

PACIFIC GAS AND ELECTRIC COMPANY

SAN FRANCISCO, CALIFORNIA

SPECIFICATION NO. 6369

SPECIFICATION COVER PAGE

for

Independent Evaluator Services

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PACIFIC GAS AND ELECTRIC COMPANY SAN FRANCISCO, CALIFORNIA

SPECIFICATION

for

Independent Evaluator Services

TABLE OF CONTENTS

Attachment 1: SPECIFIC CONDITIONS

SECTION	DESCRIPTION	PAGE
1.0	General and Purpose.....	4
2.0	Definitions.....	4
3.0	Contract Work Authorization Process.....	5
4.0	Scope of Work.....	6
5.0	Consultant's Responsibilities.....	7
6.0	PG&E's Responsibilities	8
7.0	Term of Contract	8
8.0	Payment Terms	8
9.0	Notices	10
10.0	Conflict Between Terms	11
11.0	Confidentiality.....	11
12.0	Supplier Diversity Program Policy	12
Exhibit A	Contract Work Authorization Form	
Exhibit B	Contractor Values	
Exhibit C	Consultant Hourly Rate Schedule	
Exhibit D	Non-Disclosure and Use of Information Agreement	
Exhibit E	2013 Preferred Lodging Directory	

Attachment 2: CONSULTING SERVICES II GENERAL CONDITIONS (SENSITIVE INFORMATION) (hereinafter referred to as "General Conditions")

SPECIFIC CONDITIONS

XXXXXXXXXXXXXXXXXX (hereinafter referred to as “Consultant”) located at **XXXXXXXXXXXXXXXXXX** and **PACIFIC GAS AND ELECTRIC COMPANY** (hereinafter referred to as “PG&E”), a California corporation, whose corporate offices are located at 77 Beale Street, San Francisco, CA 94105, agree as follows:

1.0 GENERAL AND PURPOSE

This Contract is to establish the terms and conditions for Consultant to provide independent oversight services to PG&E pursuant to California Public Utilities Commission (“CPUC” or “Commission”) Decisions 06-06-066 and as described in Section 4.0, Scope of Work, of the Specific Conditions (hereinafter referred to as “Work”) on as needed basis. Work shall comply with the requirements of this Specification. In the event that PG&E shall desire the performance of Work by Consultant, the Work will be described in detail in the form of a Contract Work Authorization (“CWA”) and in accordance with Section 3.0, Contract Work Authorization Process, of these Specific Conditions. Consultant agrees that all Work shall be performed as outlined in the Specific Conditions and the General Conditions, attached and made part of the Contract, and each specific CWA that PG&E issues hereunder.

- 1.1 Consultant shall coordinate Work with PG&E Work Supervisor during project bid solicitation to ensure that PG&E’s competitive bid process is transparent to Consultant. This Contract is effective for the period of time specified in Section 7.0, Term of Contract, of the Specific Conditions. Any amendment related to the services provided in this Contract must be authorized by the issuance and execution of a Contract Change Order by both Consultant and PG&E prior to performance of the amended services defined in this Contract.
- 1.2 It is mutually agreed that no funds have been committed or will be paid by PG&E upon execution of the Contract.
- 1.3 NON-EXCLUSIVITY: THE PARTIES AGREE THAT THIS CONTRACT DOES NOT ESTABLISH AN EXCLUSIVE CONTRACT BETWEEN PG&E AND CONSULTANT NOR CONSTITUTE A COMMITMENT BY PG&E, WHETHER EXPRESSED OR IMPLIED, TO CONTRACT WITH CONSULTANT TO PERFORM OR SUPPLY ANY WORK; NOR IS THERE ANY GUARANTEE AS TO VOLUME OF WORK OR THE DURATION OF THIS CONTRACT. PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE RIGHT TO UTILIZE OTHERS TO PERFORM OR SUPPLY WORK OF THE TYPE CONTEMPLATED BY THE CONTRACT; THE RIGHT TO REQUEST PROPOSALS FROM OTHERS WITH OR WITHOUT REQUESTING PROPOSAL(S) FROM CONSULTANT FOR WORK OF THE TYPE CONTEMPLATED BY THE CONTRACT AND THE UNRESTRICTED RIGHT BY PG&E TO BID OR PERFORM ANY SUCH WORK.

2.0 DEFINITIONS

The definitions in Section 1.0, Definitions, of the General Conditions are supplemented with the following:

- 2.1 **Bidder:** Participant in a competitive solicitation for power contracts pursuant to CPUC Decisions 06-06-066 conducted by PG&E.
- 2.2 **PG&E Work Supervisor:** PG&E’s employee or agent representing PG&E’s interest in connection with the Work described in this Contract to be issued under this Contract and who has ultimate oversight and approval over Work pertaining to the Contract, monitoring Contract expenditures and authorizing invoice payments.

