STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

February 27, 2015

Advice Letter 3554-G/4567-E

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Subject: General Services Administration Areawide Agreement with the Federal Government in Accordance with G.O. 96-B, Section 8.2.3

Dear Ms. Allen:

Advice Letter 3554-G/4567-E is effective December 10, 2014.

Sincerely,

Edward Randolph

Edward Randolph
Director, Energy Division

Meredith Allen
Senior Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415-973-7226

January 22, 2015

Advice 3554-G/4567-E
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: **General Services Administration Areawide Agreement with the Federal Government in Accordance with General Order 96-B, Section 8.2.3**

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits, in accordance with Section 8.2.3 of General Order 96-B, a new 10-year General Services Administration (GSA) Areawide Agreement (Agreement), between PG&E and the United States Government, General Services Administration (Government). This Agreement supersedes the existing GSA Areawide Agreement, which was submitted in Advice 2830-G/3047-E, dated February 28, 2007 and expiring on February 27, 2017.

Additionally, a new "Exhibit D" is being included in the Agreement to standardize and facilitate distributed generation interconnections. The "Exhibit D" is now a U.S. GSA national template for all Areawide agreements. In prior Areawide agreements, distributed generation interconnections were provided under Exhibit A.

Background

The Agreement exists to simplify and standardize the procedures to be followed by the agencies of the Federal Government in PG&E's service territory in obtaining utility services from PG&E. While the Agreement's provisions generally conform to PG&E's tariffs, additional provisions are included in the Agreement. These provisions include, for example, federal procurement regulations and supplemental provisions covering such federal policies as Equal Opportunity programs, including programs for small business and small business concerns controlled by socially and economically disadvantaged individuals, women, veterans, and disabled veterans. Also included are provisions covering utility energy management and contracting services.

Tariff Revisions

The List of Contracts and Deviations has been revised to reflect the Agreement; the affected tariff sheets are listed in the enclosed Attachment 1.

The filing would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than February 11, 2015, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th 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:

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
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 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 2 advice filing become effective on December 10, 2014.

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 the parties on the service list for R.11-09-011. 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/.

/S/

Meredith Allen
Senior Director, Regulatory Relations

Attachments

cc: Service List R.11-09-011

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:	Contact Person: Kingsley Cheng
☑ ELC ☑ GAS	Phone #: (415) 973-5265
☐ PLC ☐ HEAT ☐ WATER	E-mail: k2c0@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) #: **3554-G/4567-E** **Tier: 2**

Subject of AL: **General Services Administration Areawide Agreement with the Federal Government in Accordance with General Order 96-B, Section 8.2.3**

Keywords (choose from CPUC listing): Agreements, Conditions of Service, Contracts

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: N/A

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: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? ☐Yes ☑No

Requested effective date: **December 10, 2014** 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: List of Contracts and Deviations

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 20 days 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., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Meredith Allen
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31834-G	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 22	24897-G
31835-G	GAS TABLE OF CONTENTS Sheet 1	31832-G
31836-G	GAS TABLE OF CONTENTS Sheet 7	31544-G

LIST OF CONTRACTS AND DEVIATIONS

(Continued)

Name and Location of Customer / PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff: Schedule or Rule No.	Most Comparable Regular Tariff: Contract Difference	
CORPORATE CENTER						
Federal Agencies						
General Services Administration	Res/Coml/Ind	12-10-14 10 years	G.O.96-B Section 8.2.3	-	Areawide Agreement	(T) (T)
State Agencies						(P)
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E	Gas Rules 15 & 16	Facility Relocation Procedures	I I (P)
Utilities						
Southern California Edison Company, Daggett, San Bernardino County	Inter	2-6-59 5 Years*5 8-16-82	D-59781 3-15-60 Res. G-2505 12-15-82	G-57	None	
Southern California Gas Company, Southern Counties Gas Company and Pacific Lighting Service and Supply Company	Emergency	8-31-65 6-17-66 8-3-67*3 9-23-69 4-1-70*1 12-1-73	Res. G-1294 9-21-65 Res. G-1330 8-9-66 Res. G-1476 3-17-70 Res. G-1613 1-29-74		(Not Applicable)	
Southwest Gas Corporation San Bernardino County	Resale	11-06-70 12-10-73 2-22-81*6	D-78342 2-22-71 Res. G-1633 4-30-74	G-62	None	
Southwest Gas Corp. San Bernardino County, Los Angeles	Resale	1-13-82	Res. G-2529	Gas Rule 17	Supersedes Advice Letter 613-G, 4-19-71	
Southern Calif. Edison Co. Los Angeles	Special	8-16-82	Res. G-2505 12-15-82	None		

*1 to *8 See last page of Gas Contracts and Deviations Section for explanation of footnotes.

