



Supplier Clearinghouse Participation Agreement & Affidavit

It is important that you fully understand the terms upon which verification is granted by the Clearinghouse. Verification as a woman, minority, or LGBT-owned business enterprise imposes requirements that must be adhered to during the three-year period the verification is valid ("Verification Period"). Your eligibility to become a verified firm is contingent upon reading the terms set out below and signing this Agreement in the space provided.

I/We acknowledge that my/our application for verification is subject to and contingent upon the following:

1. I/We understand that verification by the Clearinghouse confirms that the ownership, management and control of my/our company meets the eligibility standards set out in General Order 156 and applicable Clearinghouse guidelines. I/We also understand that verification does not constitute an endorsement of my/our company's technical capabilities or guarantee placement on utility bid lists or award of any utility contracts.
2. I/We understand that, if my/our company is verified, the terms of this Agreement will apply during the Verification Period. I/We also understand that FAILURE to disclose and comply with any of the terms below can result in the automatic rejection of my/our verification application or revocation of my/our verification if my/our company is granted verified status by the Clearinghouse.
 - a. I/We agree to submit to the Clearinghouse all documentation that may be requested in order to determine my/our eligibility. This may include, but not be limited to, all documents requested in the VAP and any additional documentation required by the Clearinghouse to clarify statements made in the VAP or that clearly evidence eligibility.
 - b. I/We agree to notify the Clearinghouse within thirty (30) days following any change in the ownership, management or control of my/our company.
 - c. I/We agree that I/we will not knowingly or willfully submit to the Clearinghouse information that is FALSE, MISLEADING OR INCORRECT.
 - d. I/We agree to submit to the Clearinghouse, within the required timeframe, proof of continued eligibility
 - i. Upon expiration of the three-year Verification Period (if verified under the full Supplier Clearinghouse verification procedure); or
 - ii. Upon expiration of certification by a comparable agency (if verified under the Comparable Agency Verification procedure); or
 - iii. Upon receipt of notice from the Clearinghouse that it has made a decision to reinvestigate my/our company's eligibility.
3. I/We understand that the Clearinghouse has the authority to reinvestigate, for good cause, my/our company's eligibility during the Verification Period.
4. I/We agree to cooperate fully with the Clearinghouse in the conduct of on-site field audits, before or after verification, to determine the initial and/or continuing eligibility of my/our company. The field audit may include interviews and examination of business records and any other information deemed necessary by the Clearinghouse.
5. I/We understand that if I/we cancel a scheduled field audit without good cause and without at least four (4) working days advance notice to the Clearinghouse, the Clearinghouse may not be able to schedule a new field audit due to fiscal or other constraints. Therefore, I/we understand that such cancellation may lead to a presumptive denial of verification if the Clearinghouse cannot determine the eligibility of my/our company without conducting a field audit.
6. I/We understand that verification by the Clearinghouse will be automatically revoked if my/our company ceases doing business during the Verification Period.
7. I/We understand that the Clearinghouse has the authority to revoke my/our company/s verification at any time during the Verification Period for good cause, including, but not limited to, failure to comply with any of the terms contained in paragraph 2 of this Agreement.