2.3 **PRG:** PG&E's Procurement Review Group, established by the CPUC to oversee PG&E's procurement strategy, processes, and contracts.

2.4 **Supplier:** Vendor of services and/or products to PG&E.

3.0 CONTRACT WORK AUTHORIZATION PROCESS

Consultant agrees to perform the Work in accordance with the terms and conditions set forth in the Contract Any CWA that PG&E may issue under this Contract will provide more detailed information for Consultant. The process that Consultant shall follow in performing Work is outlined below. A sample CWA form is incorporated herein as Exhibit A.

3.1 When PG&E has identified a potential need for Consultant's services under the Contract, the PG&E Work Supervisor will first submit to the Consultant a written or verbal request for proposal soliciting Consultant's estimates for performing the proposed Work. PG&E's request for proposal will include but is not limited to the following:

- description of Work,
- location of Work,
- start date, timeline, end date, deliverables and associated deliverable due dates,
- acceptance criteria
- performance criteria or guarantees
- Consultant responsibilities
- PG&E's responsibilities
- industry standard to be followed
- special qualification for the Consultant employee(s) performing the Work
- special conditions to be considered
- special equipment or software required to perform Work
- maximum not-to-exceed amount on Time and Material basis or fixed price amount on Lump Sum basis for Work to be performed
- and other requirements as appropriate for the Work.

3.1.1 Consultant acknowledges that PG&E may elect to solicit proposals from other sources for the same proposed Work.

3.2 Within the timeframe specified in PG&E's request for proposal, Consultant shall provide PG&E Work Supervisor with a copy of Consultant's proposal for the performance of the Work. The proposal shall include a detailed breakdown as follow:

3.2.1 Consultant's estimated costs including labor, materials, and other direct project expenses.

3.2.2 Consultant's work schedule shall include work completion dates. Consultant shall note any proposed changes to, or problems meeting, PG&E's proposed schedule, and explain in writing why the changes are being proposed.

3.2.3 Consultant shall list all pre-existing rights to any materials to be utilized for specific CWA.

3.3 PG&E will review Consultant's proposal. If necessary, PG&E Work Supervisor will discuss with the Consultant any modifications or changes to the proposal. If PG&E Work Supervisor recommends authorizing Consultant to perform the services and tasks, then PG&E Work Supervisor will order the services in writing using a CWA, authorizing Consultant to commence with the Work.

3.4 Each CWA issued will include the detailed description of the Work to be performed by Consultant; specific Work location(s); required start and completion date, deliverables and other requirements as appropriate for the Work.

- 3.4.1 Each CWA will state:
 - A maximum not-to-be exceeded amount for Work to be performed on a Time and Material basis, or
 - A fixed price amount for work to be performed on a Lump Sum basis, or
 - A combination of both
- 3.4.2 Each CWA will state all of Consultant's pre-existing rights to any materials furnished thereunder.
- 3.5 Consultant shall not commence Work until a CWA has been fully executed by both parties. Consultant's acceptance will be noted by signing a copy of the CWA and returning it to PG&E by electronic or facsimile transmission. Work shall be completed in accordance with the terms specified in the CWA. Time is of the essence in Consultant's performance of the Work.
- 3.6 Any Work performed by Consultant prior to approval by PG&E Work Supervisor and the signing by both parties of a CWA shall be at Consultant's risk.
- 3.7 Changes to an executed CWA shall be prepared and approved in the same manner as an original CWA, with both parties signing the amended CWA.
- 3.8 CWAs which are executed pursuant to this Contract and which have completion dates beyond the completion date of the Contract shall continue to be governed by the terms of the Contract until the expiration of such CWAs.
- 3.9 THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL APPLY INDEPENDENTLY TO EACH CWA ISSUED UNDER THIS CONTRACT.
- 3.10 THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL NOT BE MODIFIED IN WHOLE OR IN PART, NOR SHALL ANY SUCH PURPORTED MODIFICATION OR CHANGE BE BINDING OR EFFECTIVE, BY THE USE OF ANY CWA.

4.0 SCOPE OF WORK

- 4.1 OVERSIGHT ACTIVITIES: The Work performed by Consultant under the Contract shall be pursuant to CPUC mandated requirements as described CPUC XXXXXXXXXXXXXXXXXXXX. Independent oversight services shall consist of, but not limited to, the following:
 - 4.1.1 Review and comment on PG&E's competitive bid process for the solicitation;
 - 4.1.2 Review and comment on PG&E's solicitation outreach and adequacy of its methods for outreach;
 - 4.1.3 Review and comment on the design of PG&E's evaluation and selection methodology for the solicitation;
 - 4.1.4 Provide feedback to PG&E on its implementation of the evaluation and selection methodology; and
 - 4.1.5 During solicitation, provide ongoing feedback as to whether PG&E is applying impartial treatment to participating Bidders consistently.
- 4.2 EVALUATION REPORT: Consultant shall provide findings of the solicitation process and other reports to PG&E Work Supervisor prior to issuing the final report to PG&E's PRG and the Energy Division of the CPUC and the Commission.