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Rules	31703-G	
Maps, Contracts and Deviations	**31836**-G	(T)
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TITLE OF SHEET | **CAL P.U.C. SHEET NO.**

Maps, Contracts and Deviations

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Fresno and Kings Counties 5166-G
Kern County 20917,20918,20919,20920,20921,10850,10851,9420,9421,10852,10853,10854,17893-G
Enhanced Oil Recovery and Related Cogeneration 12067-G
Shasta and North Tehama Counties 7277-G
San Bernardino County 12926,12927-G
Ione Service Area 7689-G
Former McClellan Air Force Base Service Area 20388-G
Presidio of Monterey, Monterey County 22436-G

LIST OF CONTRACTS AND DEVIATIONS:
20211,13247,13248,28466,17112,22437,29938,31542,13254,14426,13808,29284,20390,
16287,29333,29053,29334,14428,13263,14365,29335,**31834**,16264,13267-G (T)

(Continued)

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
35036-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 60	26321-E
35037-E	ELECTRIC TABLE OF CONTENTS Sheet 1	35034-E
35038-E	ELECTRIC TABLE OF CONTENTS MAPS, CONTRACTS AND DEVIATIONS Sheet 22	34526-E

LIST OF CONTRACTS AND DEVIATIONS

(Continued)

Name and Location of Customer PG&E Installation Reference No.	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff Schedule or Rule No.	Contract Difference	
CORPORATE CENTER						
Federal Agencies						
Dept. of Transportation Federal Aviation Admin.	Coml	3-12-79 5 Years*1	---	Rule 15	Cost of Ownership Charge	
General Services Administration	Res/Coml/Ind	12-10-14 10 Years	G.O.96-B Section 8.2.3	---	Areawide Agreement	(T) (T)
Dept. of Energy DOE Laboratories and Western Area Power Administration	Coml/Ind	3-17-99 10 Years	G.O.96-A,X.B.	---	Power Delivery Service	
State Agencies						
State of California Dept. of Transportation	Street and traffic operations	4-24-00	G.O. 96-A,X.B	LS-3, TC-1	Applicability Deviation and Addendum	
California High-Speed Rail Authority	Rail Operation	04-25-14	Ref. Advice Letter 3484-G/4443-E	Rules 15 and 16	Facility Relocation Procedures	(P) (P)
Supplemental Power						
N62474-67-0101 U.S. Navy: Vallejo, Stockton, Dixon, Lemoore and Moffett Field	Supplemental	10-1-66 9-30-76	G.O.96-A,X.B. 11-28-67	---	Special Rate	
DWR-855503 State of California Dept. of Water Resources State Water Project	Trans. & Exchange	11-18-66	G.O.96-A,X.B. 12-18-68	---	Special Rate Transmission, Exchange and Substation Service	
Developers/Subdividers						
Various Developers, Lot-sale Subdivisions: 24 Cash Advances 35 Performance Bonds 53 Letters of Credit	Domestic Service	Various	Res. E-1316 3-21-72	Rule 15	Annual Charge for Excess Facilities	

*1 to *4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

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Map B	Sacramento Municipal Utility District	4524-E
Map C	Modesto Irrigation/Turlock Irrigation District	4525-E
Map D	SoCalEdison	4671-E
Map E	Palo Alto	4672-E
Map F	Redding	13310-E
Map G	Healdsburg	13079-E
Map H	Lompoc	13372-E
Map I	Gridley	13780-E
Map J	Presidio of Monterey, Monterey County	21634-E

LIST OF CONTRACTS AND DEVIATIONS

13819, 13794,21541,21542,12000,12001,13672,12003,19350,11435, 12004, 20977, 19351, 12006, 21635, 21636, 29591, 34524, 11191, 12010, 11193, 11194, 11195, 12969, 31155, 12012, 29592, 33251, 29670, 13296, 12955, 19353, 12018, 12019, 12020, 12021, 12022, 12023, 30666, 17259, 12026, 13092, 11211, 12027, 12028, 16703, 12030, 12031, 14035, 29593, 12032, 23621, 11219, 12034, 20831, 12036, 11223, 11986, 11987, **35036**, (T)
16898, 11227-E

(Continued)

Areawide Public Utility Contract

For

Electric, Natural Gas, Energy Management Services, and Services Provided under the Appropriate Regulatory Authority

Contract No. GS-00P-14-BSD-1137

United States of America

and

PACIFIC GAS AND ELECTRIC COMPANY

Franchised Service Areas in California

Negotiated Areawide Contract
No. GS-00P-14-BSD-1137
between the
United States of America
And
PACIFIC GAS AND ELECTRIC COMPANY
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NEGOTIATED AREAWIDE CONTRACT

No. **GS-00P-14-BSD-1137**

BETWEEN THE

UNITED STATES OF AMERICA

AND

PACIFIC GAS AND ELECTRIC COMPANY

THIS AREAWIDE CONTRACT FOR **Electric, Natural Gas, Energy Management Services** and **Services Provided Under The Appropriate Regulatory Authority** is executed this **10th** day of **December, 2014**, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "**Government**"), pursuant to the authority contained in Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and, PACIFIC GAS AND ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office and place of business at 77 Beale Street, San Francisco, CA 94105 (hereinafter referred to as the "**Contractor**"):

WHEREAS, the Contractor is a public utility company that is regulated by the California Public Utilities Commission (CPUC) and Federal Energy Regulatory Commission (FERC);

WHEREAS, the Contractor now has on file with the CPUC and FERC and/or with such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission") all of its effective tariffs, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable; and

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for **Electric, Natural Gas, Energy Management Services and/or Services Provided Under the Appropriate Regulatory Authority** at each Federal facility where the value of the Services provided is expected to exceed $150,000 annually; and

