registering users and removing their access when it is no longer authorized;
- d. A secure enrollment process which includes communication of initial passwords;
- e. Password protected workstations at Targetbase premises and any premises where work or services are being performed by Targetbase personnel who have access to PG&E's Confidential Information;
- f. Separate, individually identifiable logon IDs required for access to PG&E Confidential information as it relates to and is needed to perform services under this Contract;
- g. Control of access to all multi-user systems by use of logon IDs and passwords;
- h. Automatic timeout of inactive terminals;

i. Regular and timely review of system log files for unsuccessful logon attempts or other indications of unauthorized activity;

j. 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 that at all times is in compliance with the industry requirements of ISO 27001;

Contractor further agrees that written documentation and/or approval from PG&E regarding Targetbase employees working on this Contract shall be maintained in Contractor's statewide ME&O files/system for all data/information provided by PG&E for use under this Contract.

## 6.0 INDEMNIFICATION, WITHHOLDING AND LIMITATION OF LIABILITY

### 6.1 INDEMNIFICATION

6.1.1 Contractor shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees ("Indemnified Parties"), from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any claims brought by third parties against the Indemnified Parties related to: (i) injury to or death of persons, including but not limited to employees of PG&E or Contractor due to Contractor's negligence or willful misconduct; (ii) injury to property or other interests of PG&E due to Contractor's negligence or willful misconduct; (iii) Contractor's work product and Services do not infringe upon or misappropriate the patent, copyright, trademark (other than trademarks where Agency has advised of the need to perform a full trademark search), trade secret or other intellectual property rights of privacy or publicity of any third party; (iv) a breach of its confidentiality obligations under Article 5.0; (v) delay or failure to pay any Subcontractor, including but not limited to any demands for payment, invoices, or liens, except where such failure is due to PG&E's failure to make timely payments to Subcontractor; or (vi) delay or failure to pay any employees, laborers, or other personnel of Contractor or any Subcontractor the compensation, monies, wages, benefits or other payment due or allegedly due; so long as such injury, violation, or strict liability (as set forth in (i) - (vi) above) arises from or is in any way connected with Contractor's performance of, or failure to perform, this Contract, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such loss, damage, cost, expense, liability, payment, or violation of law or regulation for which indemnity is not allowed under applicable law.

6.1.2 PG&E agrees (i) to defend, indemnify and hold harmless Contractor, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees from and against any third party claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with (a) any failure by PG&E to comply with (x) any applicable law, (y) any usage limitations regarding third party rights contained in the Developments or Work as disclosed to PG&E in writing; (b) for any materials, information, or data specifically furnished by or at the specific direction of PG&E that are adjudicated and proven to be claimed to be false, deceptive, or misleading description, depiction or comparison of the product(s) or

service(s) of PG&E and/or any competitive product(s) or service(s) or otherwise relating to the effectiveness, nature, quality or content of PG&E's products or services; (c) specific risks disclosed in reasonable detail where PG&E has agreed to proceed in the face of such risk; (d) except as caused by Contractor's negligence, obligations under the applicable SAG-AFTRA union codes or contracts triggered by PG&E's inappropriate use of any Work; or (e) any negligence or intentional misconduct of PG&E or any of its respective personnel or representatives.

6.1.3 The indemnifying Party shall, on the indemnified Party's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to the indemnified Party. The indemnifying Party shall pay all costs and expenses that may be incurred by the indemnified Party in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

6.2 TAX WITHHOLDING: Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for PG&E. Contractor shall indemnify and hold PG&E harmless, on an after-tax basis, for any liability incurred by PG&E as a result of Contractor's failure to institute any such required withholding.

6.3 INFRINGEMENT PROTECTION: Contractor represents to PG&E that the unmodified and authorized use by PG&E of the material to be prepared under this Contract will not infringe upon the copyright, or license, or otherwise violate the proprietary rights, including trade secret rights and trademarks (other than trademarks where Contractor had advised of the need to perform a trademark search), of any person or entity. Contractor agrees to indemnify and hold PG&E, its parent company, subsidiaries and/or affiliates, harmless from and against any and all third party claims, liabilities, costs and damages arising out of any such infringement, and from any third party suit, demand or claim made against PG&E, its parent company, subsidiaries and/or affiliates, alleging any such infringement or violation. In addition to the foregoing, if there is such a third party suit, demand or claim, Contractor agrees, as soon as commercially possible, to either procure for PG&E the right to continue using the material, replace the material with non-infringing material or modify it so it becomes non-infringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and reasonably satisfactory to PG&E. Contractor further agrees to pay any judgment or reasonable settlement offer resulting from a third party suit, demand or claim, and pay any reasonable attorney's fees incurred by PG&E in defense against such suit.

6.4 LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND REGARDLESS OF WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR UNRECOVERED OVERHEAD AND, UNLESS EXPRESSLY AUTHORIZED IN ADVANCE IN WRITING AND SPECIFICALLY ASSUMED BY SUCH PARTY, COMMITMENTS TO THIRD PARTIES, SUCH AS SUBCONTRACTS, RENTAL OR LEASE AGREEMENT(S), AND PERSONAL SERVICES CONTRACTS. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM SUCH PARTY'S WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING UNDER THIS CONTRACT EXCEED THE TOTAL CONTRACT PRICE.

## 7.0 INSURANCE REQUIREMENTS

Contractor shall maintain the following insurance coverage. Contractor is also responsible for its

Subcontractors maintaining the types of insurance and limits that are appropriate for the level of services being provided.

7.1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

7.1.1 Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Contractor performs Work.

7.1.2 Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

7.2 COMMERCIAL GENERAL LIABILITY

7.2.1 Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

7.2.2 The limit shall not be less than \$2,000,000 each occurrence/\$5,000,000 aggregate for bodily injury, property damage and personal injury.

7.2.3 Coverage shall: a) By "Additional Insured" endorsement include as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Contractor. (ISO Form CG2010 or equivalent is preferred). If the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Contractor are additional insureds under a blanket endorsement."; b) Be endorsed to specify that the Contractor's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

7.3 BUSINESS AUTO

7.3.1 Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

7.3.2 The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

7.4 PROFESSIONAL LIABILITY INSURANCE

7.4.1 Errors and Omissions Liability insurance appropriate to the Contractor's profession. Coverage shall be for a professional error, act or omission arising out of the scope of services shown in the Contract.

7.4.2 The limit shall not be less than \$5,000,000 each claim/\$5,000,000 annual aggregate.

7.5 ADDITIONAL INSURANCE REQUIREMENTS

7.5.1 Before commencing performance of Work, Contractor shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Contractor.

7.5.2 Should any of the above described policies be cancelled before the expiration date thereof, Contractor shall deliver notification to PG&E in accordance with the policy provisions.