- 4.3 CPUC PROCEEDINGS: Consultant shall be available to testify as an expert witness CPUC proceedings that are associated with the solicitation and shall prepare direct and rebuttal testimony, respond to data requests, and other activities associated with testifying as an expert witness.

5.0 CONSULTANT RESPONSIBILITIES

- 5.1 When providing Work as described in this Contract for PG&E, Consultant shall not perform any activity other than those listed above without the express prior written consent of PG&E.
- 5.2 In performing Work described in this Contract, Consultant will be provided access to any and all of PG&E's data and evaluation models used in the solicitation, and all communications between PG&E, Suppliers and Bidders. Consultant shall treat such information as confidential and in accordance with Section 11, Confidentiality, of the Specific Conditions.
- 5.3 In performing Work as described in this Contract, if Consultant perceives he is the target of any attempt to improperly influence, pressure, or otherwise affect is finding – whether by PG&E, any Bidder, any market participant, any individual member of the PRG, or any other party whatsoever, Consultant shall immediately notify the PRG of such attempt.
- 5.4 SUBCONTRACTOR: Assignment of part or parts of the Work pursuant to this Contract to Subcontractor(s) shall be in accordance with Section 10.1 "Amendments, Subcontracts and Assignments" of the General Conditions. Consultant shall obtain approval of assignment from PG&E Work Supervisor. The assigning or subcontracting of any such Work shall not relieve the Consultant of any of its liabilities under this Contract.
- 5.4.1 Consultant shall submit a list of all proposed Subcontractor(s) in the performance of Work prior to the beginning of Work. PG&E reserves the right to refuse any person, organization or subcontractor to participate in the performance of Work. PG&E shall not honor any claims arising from PG&E exercising this right of refusal.
- 5.4.2 Consultant shall ensure that Subcontractor(s) shall comply with this Contract and shall perform the Work in accordance therewith. Without limiting the foregoing, Subcontractors shall, for example, have the required credentials to perform Work (e.g. capability of performing independent market valuation of renewable energy contracts, substantial prior experience with electric procurement, power generation technologies, and the economics of generation and power markets); shall provide insurance of the same type and limits as required of Consultant (See Section 7.0 "Insurance", of the General Conditions), unless otherwise authorized in writing by PG&E; and shall abide by provision of Section 11.0, Confidentiality, of these Specific Conditions.
- 5.4.3 Subcontractor(s) shall be responsible to the Consultant, and Work performance by the Subcontractor(s) shall be the sole responsibility of the Consultant; however, PG&E Work Supervisor, and/or PG&E personnel authorized by PG&E Work Supervisor shall have the privilege and rights provided under the Contract governing the Work of the Consultant. Nothing in this Contract shall create any contractual relationship between a Subcontractor and PG&E.
- 5.5 CONSULTANT VALUES: PG&E places high value on our Customers, employees and shareholders; the environment; safety; continuous improvement; and conducting business in an ethical manner, as stated in Exhibit B, Contractor Values and Section 9.0 "Requirements and Policies" of the General Conditions. We expect Consultant and its Subcontractor working for PG&E to do the same.

6.0 PG&E'S RESPONSIBILITIES

- 6.1 PG&E Work Supervisor identified in each CWA will be the point of contact for Consultant.

6.2 PG&E Work Supervisor will confirm Consultant invoices and approve payments.

7.0 TERM OF CONTRACT

7.1 The effective date of this Contract is the execution of Contract by both parties and shall expire December 31, 2015.

7.2 MODIFICATION TO A CONTRACT: As set forth in Section 10 "Amendments" of the General Conditions and reiterated here to reinforce the point, changes to an executed Contract shall be in the form of a Contract Change Order with both parties signing the Contract Change Order.

8.0 PAYMENT TERMS

8.1 COMPENSATION: Work performed by Consultant under the Contract shall be compensated on Time and Materials as set forth in Consultant Hourly Rate Schedule, Exhibit C, of the Specific Conditions, and in accordance with Section 3.0 "Billing and Payment", of the General Conditions.

8.1.1 RATE ADJUSTMENT: At PG&E's discretion, Consultant Hourly Rate Schedule (Exhibit C) may be adjusted annually based on the percentage change in US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U).

8.1.2 Any substitution or additions to Subcontractor(s) listed in Exhibit C of the Specific Conditions shall be provided in accordance with Section 5.4 of the Specific Conditions.

8.1.3 REIMBURSABLE EXPENSE: PG&E will reimburse Consultant for expenses incurred in the performance of Work in accordance with the following Sections of the General Conditions:

- 3.2.4 "Expenses"
- 3.2.5 "Travel Time and Costs"
- 3.2.6 "Mileage and Use of Personal Car," and
- 3.2.7 "Supporting Documentation",

All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. Consultant shall not charge a markup on reimbursable expenses for either profit or overhead.