WHEREAS, where the Government has an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS, the Government is now purchasing such electric, natural gas, energy management services and/or services provided under the Appropriate Regulatory Authority from the Contractor under the Areawide Public Utilities Contract No. GS-00P-07-BSD-0505 that expires on February 27, 2017, or under some other service arrangement; and

WHEREAS, the Contractor and the Government mutually desire that this Areawide Contract be used by the agencies of the Government in obtaining electric utility services, natural gas utility services, energy management services and/or services provided under the Appropriate Regulatory Authority from the Contractor and to facilitate partnering arrangements as encouraged and authorized by 10 U.S.C. 2911-2918 and 42 U.S.C. 8256; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1. As used in this Areawide Contract, the following terms have the meaning as prescribed below:

(a) "**Areawide Contract**" means this master contract entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised / certificated / authorized service territory of the Contractor for a period not to exceed ten (10) years.

(b) "**Appropriate Regulatory Authority**" means the California Public Utilities Commission and/or such other regulatory bodies as may have jurisdiction over the Contractor (hereinafter referred to collectively as the "Commission").

(c) "**Agency**" means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly/mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website.

(d) "**Ordering Agency**" means any Agency that enters into a bilaterally executed Authorization for procurement of **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority** under this Areawide Contract.

(e) "**Authorization**" the term "Authorization" means an order form used to acquire services under this Areawide contract (see Exhibit "A" AUTHORIZATION FOR ELECTRIC SERVICE, Exhibit "B" AUTHORIZATION FOR NATURAL GAS SERVICE, Exhibit "C" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE and/or Exhibit "D" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY) annexed hereto. With the exception of the provisions defined in "Contractor's Tariff" and "Contractor's Terms and Conditions," all authorizations shall be administered outside of the oversight and purview of the regulatory environment and in accordance with the requirements of the Federal Acquisition Regulations;

(f) "**Termination Authorization**" means an order form used to by the Government to notify the Contractor that the Government wants to discontinue or disconnect a specific utility service provided under this Contract, where the Authorization for Utility Services does not otherwise specify how Utility Services are to be terminated. (SEE EXHIBIT "A" AUTHORIZATION FOR ELECTRIC SERVICE, Exhibit "B" AUTHORIZATION FOR NATURAL GAS SERVICE EXHIBIT "C" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICE and/or EXHIBIT "D" AUTHORIZATION OR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY);

(g) "**Service(s)**" means any **electric, electric transmission and distribution, natural gas, energy management services** and/or **services provided under the Appropriate Regulatory Authority** that are generally available from the Contractor pursuant to Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable.

(h) "**Electric Service**" means regulated electric commodities, transmission, distribution, and/or related services.

(i) "**Natural Gas Service**" means regulated gas commodities , transportation, distribution, and/or related services

(j) "**Energy Conservation Measure**" means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein).

(k) "**Energy Management Service (EMS)**" means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating and maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.) To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. The EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
2. The EMS measure must be directly related to the use of energy or directly control the use of energy or water;
3. The preponderance of work covered by the EMS measure (measured in dollars) must be for items 1 and 2 above; and
4. The EMS measure must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

(l) "**Contractor's Tariffs**" means Contractor's utility service tariffs, and includes rate schedules, riders, rules, regulations, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time and approved by the Commission.

(m) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the generic terms, conditions, policies, procedures, payment terms established by the Contractor for those services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by the Contractor from time to time, that are under the Commission's jurisdiction, but are not required to be approved by the Commission and/or not specifically subject to Commission approval before they take effect. The definition of "**Terms and Conditions**" shall not include price-related matters or contract terms developed for specific Authorizations.

(n) "**Connection Charge**" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest permanent and available point of distribution or transmission, as applicable, and (2) are in accordance with the Contractor's Tariffs and the Commission's rules and regulations, installed, owned, maintained and operated by the Contractor.

(o) "**Class of Service**" or "**Service Classification**" means those categories of service established in the Contractor's Tariff as filed with the Commission.

(p) "**Utility Service**" means any Electric Service, Natural Gas Service, Energy Conservation Measure, Energy Management Services and/or Services provided under the Appropriate Regulatory Authority that are generally available from the Contractor pursuant to Contractor's Tariff or the Contractor's Terms and Conditions, whichever is applicable.

(q) "**Hazardous Materials**" means

i. those substances defined as "hazardous substances" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601 et seq.);
ii. those substances designated as a "hazardous substance" pursuant to Section 311(b)(2)(A) or as a "toxic pollutant" pursuant to Section 307(a)(1) of the Clean Water Act (33 U.S.C. Sections 1251 et seq.);
iii. those substances defined as "hazardous materials" pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.);
iv. those substances regulated as a "chemical substance or mixture" or as an "imminently hazardous chemical substance or mixture" pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.);
v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), if present in excess of permissible levels;
vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.);
vii. those substances defined as a "pesticide" pursuant to Section 2(u) of the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. Sections 136 et seq.);
viii. those substances defined as a "source", "special nuclear" or "by-product" material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. Section 2014 et seq.);
ix. those substances defined as "residual radioactive material" in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Sections 7901 et seq.);
x. those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.);
xi. those substances defined as "hazardous air pollutants" pursuant to Section 112(a)(6), or "regulated substance" pursuant to Section 112(a)(2)(B) of the Clean Air Act (42 U.S.C. Sections 7401 et seq.);
xii. those substances defined as "extremely hazardous substances" pursuant to Section 302(a)(2) of the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. Sections 11001 et seq.);
xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental Law, and
xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more Laws.