7.5.3 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 and must be submitted by e-mail or fax only to the following address:

Certificate Holder: Pacific Gas and Electric Company  
c/o EXIGIS LLC  
E-mail: support@exigis.com  
Fax: 646-755-3327

A copy of all such certificates of insurance documents shall be sent to PG&E's Contract negotiator and/or Contract administrator.

- 7.5.5 The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Contractor's liability under this Contract. '
- 7.5.6 Upon request, Contractor shall furnish PG&E the evidence of insurance for its Subcontractors.

## 8.0 TERM, FORCE MAJEURE, AND TERMINATION FOR CAUSE

- 8.1 TERM: This Agreement shall commence on October 1, 2016 and continue in full force and effect for a period of three (3) years unless terminated in accordance with below.
- 8.2 FORCE MAJEURE: Neither PG&E nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder for Work previously performed, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and without the fault or negligence, of the affected Party. If either Party claims that performance of its obligations was prevented or delayed by any such cause, that Party shall promptly notify the other Party in writing and describe the circumstances preventing or delaying performance. The Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.
- 8.3 TERMINATION FOR CAUSE:
  - 8.3.1 Either Party may, at its option, terminate or suspend, in whole or in part, this Contract or any one or more CWAs for cause including, but not limited to, the following situations: (a) if either Party materially defaults in the performance of any of its respective material obligations under this Contract, and does not cure such default within thirty (30) days after receipt of a notice of material default from the party alleging such default ("Cure Period"), then the non-defaulting party may, by giving written notice to the defaulting party within thirty (30) days thereafter, terminate this Agreement; or immediately, if (b) directed by the CPUC to cancel, suspend or terminate the Contract or its funding; (c) the other Party has become insolvent, has failed to pay its bills, or has had checks for payment of its bills returned from Vendors and Subcontractors due to insufficient funds; (d) any material act of fraud or gross misuse of funds or (e) a legal action is placed against the other Party which, in the non-defaulting Party's reasonable opinion, interferes with the performance of the Work.
  - 8.3.2 In the event of such termination for cause, PG&E shall pay Contractor for services performed in accordance with the criteria set forth in a CWA prior to the date of cancellation and all actual hours worked in transitioning the Contract as PG&E's direction. In no event shall PG&E be liable for lost or anticipated profits or overhead on uncompleted portions of the Work. PG&E shall be responsible for any non-cancellable commitments made by Contractor with PG&E's authorization prior to cancellation including but not limited to all third-party Vendor costs. Contractor shall also give reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space,

broadcasting time, or materials yet to be used and all rights and claims thereto and therein upon being duly released in writing from the obligation by PG&E and such third parties. Contractor shall deliver to PG&E any fully paid for reports, drawings or other documents prepared for PG&E prior to the effective date of such cancellation. Other than standard media or production agreements (which are available upon request), Contractor shall not enter into any agreements, commitments or Subcontracts which would incur significant cancellation costs without prior written approval of PG&E. Such written approval is a condition precedent to the payment of any cancellation charges by PG&E.

8.3.4 LABOR DISPUTE: In the event of a labor dispute or strike by Contractor's or its Subcontractors' employees which threatens the progress or cost of Work, or PG&E's labor relations, or which disrupts PG&E's operations, or results in a secondary boycott at PG&E's facilities, PG&E reserves the right to restrict and/or require the additional hiring of Contractor's employees, to suspend or discontinue the Work of the Contractor or any Subcontractor, or cancel the Contract for cause. This paragraph shall be applicable whether or not any Contractor or Subcontractor is directly involved in a labor dispute.

8.4 CWA TERM AND TERMINATION: The termination provision in this Section shall apply to individual CWAs. If either Party cancels or terminates the Work for cause under a particular CWA or if a particular CWA expires, the remainder of this Contract shall not be affected. In addition, if the term of any one or more CWAs continues beyond the termination date of this Contract, the terms and conditions of this Contract shall continue to apply to those CWAs until final completion and acceptance of the Work.

8.5 ASSISTANCE AND COOPERATION: Commencing upon expiration, or upon notice by either Party of cancellation or termination of a CWA or this Contract, and continuing for so long as both Parties mutually agree, Contractor will provide reasonable assistance requested by PG&E to facilitate the orderly transfer of the Work and subject matter of the CWA or Contract, respectively, as directed by PG&E. To the extent that compensation for such assistance is not already provided for by the CWA or Contract, PG&E and Contractor will negotiate reasonable compensation not to exceed Contractor's then-current, standard hourly rates for similar work.

## 9.0 REQUIREMENTS AND POLICIES

9.1 PG&E'S SUPPLIER DIVERSITY POLICY: It is PG&E's policy that Women, Minority, and Disabled Veteran Business Enterprises ("WMDVBES") and Lesbian, Gay, Bisexual, and Transgender Business Enterprises ("LGBTBES") shall have the maximum practicable opportunity to participate in providing the goods and services purchased by PG&E.

9.1.1 Contractor agrees to comply, and to require all Subcontractors and sub-Subcontractors to comply, with PG&E's Supplier Diversity Policy, as set forth in Exhibit 1 hereto. Contractor shall provide a copy of Exhibit 1 to each prospective Subcontractor.

9.1.2 In addition, for Contracts exceeding \$500,000 (or \$1 million for construction contracts), Contractor must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2 hereto. The Subcontracting Plan for these Contracts must include provisions for implementing the requirements of Exhibit 2.

(i) Exception: Small Business and Small Disadvantaged Business Subcontracting Plans are not required for small business contractors, personal service contracts, media contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing Contracts which have no potential for Subcontracting.



- 9.1.3 Contractor shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all Subcontracts.
- 9.1.4 Each Bidder's Proposal must describe how Bidder will comply with the mandatory requirements of Exhibit 1 if awarded the Work. PG&E will evaluate each Proposal using a formula of weighted and defined criteria that includes the strength of the Bidder's proposed compliance with PG&E's Supplier Diversity Policy. The requirements of Exhibit 1 and the successful Bidder's response will be incorporated into the Contract.

9.2 FEDERAL POLICY

9.2.1 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REGULATIONS POLICY: During the performance of this Contract and to the extent they may be applicable, Contractor 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 60-250.5.a: Equal Opportunity Clause.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300.5.a: Equal Opportunity Clause.
- Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741.5.a: Equal Opportunity Clause.

9.2.2 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.

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

9.4 SUPPLIER CODE OF CONDUCT: CONTRACTOR, 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. The Supplier Code of Conduct requires that Contractor and each of its Subcontractors demonstrate a strong commitment to compliance, ethics, sustainability and supplier diversity as a foundation to successful business. Contractor must complete its Work for PG&E in full compliance with the Supplier Code of Conduct, as it may be modified from time to time. Contractor shall access, read and comply with PG&E's Supplier Code of Conduct and shall make it available to its Subcontractors and suppliers. The Supplier Code of Conduct is available at PG&E's website, [www.PGE.com](http://www.PGE.com), at the 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). For the avoidance of doubt and notwithstanding the foregoing or the terms of the Supplier Code of Conduct, Contractor is only required to enforce the Supplier Code of Conduct internally and amongst its Subcontractors.