In addition to Section 8.1.3 "Reimbursable Expense", above, , the following additional terms and conditions apply:

8.1.3.1 Ground Transportation: Taxis, airport and hotel shuttles and/or public transportation alternatives are the preferred ground transportation method. If Consultant uses a more expensive ground transportation option, the Consultant will be compensated at the rate of a taxi fare. PG&E will not reimburse for rental car upgrades or additional costs for insurance for rental cars, rental car add-ons (phone, navigation system, towing package, etc.)

8.1.3.2 Airport Parking: The Consultant will be reimbursed for airport parking in accordance with the airport's long-term rate.

- 8.1.3.3 Hotels: The reimbursement for lodging will only be provided for a single standard room with a private bath. The list of preferred PG&E lodging suppliers is located in Exhibit E "2013 Preferred Lodging Directory" to these Specific Conditions. Consultant may stay with a desired, non-preferred supplier room and will be reimbursed for an amount of 110 % (One Hundred and Ten Per Cent) of the base cost of the equivalent single standard room with private bath offered by a preferred supplier of PG&E's choice, excluding taxes and other fees, which will be reimbursed at cost only.
- 8.1.3.4 Airfare Restrictions: Book air travel as far in advance as possible to take advantage of advanced purchase fares (14 days is expected.) Electronic tickets must be used unless there is a legitimate business need for a paper ticket.
- 8.1.3.5 Meal Limits: Meal limits include a combination of meals, snacks, non-alcoholic beverages, taxes and tips. PG&E shall only reimburse meal expenditures for Consultant and/or Subcontractor named within contract. Meal expenses that include PG&E employees shall not be charged to the contract, as employees are responsible for their own expenses. PG&E will reimburse the Consultant a maximum of \$70.00 (Seventy Dollars) per day for meal expenses. The following are guidelines of recommended meal expenditures:
- Breakfast - \$10 (Ten Dollars) per person
 - Lunch - \$15 (Fifteen Dollars) per person
 - Dinner - \$35 (Thirty-Five Dollars) per person
 - Snack - \$5 (Five Dollars) per person
- 8.1.3.6 Receipt Documentation: The Consultant shall collect and submit itemized receipts for all meal expenses and receipts for business expenses greater than \$25 (Twenty-Five Dollars). Receipts must include the names of all individuals (note "self" on receipt if no other attendees) and the business purpose for the meal on the receipt. If a business expense of greater than \$25 (Twenty-Five Dollars) is submitted without the required receipts, PG&E will not reimburse the Consultant.
- 8.1.3.4 Tips: Tips are a reimbursable expense and should be appropriate for the location, service level, and local protocol and should not exceed 20% of the total bill before tax. Incidental tips, in which a receipt is not available, may be entered as a single line item on an expense report.
- 8.1.3.8 Miscellaneous Reimbursement Expenses: If reasonable and necessary, the following are examples of payable and reimbursement business and travel expenses. This list is not all-inclusive and is intended as a general guideline only. PG&E shall have sole discretion of determining if a charge is a reasonable and necessary expense.
- Air freight for business purposes
 - Hotel Business office expenses (such as fax, copy servies, etc.)
 - Overnight delivery or postage
 - Airline baggage fees (for a multi-day meeting)

- Gasoline for rental car
- Bridge and highway tolls
- Internet connectivity in hotel, airlines and other public places

8.1.3.9 Miscellaneous Non-Reimbursement Expenses: The following are generally considered to be non-payable or non-reimbursable business and travel expenses. This list is not all-inclusive and is intended as a general guideline only. PG&E shall have sole discretion of determining if a charge is a reasonable and necessary expense.

- Lost luggage or contents
- Air Travel insurance
- Airline upgrades
- Health club services, specifically massages, manicures, pedicures, personal trainers, fitness center or similar services
- Movies (in-room and in-flight movies)
- Hotel mini-bar charges
- Normal commuting costs
- Parking citations and motor vehicle violations
- Business clothing
- Donations
- Personal travel expenses, including sundries or recreational reading
- Entertainment or gaming devices (e.g. Wii, Nintendo DS), or wireless reading devices and supplies (Kindle, Nook, Apple Itunes)
- All non-business related expenses

8.2 INVOICE PAYMENT: For Consultant's satisfactory performance of the Work and any associated deliverables and upon acceptance of Work and any associated deliverables by PG&E Work Supervisor, Consultant shall invoice PG&E in accordance with the Section 3.0 "Billing and Payment" of the General Conditions. All payments will be made, subject to PG&E approval, within forty five days (45) days after receipt of a correct invoice.

8.2.1 Should Consultant elect for an earlier payment schedule, PG&E offers payment within fifteen (15) days after receipt of correct invoice subject to an early payment discount of one and one half percent (2.0%) of the invoiced amount.