(r) "**Hazardous Wastes**" means those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental Law.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (MAY 2001), 48 C.F.R. 52.202-1, which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Areawide Contract shall be in effect on and after the **10th day of December, 2014** ("**Effective Date**"), and shall continue for a period of ten (10) years ("**Term**"), except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Areawide Contract under Article 14.1-34, or the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs, rates, rules, regulations, riders, practices, or terms and conditions of Service as may be modified, amended, or supplemented by the Contractor and approved from time to time by the Commission.

2.2. Authorizations may be executed under this Areawide Contract at any time during the Term of this Areawide Contract, up to and including the last date this Areawide Contract is effective. Any Authorization negotiated and executed during the Term of Contract No.

GS-00P-14-BSD-1137 shall be valid during the Term of this Areawide Contract, provided the total term of the individual Authorization does not exceed ten (10) years.

2.3. The provisions of this Areawide Contract shall not apply to the Contractor's Service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority.** Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the above noted Services for the installation(s) or facilities named in the Authorization pursuant to the terms of this Areawide Contract.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or Service of a special nature, provided such negotiated rates or Service are in accordance with the rules and regulations of the Commission, if applicable.

2.5. This Areawide Contract may be used by an Ordering Agency to obtain electric services that are offered by Contractor, as further described in 40 U.S.C. Section 591, to the extent it is applicable, (quoted here in relevant part): "A department, agency, or instrumentality of the Federal Government may not use amounts appropriated or made available by any law to purchase electricity in a manner inconsistent with State law governing the provision of electric utility service...".

To facilitate an Ordering Agency obtaining services under Contractor's standard agreements for utility service, an Exhibit "D" has been included in this Areawide Contract. This Exhibit "D" is designed so it also can be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's standard terms and conditions for utility service has been approved by the Appropriate Regulatory Authority.

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring Service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such Service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change Service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the service classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in Service shall be effective as of the date specified in the Authorization. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the Term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's Tariff, the Contractor's cost of purchased fuel, or the estimated annual cost of Service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the Service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue Service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such discontinuance of Service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Tariffs.

4.4. In the event the Areawide Contract is not renewed at the expiration of the contract term, any active authorizations for services shall be controlled by the Contract terms and conditions in effect at the time of award.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. A complete listing of all Contractor's Tariffs, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via http://www.pge.com/tariffs/ (**Insert PG&E web site address**)

5.2. Subject to the provisions of Article 2.3, all **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority** purchased under this Areawide Contract, as well as any other action under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariffs, except to the extent that same are preempted by Federal law or by the terms of this Agreement. Throughout the Term of the Areawide Contract, the Government shall have full

access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the Term of this Areawide Contract, the Commission approves a change in rates for services specified in Authorizations in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for, those Services at the newly approved rates from and after the date such rates are made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the Service rates available to any Ordering Agency hereunder shall at all times not exceed those generally available to any other customer served under the same Service Classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of utility services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariffs, Terms and Conditions or the Commission's rules and regulations, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, Service arrangements, demand side management services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, as mutually agreed upon by the Contractor and the Agency, and shall comply with Contractor's Tariffs or Terms and Conditions, if applicable. The Authorization or any other agreement used to obtain and provide the matters, Services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, Services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, Services, or technical assistance.

5.7. Any charges for matters or Services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs or Terms and Conditions shall be subject to audit by the Ordering Agency prior to payment provided, however, that notwithstanding such right to audit, payment for the matters and Services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that charges for the matters or Services referenced in Article 5.6 hereof will not exceed the charges billed to other customers of the Contractor served under the same Service Classification for like matters or Services provided under similar circumstances.

5.8. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of Contractor's Tariff(s) or Terms and Conditions are subject to the jurisdiction and regulation of the Commission having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The **Electric, Natural Gas, Energy Management Services and/or Services Provided Under The Appropriate Regulatory Authority** supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the Commission to substantiate the billing and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same Service Classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. Payments hereunder shall not be paid in advance of Services rendered. The Ordering Agency shall effect payment of all bills for regulated Services rendered under this Areawide Contract in accordance with the terms of the Contractor's Tariff. All bills are rendered as "net" bills which will be subject to a late payment charged of three percent (3%) of net bill when not paid within seventeen (17) days following the mailing of the bill provided, however, that any customer requesting an adjusted due date shall be allowed an additional period of time for payment of the net bill as hereinafter provided. Contractor may, at its option, forego the assessment of a late payment charge. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph to the extent of the applicability of such changes.

7.2. The Ordering Agency will make invoice payments for Services not subject to the direct oversight of the Commission in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-16). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with 48 C.F.R. Subpart 32.4, unless required by the Contractor's Tariff. The applicability of this provision is limited to connection charge and line extension payments specifically cited in the Contractor's Tariff.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document, that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-34 shall apply (See Article 14).