9.5 CONFLICT OF INTEREST AND BUSINESS ETHICS

9.5.1 REASONABLE CARE: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PG&E's

interest. PG&E acknowledges that Contractor may, from time to time, purchase media from its affiliated companies, Novus, OMnet, and Accuen. In addition, PG&E acknowledges that for digital ad serving and ad trafficking services, Contractor may utilize the services of Platform Logistics, an affiliated company. Unlike a typical media services model, where media is billed to the client at the net cost and a commission or other fee is charged, these companies generally operate under a model where they purchase advertising and advertising services, sometimes at discounted rates, and sell it at a markup. In that regard, these companies are essentially acting as any other Vendor with which Contractor would be dealing on PG&E's behalf and their costs will be approved in writing in advance by PG&E via media authorization forms.

- 9.5.2 OTHER EMPLOYMENT: During the term of this Contract, Contractor or its employees will not accept any employment or engage in any work which creates a conflict of interest with PG&E or in any way compromises the Work to be performed under this Contract.
- 9.5.3 GIFTS: Contractor or its employees shall not offer or cause to be offered gifts, entertainment, payments, loans and/or other services, benefits or considerations of more than a nominal value to PG&E's employees, their families, vendors, Subcontractors and other third parties.
- 9.5.4 ACCURATE DOCUMENTATION: All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of PG&E.
- 9.5.5 NOTIFICATION: The Contractor shall promptly notify PG&E of any and all violations of this clause upon becoming aware of such violation.
- 9.6 AVAILABILITY OF INFORMATION: Contractor shall keep accurate records and books of accounts, and shall preserve and make available such records and books of accounts, in accordance with the requirements of Exhibit 6, Audit Rights, attached hereto and incorporated herein.
- 9.7 INJURY AND ILLNESS PREVENTION PROGRAM: In the performance of the Work under this Contract, Contractor acknowledges that it 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. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract shall also have an effective Injury and Illness Prevention Program. The person with the authority and responsibility for implementing and administering Contractor's Injury and Illness and Prevention Program shall execute the Compliance Certificate, Exhibit 3, attached hereto and incorporated herein.
- 9.8 PG&E DRUG AND ALCOHOL POLICY: 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 a drug and alcohol policy for access to PG&E facilities by its Contractor and Subcontractor personnel. If any personnel of Contractor or its approved Subcontractors perform any Work at PG&E offices and/or other PG&E facilities, Contractor shall comply with PG&E's Drug and Alcohol Abuse and Testing Policies, attached hereto and incorporated as Exhibit 4.
- 9.9 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 or services 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.

- 9.10 WORK ON PG&E OR PG&E CUSTOMER PROPERTY: The following provisions shall apply if the Work requires Contractor, its Subcontractors or Vendors or other individuals at its direction and control and instructed by Contractor to perform Work (collectively, "Personnel") and have access to PG&E premises that requires them to be unescorted or to have a security badge, to have access to customer property, or logical access to PG&E computer systems requiring LAN ID's to be able to log in, or to obtain PG&E human resource data (collectively, "Access").

9.10.1 CRIMINAL BACKGROUND CHECKS:

- (i) Contractor warrants and represents that it will not assign any Personnel to work requiring Access unless Contractor has performed a criminal background check on each such individual (either at the time of hiring or during the course of employment). Prior to assigning work requiring Access to any Personnel with one or more criminal convictions during the last seven years, Contractor must consider the gravity of the individual's offense, the time since the conviction, the successful completion of parole/probation, the individual's age at the time of conviction, the number of convictions, and the stability of the individual, including favorable work history. Contractor shall also consider the relation of the offense to the nature of the work the individual will perform.
- (ii) 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.
- (iii) Contractor shall maintain documentation related to its criminal background check investigation for all Personnel requiring Access and make it available to PG&E for audit if requested pursuant to the audit provisions of this Contract.
- (iv) Contractor also agrees to notify PG&E if any of its Personnel requiring Access are charged with or convicted of a Serious Offense during the course of a PG&E assignment.

9.10.2 FITNESS FOR DUTY: Contractor shall ensure that its Personnel granted Access report to work 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 supplier to have policies in place that requires their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness. As a federal contractor, PG&E does not recognize nor allow work to be completed under the influence of marijuana, whether or not is it used for medical reasons.

9.10.3 ELIGIBILITY FOR PG&E WORK: When assigning any Personnel to perform Work requiring Access, Contractor shall submit each person's full name and the last four digits of their social security number to PG&E at the following e-mail address: [RecruitingOperations@pge.com](mailto:RecruitingOperations@pge.com). PG&E reserves the right to decline to accept any proposed Personnel by providing a reasonable basis to Contractor for such disapproval, in which case Contractor shall promptly propose a replacement.

- 9.11 NERC REQUIREMENTS: To the extent applicable and pursuant to a directive from the North American Electric Reliability Corporation (NERC), all employees and contractors

with unescorted access to facilities and functions that PG&E deems critical to the support of the electricity infrastructure ("Critical Facilities") shall undergo employment background screening and training prior to being granted access to these PG&E facilities. To the extent applicable to the Work, Contractor shall comply with the requirements of Exhibit 7, NERC Requirements, attached hereto and incorporated herein

- 9.12 DOCUMENT RETENTION AND PRODUCTION REQUIREMENTS: PG&E is committed to maintaining its documents and records so as to satisfy applicable legal, contractual and regulatory requirements and PG&E's on-going 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. Contractor agrees to comply with the requirements of Exhibits 5 and 5A, attached hereto and incorporated by reference.

## 10.0 GENERAL PROVISIONS

### 10.1 AMENDMENTS, SUBCONTRACTS AND ASSIGNMENTS

10.1.1 AMENDMENT: No provision of the Contract will be deemed amended or waived by either Party without prior written approval in the form of a signed Contract Change Order. No oral statement will modify or otherwise affect the terms and conditions set forth herein.

10.1.2 SUBCONTRACTS: Contractor shall not enter into Subcontracts and no Subcontractor shall be permitted to perform Work without the prior written approval of PG&E, which approval shall not be unreasonably withheld, conditioned or delayed. PG&E's approval of any Subcontract shall not relieve Contractor of its obligations to PG&E under this Contract. Contractor's obligations under this Contract shall apply to any Subcontract, and Contractor shall be responsible to PG&E for any damages to PG&E arising out of Subcontracts not in accordance with this Contract. Except as expressly set forth in the Contract, nothing in the Contract or any subcontract shall create any direct contractual relations between a Subcontractor and PG&E.