9.0 NOTICES

9.1 Any notices required or permitted to be given under this Contract shall be in writing and shall be sent by U.S. Mail, telecopy, facsimile or delivered personally, addressed to the parties listed below or such other address as either party may from time to time designate by written notice in the manner set forth below. Any such notice shall be deemed given, if mailed, on the date of receipt, or if telecopied or hand-delivered, on the date of such delivery. All notices of breach shall be sent by Certified Mail, Return Receipt Requested.to:

Consultant Representative:
XXX

XX
XXX
XXX
Telephone No.: XXXXXXXXXXXXX
Mobile No.: XXXXXXXXXXXXX
Fax: XXXXXXXXXXXXX
Email: XXXXXXXXXXXXX

Contract Issues:
XX
XXX
XXXX
Telephone No.: XXXXXXXXXXXXX
Mobile No.: XXXXXXXXXXXXX
Email: XXXXXXXXXXXXXX
Fax: XXXXXXXXXXXXX

PG&E Work Supervisor: To be provided in each CWA

10.0 CONFLICTS BETWEEN TERMS

10.1 Where there is any conflict in the Specific Conditions stated herein and the General Conditions, the Specific Conditions shall control. Should a conflict exist between the Specific Conditions and General Conditions and applicable Federal, State or local law, rule regulation, order or code, the law, rule, regulation, order or code shall control. Varying degrees of stringency between the General Conditions, Specific Conditions, drawings, laws, rules, regulation, order, or codes are not deemed conflicts; and the most stringent requirement shall control.

11.0 CONFIDENTIALITY

11.1 In addition to the requirements found at Section 5.0 "Confidentiality and Use of PG&E Property" of the General Conditions, Consultant shall abide by the following additional terms of this Section 11.0, Confidentiality, regarding the handling of confidential or proprietary information from PG&E.

11.2 Consultant agrees that all confidential or proprietary information:

- shall be used solely for the purpose of performing services and Work for PG&E and as mandated by CPUC Decisions 06-06-066; and
- shall not be reproduced, copied, in whole or in part, except as specifically, authorized by PG&E and necessary to the purpose set forth in (a) above; and
- shall, together with any copies, reproductions and other records, thereof, in any form, and all information and materials developed by Consultant therefrom, be returned to PG&E when no longer needed for the performance of Consultant's services and Work for PG&E.

11.3 In the event that Consultant is in doubt whether certain information is confidential and/or Proprietary Information, Consultant shall treat the information as confidential and/or Proprietary Information.

11.4 Consultant hereby agrees that it will require all of its employees, Subcontractors, and Subcontractor employees who will perform Work or services under this Contract to sign a non-disclosure agreement in the form attached hereto as Exhibit D, Non-Disclosure and Use of Information Agreement. Prior to starting said Work or services, Consultant shall promptly furnish the original signed non-disclosure agreements to PG&E

12.0 SUPPLIER DIVERSITY PROGRAM POLICY

The Consultant must read and comply with the requirements of PG&E's Supplier Diversity Program Policy contained in Section 9.1 "PG&E's Supplier Diversity Policy" of the General Conditions, Exhibit 1 "PG&E Supplier Diversity Policy" to the General Conditions, and Exhibit 2 "Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" to the General Conditions.

- 12.1 CPUC General Order 156 promotes purchasing goods and services from women, minority and disabled veteran-owned and controlled business enterprises (WMDVBEs).
- 12.2 There are no specific WMDVBE goals that have been established for Consultant to meet in this Contract. However, PG&E expects Consultant to assist PG&E in working with WMDVBEs. As part of Consultant's proposal, Consultant set forth WMDVBE spending which it deems to be appropriate for this Contract.
- 12.3 Consultant shall submit to PG&E, in writing, a subcontracting and/or supplier plan in accordance with the requirements of Exhibit 1 "PG&E Supplier Diversity Policy" to the General Conditions.
- 12.4 In addition to the subcontracting plan, Consultant shall provide to PG&E a list of verified WMDVBE's that it expects to do business with during the term of this Contract and shall submit this information on Exhibit 1-A "List of Subcontractors/Subsuppliers and Disbursement Record".
- 12.5 Primary verification of WMDVBEs shall be the CPUC WMDVBE Clearinghouse.
- 12.6 **REPORTING COMMITMENT:** Consultant shall provide timely and accurate reporting of Consultant's detailed spent information with diverse suppliers on PG&E's Supplier Diversity Management System (SDMS) as described in Exhibit 1 "PG&E Supplier Diversity Policy" of the General Conditions.