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. Metering equipment of standard manufacture suitable to measure all utility services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense. In the event any meter fails to register or registers incorrectly, as determined by the regulations of the Commission, billing adjustments shall be made in accordance with such regulations.

8.2. The Contractor, so far as possible, shall read all meters at regular intervals in accordance with the Contractor's Tariff and the Commission's regulations.

8.3. Meters shall be inspected upon installation at no direct charge to the Ordering Agency. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by the Commission's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take immediate steps to effect replacement or repair. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Commission's regulations.

8.4. For the purposes of this Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Commission guidelines for utility service(s). References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other Service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's regulated Tariffs. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply Service hereunder. The Contractor shall, at all times during the Term of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1, and shall assume all taxes and other charges in connection therewith. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs and the Commission's rules and regulations, and in accordance thereof, such equipment and facilities as for which the Contractor has responsibility in accordance with this Article 9.1 shall be removed, or any underground equipment or facilities for which the Contractor has responsibility in accordance with this Article 9.1, such underground equipment or facilities may be abandoned, and in both cases, the Agency's premises restored, by the Contractor at its expense, within a reasonable time after discontinuance of service to the Ordering Agency.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs and the Commission's rules and regulations.

9.3 Any special or added facilities installed at the Government's request shall be installed in accordance with Contractor's Tariffs for special or added facilities.

ARTICLE 10. LIABILITY.

10.1. If the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article (10.1) shall not be construed to limit the Government's liability under applicable law.

10.2. The Contractor's liability to the Government and to any Ordering Agency for any failure to supply Service, for any interruptions in Service, and for any irregular or defective Service shall be determined in accordance with the Contractor's Tariffs.

10.3. Except as provided above, and in accordance with the Contractor's Tariff and Terms and Conditions, the Government shall not be liable for damage or injury to any person or property, including death, occasioned by the Contractor's, its employees' or agents' negligent installation, use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees or agents.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation or compliance with any local, state or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or out of the management and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground as a result of work performed by the Contractor.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of Hazardous Material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Government. Where there is reason to suspect that Hazardous Material is present at the work site, or where Hazardous Material is encountered during the course of work being performed, the Contractor shall stop work, notify the Contracting Officer and Activity personnel, and request that the Government test the work site for such Hazardous Material and appropriately abate and dispose of such Hazardous Material. Once the work site has been cleared of all Hazardous Material, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor shall have access to the premises served at all reasonable times during the Term of any Exhibit executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: for the purpose of reading meters, making installations, repairs, replacement, maintenance or removals of the Contractor's equipment, or for any other proper purposes hereunder provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable. However, any such limitation or restriction shall not be to the extent to prohibit the Contractor's ability to complete all work incident to the termination or expiration of this Areawide Contract.

ARTICLE 12. PARTIES OF INTEREST.

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership or company name has occurred, or is certain to occur, the Contractor shall notify the Contracting Officer at the address provided in Article 16.1 not later than thirty (30) days after the effectiveness of any such ownership or name change. In the event the Contractor fails to make the notification required by this Article 12.2, the Government cannot guarantee the timely payment of outstanding invoices in accordance with the provisions of Article 7.1; however, the Government shall be responsible for all payments related to the Services provided by the Contractor hereunder.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor which shall be filed annually electronically at www.sam.gov.

13.2. Contractor represents that the following persons are currently authorized to negotiate and execute on its behalf with the U.S. Government in connection with this Areawide Contract: (List names, titles, and telephone numbers of the authorized negotiators):

1. Steve Malnight, Senior Vice President Regulatory Affairs, 415-973-3247
2. Laurie Giammona, Senior Vice President Customer Care Organization, 415-973-3120
3. Greg Kirlay, Senior Vice President Distribution Operations, 415-973-3047
4. Christopher Gillis, Principal Account Manager, 415-973-3770

Contractor reserves the right to amend the above-list of persons at any time by delivering written notice to the Government at the address provided in Article 16.1.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

14.1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This Areawide Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http//:www.arnet.gov.