10.1.3 ASSIGNMENT: PG&E may not assign its rights or delegate its duties under this Contract, directly or indirectly, by operation of law or otherwise, without the Contractor's prior approval or written consent, and PG&E remains obligated to pay for services rendered up to the effective date of such assignment. Contractor may not assign its rights or delegate its duties under this Contract, directly or indirectly, by operation of law or otherwise without PG&E's prior written consent, except that Contractor may assign to Contractor's corporate affiliate in which Contractor holds a majority interest where Contractor and affiliate remain obligated under this Contract. A Party shall not unreasonably withhold, condition or delay its consent. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any purported assignment of rights or delegation of duties in violation of this section is void.

- 10.2 COMPLIANCE WITH LAWS: Each Party shall comply with all applicable federal, state and local laws, rules and regulations, including CPUC Decision 13-12-038, and all subsequent CPUC decisions relating to statewide marketing, outreach, and education, and each Party shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Work called for in this Contract; provided, however, that in the course of rendering Services, Contractor shall have the right to rely and act on any written guidance, opinion, policies or approval of PG&E and its regulatory and/or legal advisors with respect to laws specifically applicable to the energy industry, and where Contractor reliance or action is taken or done in good faith reliance on such written guidance, opinion, policies or approvals, it shall not be deemed a breach or violation of the provisions of this Contract. PG&E shall review all materials prepared by Contractor

under this Contract to confirm that descriptions and representations, with respect to PG&E's organization, products, and services, are accurate and supportable and that such descriptions and representations are in compliance with all legal and regulatory requirements. PG&E shall furnish Contractor with adequate substantiation for all such descriptions describe in this paragraph or representations as Contractor may reasonably request. Each Party shall comply with all environmental and endangered species requirements and shall conduct its operations in a manner that complies with applicable programs and permits.

- 10.3 REPORTING: In accordance with Section 7912 of the California Public Utilities Code, Contractor agrees to report annually to PG&E the number of California residents employed by Contractor, calculated on a full-time or full-time equivalent basis, who are personally providing services to PG&E.
- 10.4 CHOICE OF LAWS: This Contract shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Contract which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court of competent jurisdiction situated in the State of California.
- 10.5 DISPUTE RESOLUTION
- 10.5.1 EXECUTIVE NEGOTIATIONS: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiations between a vice president of PG&E or his or her designated representative and an executive of similar authority of Contractor. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Within 20 days after delivery of such notice, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.
- 10.5.2 MEDIATION: If the matter has not been resolved within 30 days of the first meeting of the executives, either Party may at any time thereafter request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with experience mediating complex commercial disputes. If the matter has not been resolved with 60 days after the request for mediation, then either Party may initiate litigation.
- 10.5.3 Except as otherwise expressly provided in this Contract, each Party shall continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.
- 10.5.4 CONFIDENTIALITY OF DISPUTE RESOLUTION PROCESS: All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.
- 10.5.5 PRELIMINARY INJUNCTION: Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
- 10.6 NON-WAIVER: The waiver by either Party of any breach of any term, covenant or condition contained in this Contract, or any default in the performance of any obligations under this Contract, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

- 10.8 CAPTIONS AND HEADINGS: Section, paragraph, and other headings contained in this Contract are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent or intent of this Contract or any provision.
- 10.9 ENFORCEABILITY: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, PG&E and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.
- 10.10 INTEGRATION: This Contract constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Contractor and PG&E, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Contractor nor PG&E shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.
- 10.11 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, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

## EXHIBIT 1

### PG&E'S SUPPLIER DIVERSITY POLICY

CONTRACTOR AND SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLIER DIVERSITY POLICY IN THE AWARD OF ALL SUBCONTRACTS. This policy requires that Small, Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs), and Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBEs) shall have the maximum practicable opportunity to participate in the performance of Work.

1. Contractor shall provide a copy of this Exhibit 1 to each prospective Subcontractor.
2. Women and Minority-owned Business Enterprises (WMBEs) must be verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156. Disabled Veteran-owned Business Enterprises (DVBEs) must be verified pursuant to the procedures prescribed by the Department of General Services. LGBTBEs must be verified pursuant to the procedures prescribed by The National Gay & Lesbian Chamber of Commerce®.
3. Contractor shall provide a separate, signed prime supplier plan (Exhibit 1A – List of Subcontractors and Disbursement Plan) consisting of a specific list of Subcontractors that will participate in the performance of the Work. Contractor shall also provide a statement setting forth (i) the Contractor's goals for WMDVBE and LGBTBE Subcontracting of all tiers and (ii) a description of the additional good faith efforts the Contractor and Subcontractors will employ to increase the participation of WMDVBE and LGBTBEs in the performance of the Work.
4. No later than the 10<sup>th</sup> of each month, Contractor shall submit its Subcontracting spend with WMDVBE- and LGBTBE-owned suppliers using PG&E's electronic reporting system located at the following address: <https://cvmas10.cvmsolutions.com/pge/default.asp>
  - a. To establish a User ID, Contractor shall submit a request via email to the following e-mail address: PVB1@pge.com.\_
5. In addition, for Contracts exceeding \$500,000 (or \$1 million for construction contracts), the Contractor must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2. The Prime Supplier Plan for these Contracts must include provisions for implementing the terms of this Exhibit 1.
  - a. Small Business and Small Disadvantaged Business Prime Supplier Plans are not required for small business contractors, personal service contracts, media contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing contracts which do not contain Subcontracting potential.
  - b. For all PG&E contracts, the Contractor shall act in accordance with the Prime Supplier Plan in the performance of the Work and in the award of all Subcontracts.
6. The **Supplier Diversity Subcontracting Goal** for this Contract (including any Contract Work Authorizations) is **7%** of a mutually agreed budget. Contractor shall report its supplier diversity goal as Contractor's spend with verified WMDVBE and LGBTBE Subcontractors on PG&E Work under this Contract.
7. It is agreed by the Parties that the Supplier Diversity Subcontracting Goal is a goal and not a mandatory minimum, and failure to meet the Goal shall not be deemed a breach of this Contract.