EXHIBIT A

Contract Work Authorization (CWA)

This Contract Work Authorization (“CWA”) No. [enter #] is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. [enter #] dated [enter Date] (the “MSA”) between the below-named Contractor (“Contractor”), [enter Legal Title], and Pacific Gas and Electric Company (“PG&E”), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor’s Legal Name:	[enter Name]	Total Number of Pages: [enter #]
Contractor’s Address:	[Street Address] [PO Box] [City, State Zip Code]	
Project Name:	[enter Name]	
Job Location:	[enter Location]	

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.
[enter Work Summary here]

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1: Scope of Work, [enter Pages # through #]
[enter Attachment # (Use for additional attachments or Delete)]

CWA TERM: This CWA is effective upon signature by both parties and expires on [enter Date]. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of [enter Date].

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

TOTAL: [enter total dollar amount and appropriate language based on pricing method for Work]

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

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: [enter FIRM NAME HERE]	
Signature		Signature	
Name	[enter Name]	Name	
Title	[enter Title]	Title	
Date		Date	

ADMINISTRATION			
PG&E Negotiator	[enter Name]	Contractor Represent	
Phone	[enter #]	Phone	
Email	[enter Address]	Email	
Accounting Reference	[enter Account # if known or Delete]		
PG&E Work Supervisor:	[enter Name]	Phone:	[enter #]
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the CWA number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	[Name] [Street Address/Mail Code] [City, State Zip Code]	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay . *Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



Pacific Gas and Electric Company
Contractor Values

Exhibit B

PG&E places high value on our customers, employees, and shareholders, the environment, safety, continuous improvement; and conducting our business in an ethical manner. We expect contractors working for PG&E to do the same. We will judge their performance, in part, on how these values are met in the course of working for us.

CUSTOMER RELATIONS: PG&E is committed to understanding the services that are of value to our customers in an increasingly diverse society and providing those services safely, dependably, courteously, and at fair prices. Actions of our contractor affect our customers' and the general public's perception of PG&E; therefore, we expect our contractors to conduct their work in this same safe, dependable, and courteous manner.

ENVIRONMENT: PG&E is dedicated to being a leader in the energy industry with respect to environmental issues. Environmental protection and enhancement is a fundamental corporate direction as PG&E recognizes that a sound environmental policy and sound business practices go hand in hand. PG&E expects its contractors to contribute to the success of maintaining our leadership in the environmental arena by conducting all aspects of work performed for PG&E in an environmentally sensitive manner which maintains and, when feasible, improves the quality of the environment.

SAFETY: PG&E is committed to maintain and promote job safety and health for our employees, customers and the general public, and we expect contractors performing work for PG&E to do the same. We are committed to working with contractors who conduct their work safely by providing adequate training and a safe work environment.

CONTINUOUS IMPROVEMENT: PG&E includes among its corporate goals providing its employees with fair compensation and the opportunity for fulfilling careers and individual growth. One way of accomplishing this objective is by continually improving our work processes in all aspects of our business. A major element of continuous improvement is employee involvement. We expect our contractors to be a part of this process by joining with PG&E in creating a work environment that encourages all employees to become involved by sharing experiences, viewing other employees as a resource, recognizing and reinforcing behaviors that lead to work process improvements and participating in collaborative efforts with PG&E to improve the work process.

BUSINESS ETHICS: Integrity, honesty, professionalism, and ethical business conduct are expected of all our contractors.

USE THIS COPY OF EXHIBIT C FOR PROPOSING CHANGES ONLY!! (Otherwise, fill out 04.1 Specification Exhibit C, Sign and Upload.

2013 CONSULTANT HOURLY RATE SCHEDULE

Company	Name	Labor Classification	Billing Rates (\$/Hr)

Other Reimbursable Expenses

Reference Section 8.1.3 "Reimbursable Expense", above.

**PACIFIC GAS AND ELECTRIC COMPANY
NONDISCLOSURE AGREEMENT**

USE THIS COPY OF EXHIBIT D FOR PROPOSING CHANGES ONLY!! (Otherwise, fill out 04.1 Specification Exhibit D, Sign and Upload.

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of _____, 200_ (“Effective Date”) and entered into between Pacific Gas and Electric Company (“PG&E”), and _____ (“Consultant”).

In consideration of the mutual covenants set forth below, the parties hereby agree as follows:

1. “Confidential Information” shall mean, collectively, all agreements and associated documents (regardless of whether such agreement(s) and associated documents are executed or in draft form), technical, financial and business information of any kind whatsoever including, where appropriate and without limitation, all data, specifications, technology, ideas, know-how, improvements, maps, technical drawings, inventions (whether or not patentable or copyrightable), trade secrets, that is provided by or on behalf of PG&E, and without limiting the foregoing, any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever that would reasonably be considered the confidential or proprietary information of PG&E, its parent company, its subsidiaries or affiliates and/or third parties who have licensed or provided such information to PG&E given the nature of the information or manner of disclosure, in each case disclosed by or on behalf of PG&E to Consultant or obtained by Consultant through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential or proprietary. Confidential Information shall not include information that Consultant can establish by written documentation:

- (a) has been publicly known prior to disclosure by PG&E of such information to Consultant;
- (b) has become publicly known, without fault on the part of Consultant or its Representatives, subsequent to disclosure by PG&E of such information to Consultant;
- (c) has been or is received by Consultant at any time on a non-confidential basis from a source, other than PG&E, lawfully having possession of and the right to disclose such information; or
- (d) has been independently developed by Consultant, as demonstrated by the written records of Consultant, without use of Confidential Information.