	FAR REF	Federal Acquisition Regulation
(1)	52.202-1	Definitions (NOV 2013)
(2)	52.203-3	Gratuities (APR 1984)
(3)	52.203-5	Covenant Against Contingent Fees (MAY 2014)
(4)	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
(5)	52.203-7	Anti-Kickback Procedures (MAY 2014)
(6)	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
(7)	52.204-4	Printed/Copied Double-Sided on Recycled Paper (MAY 2011)
(8)	52.204-7	System for Award Management(JUL2013)
(9)	52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards (JUL 2013)
(10)	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
(11)	52.211-10	Commencement, Prosecution and Completion of Work (APR 1984)*
(12)	52.215-19	Notification of Ownership Changes (OCT 1997)
(13)	52.219-8	Utilization of Small Business Concerns (JAN 2011)
(14)	52.219-9	Small Business Subcontracting Plan (JUL 2013)
(15)	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
(16)	52.222-26	EQUAL OPPORTUNITY (MAR 2007)
(17)	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
(18)	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(19).	52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
(20)	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEPT 2010)
(21)	52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
(22).	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
(23)	52.223-4	Recovered Material Certification (May 2008)
(24)	52.223-5	Pollution Prevention and Right-To-Know Information (MAY 2011)
(25)	52.223-6	Drug-Free Workplace (May 2001)
(26)	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
(27)	52.232-18	AVAILABILITY OF FUNDS (APR 1984)
(28)	52.232.19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
(29)	52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN CERTIFICATION (SEP 2010)
(30)	52.229-1	State and Local Taxes (APR 1984)
(31)	52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)*
(32)	52.232-25	Prompt Payment (JUL 2013)
(33)	52.232-23	Assignment of Claims (JAN 1986)
(34)	52.232-34	Electronic Funds Transfer Payment (JUL 2013)
(35)	52.233-1	Disputes (MAY 2014)
(36)	52.236-5	Material and Workmanship (APR 1984)*
(37)	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
(38)	52.241-2	Order of Precedence – Utilities (FEB 1995)
(39)	52.241-3	Scope and Duration of Contract (FEB 1995)*
(40)	52.241-4	Change in Class of Service (FEB 1995)*
(41)	52.241-5	Contractor's Facilities (FEB 1995)*
(42)	52.241-8	Changes in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(43)	52.241-11	Multiple Service Locations (FEB 1995)*
(44)	52.242-13	Bankruptcy (JUL 1995)
(45)	52.243-1	Changes-Fixed Price (AUG 1987)
(46)	52.244-5	Competition in Subcontracting (Dec 1996) [1]
(47)	52.249-	Default (Particular version to be specified in Exhibit)*
(48)	52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
(49)	52.253-1	Computer Generated Forms (JAN 1991)
(50)	52.232-27	Prompt Payment for Construction Contracts (JUL 2013)*

[1] INDICATES THAT THE CLAUSE APPLIES TO THE ENERGY MANAGEMENT AUTHORIZATION AND ONLY TO THE EXTENT THAT THE CONTRACTING OFFICER OF THE DELIVERY ORDER DETERMINES THAT THE CLAUSE IS NECESSARY FOR EFFICIENT CONTRACT ADMINISTRATION.

Clauses marked with an asterisk (*) are only applicable if checked on a Exhibit, and only to the work ordered on that Exhibit.

14.2 Unregulated Services.

Pursuant to this Areawide Contract, the Contractor may provide energy related services that are not subject to rate and tariff regulations by the Commission under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive and otherwise in the best interests of the Ordering Agency. If, as demonstrated by the Ordering Agency, the conditions for use of this pre-approved alternative cannot be satisfied, then the Ordering Agency should consider the requirement of the Competition in Contracting Act of 1984 and the extent to which a competitive acquisition process is required to select and award a contract for these unregulated services. If an Authorization under this Areawide Contract is utilized, the prices and terms and conditions for unregulated services offered by the Contractor shall be negotiated subject to the requirements of FAR 41.5, subject to the general requirements of FAR 52.241-8.

14.3 Repeal of Clauses During Term of Areawide Contract.

If, during the Term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Areawide Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Areawide Contract or other clauses referenced in this Article. The parties' conduct thereafter shall be modified accordingly and reflect the repeal, revocation, or dissolution as related to their respective rights and obligations hereunder.

14.4 Clauses Incorporated in Full Text.

1. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

As prescribed in 22.1605, insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor–Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this Clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

2. 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

The items included in Contractor's Tariff are available to the government and any Ordering Agency electronically at the Contractor's website, http://www.pge.com/en/about/rates/index.page. In addition, the government and any Ordering Agency may register at the website maintained by each of the respective Regulatory Commissions for each docket opened regarding Contractor for automatic electronic notifications pertaining to that docket. Contractor shall comply with the Commission's regulatory requirements applicable to notifications to Contractor customers for changes to Contractors Tariff.

(End of clause)

3. **52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

As prescribed in 52.107(a), insert the following provision:

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(SEE ARTICLE 14.1)

4. The requirements of the Disputes clause at Federal Acquisition Regulation (FAR) 52.233-1 are supplemented to provide that matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Areawide contract are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

14.4 State Taxes.

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN.

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of Section 211 of P.L. 95-507, as amended (15 U.S.C. 637(d)). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the Term of this Areawide Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Division web site accessible via http://www.gsa.gov/energy.

ARTICLE 16. NOTICES.

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities Management and Services Program; Director, Energy Division, 1800 F Street, NW Room 5116, Washington, DC 20405.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: Pacific Gas and Electric Company, Corporate Account Manager, Energy Solutions & Service, 245 Market Street, Room 845D, <ail Code N8C, San Francisco, CA 94105____ **(Telephone Number: (415)973-3770), (E-mail: CXGL@pge.com_)** or to such other person as the Contractor may hereafter designate in writing.

16.3. The Ordering Agency shall provide GSA with a copy of all fully executed Exhibits including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING.

17.1. The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30 of each year during the Term of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of system can be found at http://www.esrs.gov.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the North-American Energy Measurement and Verification Protocol (NEMVP), published by the Department of Energy's Federal Energy Management Program (FEMP).

18.2. Unless otherwise provided by law, the following provisions shall apply:

(a) Payment for energy conservation measures, when authorized as Energy Management Service (EMS), shall be equal to the direct cost of capital or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures should be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed eighty percent (80%) of the useful life of the equipment/material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested Services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-44 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a

subcontractor. In no event shall the Service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 (Article 14.1-10 herein).