**List of Subcontractors and Disbursement Record**

**EXHIBIT 1-A**

Prime Contractor/Supplier:			Name of Preparer:		
PG&E Contract Number (if any):			Telephone: (        )		
PG&E Project/Product:			E-Mail:		
Contract Duration (Year):		From:	To:	Total Bid Value . Same as (9) below:	

Name of Subcontractor (1)	WMDVBE /LGBTBE Status Code* (2)	V** (3)	NV*** (4)	Address (5)	Description of Work (6)	Estimated Amount to be Paid to Subcontractors (7)

\* Refer to Instructions/Codes/Definitions on page 2.  
 \*\* V = Subcontractor is a verified WMDVBE or LGBTBE  
 \*\*\* NV = Subcontractor is not a verified WMDVBE or LGBTBE

(8)	Estimated Total Amount to be Paid to All Verified WMDVBE and LGBTBE Subcontractor(s):	
(9)	Total Bid Value:	
(10)	Estimated Percentage to be Paid to All Verified WMDVBE and LGBTBE Subcontractor(s) (8÷9):	

**Certification Agencies:**  
 WMBE: CPUC Clearinghouse :  
 DVBE: Department of General Services  
 LGBT: National Gay and Lesbian Chamber of Commerce (NGLCC)

Signature: \_\_\_\_\_ / Date

I hereby verify that the listed information is true and accurate to the best of my knowledge.

The successful bidder(s) will be expected to register and report all monthly subcontracting spending with verified WMDVBE and LGBTBE subcontractors for the duration of the contract at: <https://cvmas10.cvmsolutions.com/pge/default.asp>



**STEP-BY-STEP INSTRUCTIONS**

Complete column numbers 1-10 and return this form with your bid proposal . .

- (1) Include the complete name of the subcontractor.
- (2) Indicate the Subcontractor's minority code (see definitions and codes below).
- (3) Place a "V" in the box if the Subcontractor is a **verified** W MBE, DVBE, or LGBT supplier by the applicable certification agency (see above).
- (4) Place a "NV" in the box if the Subcontractor is **not verified by the applicable certification agency (see above)**.
- (5) Include the address, city, state and zip of the Subcontractor.
- (6) Describe the work that the Subcontractor will be performing.
- (7) Indicated the estimated amount to be paid to each Subcontractor for the duration of the contract.
- (8) Indicate the estimated total amount to be paid to all **verified** Subcontractors for the duration of the contract.
- (9) Indicate the proposed bid value.
- (10) Indicate the percentage of the bid value to be paid to all verified Subcontractors. Divide the estimated dollars to be paid to all **verified** WMDVBE and LGBT Subcontractors by the total bid value.

**DEFINITIONS AND CODES**

- WBE** Women Business Enterprise: A business enterprise that is at least 51 percent owned by a woman or women, or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more of those individuals
- MBE** Minority Business Enterprise: A business enterprise that is at least 51 percent owned by a minority group or groups, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority-group individuals, and whose management and daily business operations are controlled by one or more of those individuals.
- DVBE** The same meaning as defined in subdivision (g) of the Military and Veterans Code and must meet the "Control" criteria. An enterprise which is 51 percent owned by a California Service Disabled , or the stock is 51 percent owned, by one or more disabled veterans, and whose management and daily operations are controlled by one or more of those individuals
- LGBT** A business enterprise that is at least 51 percent owned by a Lesbian, Gay, Bisexual, Transgender Enterprise (LGBTBE), or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more LGBTBE and whose management and daily business operations are controlled by one or more of those individuals.

Minority Codes:

001 African American Male	002 African American Female	003 Asian Pacific American Male	004 Asian Pacific Female
005 Native American Male	006 Native American Female	007 Hispanic American Male	008 Hispanic American Female
009 Caucasian Male	010 Caucasian Female	011 Multi-Status/Other Male	012 Multi-Status/Other Female
013 Small Business Enterprise	014 Service Disabled Business Enterprise	015 Do Not Use	016 Handicapped
017 Gay, Lesbian, Bisexual Transgender – Male		018 Gay, Lesbian, Bisexual Transgender - Female	

- African Americans** Persons having origin in any black racial group of Africa
- Asian Pacific Americans** Persons having origins in Asia or the Indian Subcontinent, including, but not limited to, persons from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh.
- Native American** Persons having origin in any of the original peoples of North America or the Hawaiian Islands, in particular, American Indians, Eskimos, Aleuts, and Native Hawaiians
- Hispanic Americans** Persons of Mexican, Puerto Rican, Cuban, South or Central American, Caribbean, or other Spanish culture or origin
- Caucasian** Includes all people of European and North African descent.
- Multi-Status** An enterprise that is wholly owned and controlled by a combination of minorities or women but whose majority ownership (at least 51%) is not vested with any one of these individuals.
- Other Groups** Groups whose members are found to be socially and economically disadvantaged by the Small Business Administration pursuant to Section 8 (d) of the Small Business Act as amended (15 U.S.C. 637 (d), or by the Secretary of Commerce pursuant to Section 5 of Executive Order 11625.
- Small Business Enterprise** A business defined pursuant to Section 3 of the Small Business Act (SBA) and relevant regulations pursuant thereto. If unsure, please contact your local Small Business Administration office for clarification.

## EXHIBIT 2

### POLICY REGARDING UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

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

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

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

**EXHIBIT 3**

**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 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 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 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<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 10 days for regulatory, CPUC, safety, audit and/or litigation requirements;
  - b. The parties may agree 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 5A**

**DOCUMENT AND DATA LIST**

If Section 1(a) of Exhibit 5 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 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 all of the following Contractor records in Contractor's possession or under Contractor's control:

Records relating to the ordering and payment of production, media costs, research and other third-party services which are billed to PG&E;

Time sheets to verify hours worked per employee on EUC;

Billing reports to verify hourly rates charged accurately per rates laid out in agreed upon SOW; and

ADP active employee reports to confirm active employees (collectively "Records").

2. AVAILABILITY OF RECORDS. Contractor shall preserve and make available its "Records for a period of three years from the date of their creation. 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 no less than 30 days' prior written notice, PG&E, through a certified, independent accounting firm or media auditor that signs a Contractor-provided non-disclosure agreement and whose fee shall not be determined on a contingency basis shall have the right to audit, at PG&E's sole cost and expense, at a mutually agreed upon time during normal business hours, the items and costs described in this Section, including without limitation, Contractor's Records, except that under no circumstances shall PG&E's third party auditor have access to Contractor's payroll (including salary information), overhead, profit or loss records, balance sheet records or records of other clients. Contractor shall not be obliged to allow such access more than once during any 12 month period. 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/ERRORS. 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. If errors, irregularities, inaccuracies, mistakes or the like ("Errors") are discovered by audit or other means, adjustments to do a true-up shall be done accordingly and will be retroactive to the effective date of the Error and overpayments refunded to PG&E.

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



## **Exhibit 7**

### **NERC REQUIREMENTS**

Where applicable and pursuant to a directive from the North American Electric Reliability Corporation (NERC), all employees and contractors with unescorted access to facilities, systems and functions that PG&E deems critical to the support of the Bulk Electric System ("Critical Facilities and/or Critical Systems") shall undergo employment background screening and training prior to being granted access to these PG&E facilities and/or systems. Contractor hereby agrees to perform background checks ("Personnel Risk Assessments" or "PRA's") on all Contractor and Subcontractor personnel ("Individuals") with unescorted access. PG&E has included in the category of those with unescorted access all Individuals working within PG&E Critical Facilities and/or Critical Systems. Contractor shall perform the following background check and comply with the following provisions for any Work subject to the NERC requirements for unescorted access. The background check can have no findings for any of the criteria (i.e., an acceptable background check):

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); (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 (ii) above, the Individual has resided for six consecutive months or more.