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8. I/We understand that if my/our company is denied verification, neither its owner(s), officers, nor any key employee may reapply to the Clearinghouse for verification during the twelve (12) months following the date of the final denial by the Clearinghouse. Notwithstanding the above, if my/our company rebuts any denial of verification through the Clearinghouse appeals process and exhausts its administrative remedies at the CPUC, and there has been a real demonstrable change in my/our company's ownership, management, and/or control, my/our company may reapply for verification within the 12- month period.
9. I/We understand that only documents submitted with the application as of the date of my/our affidavit will be considered during the review of the application in response to written requests from the Supplier Clearinghouse.
10. I/We understand that if my/our company elects to appeal a denied verification, that the review of my/our appeal will be based solely on the documents submitted with the original application as of the date of my/our affidavit. I /We understand that the Supplier Clearinghouse will not accept updated, revised, or new documents when reviewing my/our appeal.
11. I/We understand that if my/our company is denied verification and if I/we do not file a complaint with the CPUC within ninety (90) days following the date of final denial by the Clearinghouse, my/our VAP will be deemed closed.
12. I/We understand that the Clearinghouse may release the following information to the public:
 - a. Name of firm, address, and telephone number
 - b. Ethnicity of owner(s) and/or controlling members
 - c. Gender of owner(s) and/or controlling members
 - d. Name of the agency and party that performed a site visit and date of site visit, if applicable
 - e. Name of agency that conducted the verification process
 - f. Product or service categories
 - g. Geographical area
 - h. Type of ownership
 - i. Any additional local requirements met by the enterprise, if applicable
 - j. A record of actions by a participating state or local agency resulting in verification denial or de-verification
13. I/We understand that my/our entire verification file may be made available to other agencies which perform verification, as necessary to comply with the Public Utilities Contract Code Sections 2050 through 2057.
14. I/We understand that, SUBJECT TO THE ABOVE, the Clearinghouse will seek to protect the confidentiality of information submitted as part of the verification application process, including, but not limited to, the application form, supporting documents, and any subsequent information as part of any protest, or verification procedure, to the extent permitted by law and the Agreement with the CPUC. The CPUC cannot be held liable for release of information pursuant to requests from participating utility companies, or parties authorized by the CPUC, or pursuant to any administrative, judicial or regulatory proceedings.

WARNING

Any applicant for Clearinghouse verification who misrepresents or falsifies information or documentation requested in this verification application process is subject to the penalties provided by the Public Utilities Code, Section 8285:

Any person or corporation, through its directors, officers, or agents, which falsely represents a business as a women, minority, disabled veteran, or LGBT business enterprise in the procurement of, or attempt to procure, contracts from an electrical, gas, water or telephone corporation with gross annual revenues exceeding twenty-five million dollars (\$25,000,000), or a commission-regulated subsidiary or affiliate subject to this article, shall be punished by a fine of not more than five thousand dollars (\$5,000), by imprisonment in a county jail for not more than one (1) year or in the state prison, or by both that fine and imprisonment. In the case of corporation, the fine or imprisonment, or both, shall be imposed on every director, officer, or agent responsible for the false statements.



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AFFIDAVIT

I/We, the undersigned, swear that all the information provided by me/us in this application package, including all supporting documentation submitted by me/us, is true and correct. I/We have read Section 8285 of the Public Utilities Code, State of California, contained in the application package, and understand the penalties for violation of this code.

I/We agree to release any documents or information required by the Clearinghouse to determine eligibility. Additionally, the Clearinghouse may conduct an on-site field audit of this business at any time during the application and/or eligibility periods to verify eligibility.

I/We understand further that it is my/our responsibility to notify the Clearinghouse within thirty (30) days of any change of ownership, operation, or control in the business herein applying for Clearinghouse verification. Failure to do so may cause for reapplication and/or determination of ineligibility.

I/We state that I/we are properly authorized for _____ (name of firm) to execute this affidavit.

<i>Name of Qualifying Owner (print)</i>	<i>Signature of Qualifying Owner</i>	<i>Title of Qualifying Owner</i>	<i>Date</i>

ALL QUALIFYING MINORITY, WOMAN, AND LGBT OWNERS OF THE FIRM WHOSE TOTAL OWNERSHIP REPRESENTS AT LEAST 51% OWNERSHIP IN THE FIRM ARE REQUIRED TO SIGN THIS AFFIDAVIT. MULTIPLE AFFIDAVITS CAN BE SUBMITTED FOR DIFFERENT QUALIFYING OWNERS. NON-QUALIFYING OWNERS ARE NOT REQUIRED TO SIGN.

NOTARY

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Stamp

Notary Public

Commission Expires

Note: THIS APPLICATION IS INVALID WITHOUT A NOTARIZED SIGNATURE