18.4. For all Authorizations involving Energy Conservation Measures, it is desirable to have a Warranty Clause that addresses the specific needs and requirements of the work being performed and equipment that is to be provided by the Contractor; however, in the absence of a Warranty Clause in the Authorization, the following language will serve as the default Clause:

The Company shall pass through to the Agency all warranties on equipment installed or provided by it or its subcontractors on Government property with the following representation:

Pacific Gas and Electric Company ACKNOWLEDGES THAT THE UNITED STATES OF AMERICA WILL OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF GOVERNMENT SHALL INURE ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST **Pacific Gas and Electric Company** OR MANUFACTURER DIRECTLY BY THE UNITED STATES OF AMERICA.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and compliance with Federal regulations and policy. Upon written confirmation of the aforementioned information, the Ordering Agency may negotiate Task Orders with the Contractor for the implementation of the energy conservation measures described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "B" Authorizations for any Energy Management Services resulting from confirmed/approved energy audits, including any applicable attachments, at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor shall not provide Energy Management Service to Federal facilities unless the facility is a current customer or prospective customer of the regulated utility within the franchised service territory of the utility company providing such services.

(b) The work that is to be performed under the Authorization for Energy Management Services shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1(j)) and any modification or repair that is necessary as a direct result of the installation of the ECM.

18.7. Guaranteed Savings and Scoring of UESC's by the Ordering Agency(ies):

UESC's that meet the definition of "Energy Management Service" ("EMS") prescribed in Article 1.1(k) of this Areawide Contract, and which follow the guidance prescribed in OMB Memoranda M-12-21 and M-98-13, may be scored for budgetary purposes by the Ordering Agency(ies) on an annual basis if the UESC requires:

(a) Energy savings performance assurances or guarantees of the savings to be generated by improvements, which must cover the full cost of the Federal investment for the improvements;

(b) Measurement and verification (M&V) of savings through commissioning and retro-commissioning; and

(c) Competition or an alternatives analysis as part of the selection process prior to entering into a UESC

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

19.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of any Authorization executed in accordance with this Areawide Contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1).

19.3. Obligation to Serve: Nothing contained in this Areawide Contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

19.4 Term of Authorizations: It is recognized that during the Term of this Areawide Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the Term of this Areawide Contract. In such event, the particular Authorization involved may specify a term extending beyond the Term of this Areawide Contract, provided that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for connection charge or energy management service projects.

19.5. Indemnification: Any indemnification language contained in standard form agreements executed between the Ordering Agency and the Contractor shall be binding upon the Federal Government only to the extent authorized by opinions of the Government Accountability Office and the Federal Torts Claims Act.

19.6. Waiver of Sovereign Immunity: Any language contained in standard form agreements executed between the Ordering Agency and the Contractor shall not be construed to waive the federal government's sovereign immunity, and may not be applicable where the federal government's sovereign immunity has not otherwise been waived by statutory law.

19.7. Effective Date: Contractor will advice file a copy of this Areawide Contract upon execution by the Government and Contractor with the California Public Utilities Commission pursuant to General Order 96-B, Section 8.2.3. It shall become effective and binding upon Contractor's filing it with the Commission pursuant to General Order 96-B, Section 8.2.3 and Contractor shall provide a conformed copy of its filing to the Government. This Areawide Contract shall at all times be subject to such changes or modifications by the Commission as it may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Areawide Contract as of the day and the year first above written.

UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: Linda S. Collins
GSA, PBS, Energy Division
Contracting Officer

ATTEST:

By: Linda K. Koman
GSA, PBS, Energy Division

PACIFIC GAS AND ELECTRIC COMPANY

By: [signature]
Title: SVP, Regulatory Affairs

ATTEST:

By: [signature]
Title: Principal Mgr.

CERTIFICATE

I, Wendy Lee, certify that I am Assistant Corporate Secretary of **PACIFIC GAS AND ELECTRIC COMPANY**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-____; that Steven Malnight, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then Sr. Vice President, Regulatory Affairs of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ Wendy Lee

(Corporate Seal)

EXHIBIT "A"

Contractor's ID NO._____(Optional)
Ordering Agency's ID _____(Optional)

PACIFIC GAS AND ELECTRIC COMPANY
AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE UNDER
CONTRACT NO. GS-OOP-14-BSD-1137

Ordering Agency:_____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1137 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED:_____
SERVICE ADDRESS:_____

NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ DSM Work,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities,
☐ Transmission and Distribution Services

OTHER TERMS AND CONDITIONS:_____
Attach any other relevant terms and conditions under which service will be provided.
POINT OF DELIVERY:_____
_____

TERM OF SERVICE: From_____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO._____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)
ESTIMATED ANNUAL ENERGY USAGE:_____KWH, ESTIMATED DEMAND:_____KW
ESTIMATED ANNUAL SERVICE COST: $_____
ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: $_____ (if applicable)**
ACCOUNTING AND APPROPRIATION DATA FOR SERVICE:_____
FOR CONNECTION/SPECIAL FACILITIES CHARGE:_____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