1. After performing an acceptable background check for each Individual with unescorted access, 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 each Individual on assignment to PG&E prior to the Individual being granted unescorted access. PG&E may request that Contractor provide a copy of complete Personnel Risk Assessment ("PRA") results at the time the Personnel Risk Attestation Form is submitted.
2. Contractor shall require that each Individual with unescorted access 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. 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.
3. After Contractor certifies to PG&E completion of the requirements set forth in paragraphs 1-3 above, PG&E will issue each Individual a keycard to access the designated PG&E facility to which they are assigned and/or logical access to the designated Critical System to which they are assigned. PG&E will deny access to Critical Facilities and/or Critical Systems to any Individual for whom Contractor has not certified completion of the requirements set forth in paragraphs 1-3 above.
4. Every seven years, Contractor shall perform NERC background screening as described herein for each Individual on continuing assignment to work at PG&E Critical Facilities and/or Critical Systems.
5. Contractor shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each Individual assigned to PG&E Critical Facilities and/or Critical Systems for a minimum of seven years.
6. PG&E will 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.
7. In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless PG&E for any penalties assessed against PG&E (including but not limited to penalties assessed against PG&E by the Western Electricity Coordinating Council (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: \_\_\_\_\_

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

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

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 (incl. past 7 years residency check)

\_\_\_\_\_ Federal Criminal Search – Past 7 years, all names off the social trace

\_\_\_\_\_ Managed Adjudication Standard

\_\_\_\_\_ Prohibited Parties

\_\_\_\_\_ SSN Trace

\_\_\_\_\_ SSN Validation

\_\_\_\_\_ Statewide Criminal Search

By completing and signing this form, Vendor 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 Vendor for a minimum of 7 years following the end of the Vendor'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/Vendor contract, to ensure compliance with the requirements designated in the certification and contract.

**I certify that I am authorized to sign on behalf of the aforementioned Vendor.**

Vendor Representative Signature: \_\_\_\_\_

Vendor Representative Name: \_\_\_\_\_

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

## EXHIBIT A

### ESCALATED COMPLAINTS / SAFETY INCIDENTS

The safety and well-being of employees (contractor/ PG&E), Customers and the general public are of paramount concern in the Program. Prompt and complete communication between PG&E's Contractor, and/or its subcontractors is a fundamental part of addressing this concern. This policy and requirements applies to Contractor and is applicable to any and all subcontractor(s) delivering such Program on its behalf.

#### **Contractor/ Subcontractor's Actions & Responsibilities**

The Contractor must adhere to all Contract Terms and Conditions related to Safety as identified in Section 2.6, Importance of Safety, and Exhibit 4, PG&E Drug and Alcohol Abuse and Testing Policies of these General Conditions, as well as adhere to the Safety and Performance Standard as defined in the PG&E *Safety & Performance Fundamentals Handbook* and subsequent updated. Contractor will be responsible to immediately notify PGE's program management verbally and in writing of any incident or alleged incident relating to any work or incident of any type that is violates these standards.

Contractor must comply with notification, reporting and corrective actions and timelines as outlined in Notification and Actions Process for any incident or alleged incident where the incident constitutes or may constitute:

- A complaint (verbal or otherwise) by a Customer, employee or member of the general public regarding the misconduct or an inappropriate act by any Contractor employee;
- A violation of [PG&E's Contractor, Consultant and Supplier Code of Conduct](http://www.pge.com/b2b/purchasing/), as available and periodically updated on PGE's website (<http://www.pge.com/b2b/purchasing/>) and any amendments thereto;
- Improper conduct by a Contractor's employee including conduct which reflects or may reflect poorly on the reputation of Contractor and PG&E.
- A serious accident, including but not limited to an accident involving emergency services such as police and fire personnel;
- Actual, suspected or alleged criminal activity;
- A situation which places the safety of any employee, Customer or the general public at risk (with or without injuries); or
- A situation which has the potential to expose the Contractor or PG&E to liability due to the negligence or other legally actionable conduct of a Contractor's employee.

The above list is provided only as a guide and if there is any doubt as to the applicability of this section, Contractor shall include such incident to comply with this policy/procedure.

A contractor's violation of this provision may subject the contractor to penalties or other actions including, but not limited to the loss current contracted work or termination of the contract at PG&E's sole discretion.

For clarity, this Exhibit is in addition to other provisions of the Contract and Program policies (as may be amended from time to time) relating to the conduct of contractor employees.

#### **Contractor Actions & Responsibilities, as applicable:**

Upon receipt of any safety violation covered above from any source, Contractor will:

1. Immediately review the issue and
2. Notify PG&E verbally of the violation
3. Determine if the safety violation is a continuing or potential threat to any PG&E Customer, employee or anyone in the general public. Examples:

- a. If there is a threat, Contractor will immediately stop any work related to the actions involved or related to the safety violation.
  - b. If no such threat exists Contractor will quickly review the record, and begin preparing a root cause analysis.
  - c. If immediate corrective actions are apparent these methods will be implemented.
  - d. Contractor will then notify PG&E in writing of the details of the complaint
4. Conduct an investigation in all cases.
    - a. In all cases, Contractor will try to discover the root cause of the incident.
    - b. Review its safety database for previous related issue or violations
    - c. Review and suggest corrective actions to be implemented with the PG&E Program Manager, who may engage PG&E's Safety department for assistance.
    - d. Determine how long the employee has worked in the program and any other pertinent information.
5. Present a written report to PG&E
    - a. Describe the incident
    - b. Describe the results of Contractor' investigation
    - c. Present recommendations to PG&E for consideration
6. Carry out whatever action is required as a result of these considerations.