2. In the course of reviewing and evaluating information in connection with Work as California Public Utility Commission Independent Evaluator pursuant to California Public Utility Commission (“CPUC” or “Commission”) Decisions 04-12-048, 06-05-039, 06-06-066, 07-012-052, 09-06-050 (the “Transaction”), and 12-01-033, PG&E may disclose certain Confidential Information to Consultant, with each such disclosure being subject on the terms and conditions of this Agreement. Consultant agrees to be bound by the terms and conditions in this Agreement in exchange for PG&E’s disclosure of its Confidential Information.

3. Consultant hereby acknowledges that PG&E is the owner or licensee or rightfully has possession of the Confidential Information. Consultant shall not use any of the Confidential Information at any time except for the Transaction. Consultant shall hold the Confidential Information in strict confidence and shall not, directly or indirectly, disclose the Confidential Information to any third party without the prior written consent of PG&E. Consultant shall keep the Confidential Information in a safe and secure location. Consultant agrees to only disclose the Confidential Information to Consultant's employees on a need-to-know basis, as reasonably necessary, who are bound by written agreements with Consultant to maintain the Confidential Information of PG&E in confidence on terms that are materially similar to those set forth herein (collectively, the "Representatives").

4. Notwithstanding the foregoing, in the event that Consultant becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process to disclose any of the Confidential Information, Consultant shall give PG&E prompt prior written notice of such requirement so that PG&E may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement and if such protective order or other remedy is not obtained, or PG&E waives compliance with the terms hereof, Consultant agrees to provide only that limited portion of the Confidential Information that it is required by the Commission pursuant to CPUC Decisions 04-12-048, 06-05-039, 06-06-066, 07-012-052, 09-06-050, and 12-01-033, and to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment. PG&E may request that Consultant disclose certain information to the CPUC pursuant to the decisions referred to above. In that case, prior to such disclosure, Consultant shall work with PG&E to determine whether or not such information shall be marked confidential before being provided to the CPUC.

5. Upon the written request of PG&E, Consultant shall immediately return all tangible items relating to Confidential Information, including all written material, photographs, models, compounds, compositions and the like made available or supplied by PG&E to Consultant, and all copies and derivatives thereof. Without limiting the foregoing, Consultant that all confidential or proprietary information shall, together with any copies, reproductions and other records, thereof, in any form, and all information and materials developed by Consultant therefrom, be returned to PG&E or destroyed by Consultant, as PG&E shall instruct upon Consultant's completion of the Transaction. Consultant shall provide PG&E with a written certification of return or destruction signed by an officer or other individuals authorized to bind Consultant.

6. As between PG&E and Consultant, PG&E's Confidential Information will remain the property of PG&E. Nothing contained in this Agreement will be construed as obligating PG&E to disclose Confidential Information to Consultant, or as granting to or conferring on Consultant, expressly or by implication, any rights or license to the Confidential Information.

7. Consultant is aware, and will advise its Representatives who are informed of the matters that are the subject of this Agreement, of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

8. Consultant will not disclose any information or make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Agreement, the Confidential Information, the Transaction and/or the potential commercial relationship between the parties or Consultant's performance hereunder without the prior written consent of PG&E. Consultant shall immediately refer all media inquiries concerning PG&E to PG&E. Consultant will not make any reference to PG&E or to the existence of this Agreement in any advertising or other publication (except for confidential, internal company publications), without PG&E's prior written consent and Consultant will not associate or in any way connect its name, trademark or any other intellectual property right to any name, trademark or any other intellectual property right of PG&E without PG&E's prior written consent. The fact that PG&E and Consultant have entered into this Agreement does not constitute, nor does it imply in any way, endorsement by PG&E of Consultant, and Consultant will not indicate or imply that PG&E endorses, recommends, or vouches for Consultant in any form of written, verbal, or electronic advertisement, communication, or any other business development effort, without PG&E's prior written consent.
9. PG&E and its agents, auditors (internal and external), and other representatives as PG&E may designate will have the right to inspect, examine and audit the systems, records, data, practices and procedures of Consultant with respect to Consultant's performance hereunder.
10. This Agreement shall last until and cover Confidential Information received by the Consultant for five (5) years following the Effective Date. Notwithstanding the foregoing, all of the Consultant's duties of confidentiality and non-use shall, with respect to Confidential Information, continue until such time that Confidential Information is no longer deemed confidential by PG&E or falls within one of the exceptions set forth in Section 1.
11. Consultant may not transfer or assign all or part of this Agreement, whether by operation of law or otherwise, without the prior written consent of PG&E.
12. PG&E makes no express or implied warranty or representation relating to the Confidential Information (including as to completeness) or its use, and hereby disclaims all warranties, including without limitation, the implied warranties of merchantability, fitness of a particular purpose and non-infringement. PG&E provides the Confidential Information on an "as is" basis and Consultant's use of the Confidential Information shall be at its own risk.
13. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and shall supersede all previous communications, representations, understandings, acknowledgements and agreements, whether oral or written, by or between the parties with respect to Confidential Information, whether heretofore or hereafter disclosed between the parties.
14. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto. Regardless of PG&E's review, audit or inspection of Consultant, or other act or omission, Consultant will remain responsible for complying with all the terms and conditions of this Agreement and such acts or omissions of PG&E will not constitute a waiver.