(1)_____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2)_____ 52.236-5 Material and Workmanship (APR 1984)
(3)_____ 52.241-4 Change in Class of Service (FEB 1995)
(4)_____ 52.241-3 Scope and Duration of Contract (FEB 1995)
(5)_____ 52.241-5 Contractor's Facilities (FEB 1995)
(6)_____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
(7)_____ 52.241-11 Multiple Service Locations (FEB 1995)
(8)_____ 52.243-1 Changes-Fixed Price (AUG 1987)
(9)_____ 52.249-_ Default (_____) (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:
_____in _____copies.
The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Ordering Agency)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "B"

Contractor's ID NO._____(Optional)
Ordering Agency's ID _____(Optional)

PACIFIC GAS AND ELECTRIC COMPANY
AUTHORIZATION FOR NATURAL GAS SERVICE, CHANGE IN NATURAL GAS SERVICE,
OR DISCONNECTION OF NATURAL GAS SERVICE UNDER
CONTRACT NO. **GS-OOP-14-BSD-1137**

Ordering Agency:_____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1137 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED:_____
SERVICE ADDRESS:_____

NATURE OF SERVICE: ☐ Connect ☐ Change ☐ Disconnect ☐ Continue Service
☐ Line Extension, Alteration, Relocation, or Reinforcement ☐ Transportation
☐ Full Service ☐ Local Distribution Services ☐ Billing & Ancillary Services

POINT OF DELIVERY:_____
_____

TERM OF SERVICE: From_____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO._____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL GAS VOLUME: :_____(Specify THERMS or CUBIC FEET)

ESTIMATED ANNUAL SERVICE COST: $_____
ESTIMATED CONNECTION CHARGE: $_____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE:_____
FOR CONNECTION CHARGE:_____

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:
_____in _____copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

_____	PACFIC GAS AND ELECTRIC COMPANY
(Ordering Agency)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE: A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Public Utilities Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "C"

Contractor's ID NO._____(Optional)
Ordering Agency's ID NO._____(Optional)

PACIFIC GAS AND ELECTRIC COMPANY
AUTHORIZATION FOR, OR TERMINATION OF, ENERGY MANAGEMENT SERVICES
CONTRACT NO. **GS-OOP-14-BSD-1137**

Ordering Agency:_____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1137 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED:_____
SERVICE ADDRESS: _____
NATURE OF SERVICE: ☐ Preliminary Energy Audit ☐ ECP Feasibility Study ☐ ECP Engineering & Design Study
☐ Energy Conservation Project (ECP) Installation ☐ Demand Side Management (DSM) Project
☐ Other (See Remarks Below)

SERVICE HEREUNDER shall be provided consistent with the Contractor's applicable tariffs, rates, rules, regulations, riders, practices, and/or terms and conditions of service, as modified, amended or supplemented by the Contractor and approved, to the extent required, by the Commission. (See Article 5 of this contract.)

POINT OF DELIVERY:_____
_____

ESTIMATED PROJECT COST: $ _____
ACCOUNTING AND APPROPRIATION DATA:_____

LIST OF ATTACHMENTS:

☐ General Conditions	☐ Payment Provisions	☐ Special Requirements	☐ Economic Analysis
☐ Facility/Site Plans	☐ Historical Data	☐ Utility Usage History	☐ ECP Feasibility Study
☐ Design Drawings	☐ Design Specifications	☐ Certifications	☐ Commission Schedules

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

(1)____52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2)____52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014) --Supersedes provisions of payment clauses in Article 14.
(3)____52.2332-27 Prompt Payment for Construction Contracts (FEB 2002)
(4)____52.236-5 Material and Workmanship (APR 1984)
(5)____52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995) (Use full Text of Clause)
(6)____52.243-1 Changes-Fixed Price (AUG 1987)
(7)____52.249-__ Default (_____) (Specify appropriate Clause)

In addition, the Contracting Officer negotiating the terms and conditions under this authorization shall supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

_____
(Ordering Agency)

By:_____
Authorized Signature
Title:_____
Date:_____
Telephone No._____

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)

By:_____
Authorized Signature
Title:_____
Date:_____
Telephone No._____

NOTE:
A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

EXHIBIT "D"

Contractor's ID

NO._____(Optional)

Ordering Agency's ID
_____(Optional)

PACIFIC GAS AND ELECTRIC COMPANY

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER
(insert appropriate Regulatory Authority)_____
AREAWIDE CONTRACT NO. GS-00P-14-BSD-1137

Ordering Agency:_____

Address: _____

Pursuant to Areawide Contract No. GS-00P-14-BSD-1137 between PACIFIC GAS AND ELECTRIC COMPANY ("Contractor") and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED:_____

SERVICE ADDRESS:_____

NATURE OF SERVICE: _____ [add description of the specific service requested by the Ordering Agency. For example, interconnection of the Ordering Agency's renewable energy project.]

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

[Attached as Exhibit D.1 are, if applicable, Contractor's terms and conditions for the specific electric service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval of the (insert appropriate Regulatory Authority)_____]

TERM OF SERVICE: From_____ through _____

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____in _____copies.
The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

_____	**PACIFIC GAS AND ELECTRIC COMPANY**
(Ordering Agency)	(Contractor)
By:_____	By:_____
Authorized Signature	Authorized Signature
Title:_____	Title:_____
Date:_____	Date:_____

NOTE: A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

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

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