## EXHIBIT B

### CONFIDENTIALITY AND DATA SECURITY

1. Pursuant to Section 5.3, PG&E and Contractor intend the Work and Services to be performed without the disclosure or receipt of PG&E Data (as defined in Section 6 below) by Contractor. PG&E shall not disclose any PG&E Data to Contractor or any of its subcontractors, employees or agents without prior written notice to Contractor and prior written agreement of Contractor.
2. Neither party shall disclose Confidential Information as defined in Section 5.3.2 or otherwise make it available to any other person, including any affiliate of PG&E that produces energy or energy-related products or services or any subcontractor, agent or non-employee of Contractor, without prior written notice to the receiving party and the prior written approval of the disclosing party. When and where applicable should the parties agree that Contractor will handle PG&E Data, then, in addition to the requirements set out in Section 5.3, Confidentiality, of these General Conditions, Contractor shall comply with the following additional terms of this Exhibit B (Confidentiality and Data Security) regarding the handling of Confidential Information and PG&E Data from PG&E or its Customers.
3. **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 7 (Non-disclosure and Use of Information Agreement ["NDA"]) or a substantially similar NDA that meets the same requirements. Prior to starting said Work or services, Contractor shall promptly furnish the original signed non-disclosure agreements to PG&E.
4. **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. reasonable 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 that is aligned with the industry best practices such as ISO 27001.
5. **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, upon PG&E request, provide PG&E with documentation satisfactory to PG&E that it has undertaken Security Measures.
  - b. Contractor and PG&E agree to meet periodically at times mutually agreeable by the parties, 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, including but not limited to NIST and NERC/CIP, 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, with thirty days advanced written notice, which such notice shall contain a formal scope of audit and/or assessment, Contractor shall assist PG&E by allowing the review at the Contractor's premises in the presence of authorized security personnel of any report that documents Contractor's Security Measures.
6. 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 review such findings and come to a mutually agreed course of remediation. If Contractor has not cured the deficiencies within sixty (60) calendar days, PG&E may cancel this Contract for cause in accordance with Section 8.2 of these General Conditions.

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

- a. all data or information provided by or on behalf of PG&E, 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 Participating Customers through the Program.
7. 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 undergo PG&E's Vendor Security Review process. Contractor may receive PG&E Data if Contractor receives a risk rating of 3, 2 or 1 from PG&E at the conclusion of the PG&E Vendor Security Review process. If Contractor receives a risk rating of 4 or 5 from PG&E, Contractor may not receive PG&E Data until such time Contractor receives a risk rating of 3, 2 or 1.
8. 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 B, Confidentiality and Data Security, and Exhibit C, Non-Disclosure and Use of Information Agreement.

9. SECURITY BREACH: Contractor shall notify PG&E in writing within forty-eight (48) hours of Contractor's confirmation of any unauthorized access or disclosure of PG&E 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 PG&E 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 as it relates to the unauthorized disclosure of PG&E Confidential Information and/or PG&E Data; (ii) the potential number of individuals affected by the security breach; (iii) the PG&E 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 PG&E Confidential Information and/or PG&E Data. Contractor agrees to provide, at Contractor's sole cost and expense, legally required 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.
  - c. If required by law, Contractor will notify the potentially affected persons regarding such breach or potential breach within the statutorily required time period and in a form as specifically approved in writing by PG&E. In addition, in no event (unless legally required) shall Contractor issue or permit to be issued any public statements regarding the security breach involving PG&E Confidential Information and/or PG&E Data unless PG&E requests Contractor to do so in writing.
10. RIGHT TO SEEK INJUNCTION: Contractor agrees that any breach of this Exhibit B (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 seek, 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 convenience.
11. 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; provided that PG&E will use commercially reasonable efforts to ensure the confidentiality of pricing information.
  - b. PG&E may be required, or may deem it to be in the best interest of the Program, to disclose to other IOUs certain Program information (excluding any pricing information).

12. 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 Agreement if it complies with an order of such court or governmental authority to disclose such Confidential Information and/or PG&E Data.



**EXHIBIT C**

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

THIS AGREEMENT 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 for PG&E, the Recipient will be given access to certain Confidential Information, which includes (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 Contractor in connection with this Contract, either during the Term or prior to the Term 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 such confidential information of any third party disclosing such confidential information to PG&E or Contractor in the course of such third party's employment, engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies and (d) PG&E Data as defined in Exhibit B, 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. The Recipient agrees that all such Confidential Information:
  - a. Shall be used only for the purpose of providing Work or services for PG&E; and
  - 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 Agreement 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 Agreement, 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 Agreement 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: \_\_\_\_\_

## EXHIBIT D

### CUSTOMER SATISFACTION

#### **Contractors and/ or its Subcontractors (hereinafter "Contractor") Actions & Responsibilities:**

Contractor shall perform their obligations under the Contract in order to ensure that all PG&E Customers have a positive experience, including but not limited to those who participate in the Program.

1. Contractor shall locate, recruit, train and oversee the personnel and resources required and provide them with materials, training, processes and procedures to assure consistent, high quality and well documented implementation of the Program.
2. Contractor agrees to maintain sufficient staffing levels to cause all Work to be performed within the time frames specified in the Contract and applicable Statement of Work. Contractor shall assign experienced personnel qualified at the appropriate level of expertise required to perform the Work so assigned. Contractor guarantees the performance of Performing Entities (Suppliers, Sub-Suppliers, Contractors, Subcontractor, Consultants, etc.) performing any part of Contractor's obligations hereunder, and any breach of this Contract by Contractor's personnel constitutes a breach by Contractor. All personnel shall be subject to the direction, supervision, and control of Contractor. Contractor agrees that Contractor is solely responsible for any acts or omissions of Performing Entities while performing Work.
3. Contractor shall respect the rights of the general public, and PG&E Customers, at all times. Contractor shall at all times be courteous to all PG&E Customers affected by the Work performed under this Contract as well as all members of the general public. The Contractor shall ensure that the conduct of the employees is of a professional manner, and shall not allow its employees to smoke, play radios, use profanity, use abusive language, or display gestures which could be interpreted by the PG&E Customer or the general public as offensive or obscene.
4. Conflicts between the general public and PG&E Customers and the Contractor will not be tolerated. If, in the opinion of the PG&E Program Manager, the Contractor or its employees is unsatisfactory or unfit, Contractor's Representative shall remove immediately said employee from performing any Work under this Contract. It is understood that this provision in no way requires the Contractor to terminate the employment of any employee replaced under the terms of this section. Nor, by the terms of this section, does PG&E expressly or impliedly endorse or approve the termination of employment with the Contractor of any employee replaced under the terms of this section.
5. Due to the ongoing relationship between PG&E and its Customer, Contractor shall perform all Work in a timely, conscientious and businesslike fashion with a minimum of delays and disputes. Contractor shall resolve any disputes with Customers in accordance with the provisions of Section 6.0 of the Specific Conditions. **TIME IS OF THE ESSENCE UNDER THIS CONTRACT.**
6. **Cleaning Up:** With respect to its operation, Contractor shall maintain all worksites and related structures, equipment, and facilities in a clean, orderly condition during progress of the Work and clean up debris to the reasonable satisfaction of PG&E and Customer. Any unused or leftover materials, garbage and debris shall be promptly removed from Customer's site by Contractor and disposed of at Contractor's expense.
7. Contractor shall abide by all local, state, and federal laws and regulations, including but not limited to Permit and EVA.
8. Contractor shall ensure that an adult (18 years or older), must be present at all times during which the Contractor is on the Customer's premises or in a Customer's Home where a minor is present. The absence of an adult at a Customer's Home shall constitute a Customer "CGI (Cannot Get In)". In such a case, Contractor shall not begin Work. Instead, Contractor shall leave Customer's Home immediately. If an adult is initially present at a Customer's premises but leaves after Contractor has begun Work, Contractor shall cease Work immediately and vacate the premises.