15. This Agreement shall in no way be construed to (i) preclude in any way either party from pursuing any business opportunities; (ii) establish any relationship between the parties with respect to such business opportunities; or (iii) establish any relationship between the parties with respect to the Transaction.

16. Consultant shall be responsible for any breach of the provisions of this Agreement by it and its Representatives. In the event that Consultant learns of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Consultant or its Representatives or reasonably believes such use, disclosure or breach to have occurred, Consultant shall immediately notify PG&E in writing, and shall cooperate with PG&E in every reasonable way to help PG&E regain possession of such Confidential Information and to prevent its further unauthorized use.

17. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated in a California State Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court of competent jurisdiction situated in the State of California..

18. Consultant understands and agrees that, because of the unique nature of the Confidential Information, PG&E will suffer irreparable harm if Consultant fails to comply with any of its obligations under this Agreement, and monetary damages inadequate to compensate PG&E for such breach. Accordingly, Consultant agrees that PG&E shall, in addition to any other remedies available to PG&E at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement without posting will be a bond or other undertaking. It is further understood and agreed that no failure or delay by PG&E in exercising any right, power or privilege hereunder shall cooperate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

19. The covenants and agreements set forth in this Agreement are each deemed separate and independent, and if any such covenant or agreement is determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, including without limitation by reason of such covenant or agreement extending for too great a period of time or over too great a geographical area, or by reason of its being too extensive in any other respect, such covenant or agreement, to the specific extent that it is unenforceable, shall be deemed automatically deleted from this Agreement and shall be interpreted to extend only over the maximum period of time and geographical area, and to the maximum extent in all other respects, as to which it is valid and enforceable, in order to effectuate the parties' intent to the greatest extent possible. Any such deletion or interpretation shall have no effect on the validity or enforceability of any remaining provision of this Agreement.

20. This Agreement has been negotiated by both parties and shall not be strictly construed against either party.

21. This Agreement may be executed in one or more original or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Intending to be legally bound, each of the undersigned Parties has caused its duly authorized representative to execute the Agreement as of the Effective Date.

Pacific Gas and Electric Company
By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

EXHIBIT E
2013 Preferred Lodging Directory

Sample of San Francisco Hotels

Best Western Plus Tuscan Inn at Fisherman's Wharf
425 North Point Street
San Francisco, CA 94133
415-561-1100
2013 Season Low: \$179
2013 Season High: \$205

Hilton San Francisco Financial District
750 Kearny Street
San Francisco, CA 94108
415-433-6600
2013 Season Low: \$229
2013 Season High: \$229

Hilton San Francisco Fisherman's Wharf
2620 Jones Street
San Francisco, CA 94133
415-885-4700
2013 Season Low: \$149
2013 Season High: \$209

Hotel Griffon
155 Steuart Street
San Francisco, CA 94105
415-495-2100
2013 Season Low: \$182
2013 Season High: \$182

Club Quarters San Francisco
424 Clay Street
San Francisco, CA 94105
415-392-7400
2013 Season Low: \$172
2013 Season High: \$202

Holiday Inn San Francisco International Airport
275 South Airport Boulevard
S San Francisco, CA 94080
650-873-3550
2013 Season Low: \$129
2013 Season High: \$149

Holiday Inn San Francisco-Fishermans Wharf
1300 Columbus Avenue
San Francisco, CA 94133
415-771-9000
2013 Season Low: \$135
2013 Season High: \$195

Courtyard San Francisco Downtown
299 Second Street
San Francisco, CA 94105
415-947-0700
2013 Season Low: \$224
2013 Season High: \$224

Marriott San Francisco Union Square
480 Sutter Street
San Francisco, CA 94103
415-398-8900
2013 Season Low: \$219
2013 Season High: \$219

Renaissance The Stanford Court San Francisco Hotel
905 California Street - Nob Hill
San Francisco, CA 94108
415-989-3500
2013 Season Low: \$214
2013 Season High: \$214

Hyatt Regency San Francisco
5 Embarcadero Center
San Francisco, CA 94111
415-788-1234
2013 Season Low: \$245
2013 Season High: \$245