# Attachment 4

Pricing

(Confidential Document)

## **Attachment 5**

**Declaration Supporting Confidential Designation on behalf of PG&E**

**DECLARATION SUPPORTING  
CONFIDENTIAL DESIGNATION  
ON BEHALF OF  
PACIFIC GAS AND ELECTRIC COMPANY**

1. I, Robert S. Kenney, am a/the Vice President of Pacific Gas and Electric Company (“PG&E”), a California corporation. My business office is located at:

Pacific Gas and Electric Company  
77 Beale Street  
Mailstop B10C  
San Francisco, CA 94105

2. PG&E will produce the information identified in paragraph 3 of this Declaration to the California Public Utilities Commission (“CPUC”) or departments within or contractors retained by the CPUC in response to a CPUC audit, data request, proceeding, or other CPUC request.

Name or Docket No. of CPUC Proceeding (if applicable): A.12-08-007

3. Title and description of document(s): In the attached contract between PG&E and DDB San Francisco, for the elater to serve as implementer for the 2017-2019 SW ME&O program cycle: Attachment 1, entitled “Contract (cover page),” page 1, contract amounts; Attachment 2, entitled “Statement of Work,” budget table at page 18; Attachment 3, General Conditions, individual’s names in section 5.3.8; Attachment 4, entitled “Pricing,” in its entirety.
4. These documents contain confidential information that, based on my information and belief, has not been publicly disclosed. These documents have been marked as confidential, and the basis for confidential treatment and where the confidential information is located on the documents are identified on the following chart:

**Check**

**Basis for Confidential Treatment**

**Where Confidential Information is located on the documents**

Customer-specific data, which may include demand, loads, names, addresses, and billing data  
(Protected under PUC § 8380; Civ. Code §§ 1798 *et seq.*; Govt. Code § 6254; Public Util. Code § 8380; Decisions (D.) 14-05-016, 04-08-055, 06-12-029; and General Order (G.O.) 77-M)

Personal information that identifies or describes an individual (including employees), which may include home address or phone number; SSN, driver's license, or passport numbers; education; financial matters; medical or employment history (not including PG&E job titles); and statements attributed to the individual  
(Protected under Civ. Code §§ 1798 *et seq.* and G.O. 66-C)

Physical facility or cyber-security sensitive data or critical energy infrastructure information (CEII), as defined by the regulations of the Federal Energy Regulatory Commission at 18 C.F.R. § 388.113  
(Protected under Govt Code § 6254(k), (ab); 6 U.S.C. § 131; 6 CFR §29.2)

Accident reports  
(Protected under PUC § 315 and G.O. 66-C, 2.1)

Commercial records that, if revealed, would place PG&E at an unfair business disadvantage, including market-sensitive data; business plans and strategies; long-term fuel buying and hedging plans; price, load, or demand forecasts; power purchase agreements within three years of execution; and internal financial information  
(Protected under Govt Code §§ 6254, 6276.44; Evid Code § 1060; Civ. Code § 3426 *et seq.*; and G.O. 66-C, 2.2 (b))

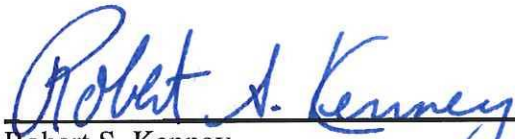
Please see location of confidential information in response to question 3.

Proprietary and trade secret information or other intellectual property  
(Protected under Civ. Code § 3426 *et seq.*; Govt Code § 6254.15)

Please see location of confidential information in response to question 3.

<input type="checkbox"/>	Corporate financial records (Protected under Govt Code § 6254.15)
<input type="checkbox"/>	Third-Party information subject to non-disclosure or confidentiality agreements (See, eg., D.11-01-036)
<input type="checkbox"/>	Other basis: _____ _____ _____

5. The importance of maintaining the confidentiality of this information outweighs any public interest in disclosure of this information. This information should be exempt from the public disclosure requirements under the Public Records Act and should be withheld from disclosure.
6. I declare under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.
7. Executed on this 17th day of October, 2016 at San Francisco, California.

  
 \_\_\_\_\_  
 Robert S. Kenney  
 Vice President, CPUC Regulatory Relations  
 Pacific Gas and Electric Company

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

AT&T	Division of Ratepayer Advocates	Office of Ratepayer Advocates
Albion Power Company	Don Pickett & Associates, Inc.	OnGrid Solar
Alcantar & Kahl LLP	Douglass & Liddell	Pacific Gas and Electric Company
Anderson & Poole	Downey & Brand	Praxair
Atlas ReFuel	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
BART	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
Barkovich & Yap, Inc.	G. A. Krause & Assoc.	SCE
Bartle Wells Associates	GenOn Energy Inc.	SDG&E and SoCalGas
Braun Blaising McLaughlin & Smith, P.C.	GenOn Energy, Inc.	SPURR
Braun Blaising McLaughlin, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Water Power and Sewer
CPUC	Green Charge Networks	Seattle City Light
California Cotton Ginners & Growers Assn	Green Power Institute	Sempra Energy (Socal Gas)
California Energy Commission	Hanna & Morton	Sempra Utilities
California Public Utilities Commission	ICF	SoCalGas
California State Association of Counties	International Power Technology	Southern California Edison Company
Calpine	Intestate Gas Services, Inc.	Spark Energy
Casner, Steve	Kelly Group	Sun Light & Power
Cenergy Power	Ken Bohn Consulting	Sunshine Design
Center for Biological Diversity	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
City of Palo Alto	Linde	TerraVerde Renewable Partners
City of San Jose	Los Angeles County Integrated Waste Management Task Force	TerraVerde Renewable Partners, LLC
Clean Power	Los Angeles Dept of Water & Power	Tiger Natural Gas, Inc.
Clean Power Research	MRW & Associates	TransCanada
Coast Economic Consulting	Manatt Phelps Phillips	Troutman Sanders LLP
Commercial Energy	Marin Energy Authority	Utility Cost Management
Cool Earth Solar, Inc.	McKenna Long & Aldridge LLP	Utility Power Solutions
County of Tehama - Department of Public Works	McKenzie & Associates	Utility Specialists
Crossborder Energy	Modesto Irrigation District	Verizon
Crown Road Energy, LLC	Morgan Stanley	Water and Energy Consulting
Davis Wright Tremaine LLP	NLine Energy, Inc.	Wellhead Electric Company
Day Carter Murphy	NRG Solar	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	Nexant, Inc.	YEP Energy
Dept of General Services	ORA	