

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



May 31, 2007

Advice Letter 2830-G/3047-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: General Services Administration Areawide Agreement with the Federal
Government in Accordance with General Order 96-A, Section X.B

Dear Ms. de la Torre:

Advice Letter 2830-G/3047-E is effective February 28, 2007. A copy of the advice letter is returned herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean H. Gallagher'.

Sean H. Gallagher, Director
Energy Division

REGULATORY RELATIONS	
M Brown	Tariffs Section
R Dela Torre	D Poster
B Lam	M Hughes
JUN 4 2007	
Return to _____	Records _____
cc to _____	File _____



**Pacific Gas and
Electric Company™**

Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226

May 1, 2007

Advice 2830-G/3047-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

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

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits, in accordance with Section X.B of General Order 96-A, 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 2013-G/1661-E, dated April 8, 1997 and expired on March 1, 2007.

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.

Tariff Changes

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

Protests

Anyone wishing to protest this filing may do so by sending a letter by **May 21, 2007**, which is **20** days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: mas@cpuc.ca.gov and inj@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4005 and Honesto Gatchalian, Energy Division, at the address shown above.

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

Pacific Gas and Electric Company
Attention: Brian Cherry
Vice President, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice letter become effective on **February 28, 2007**.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter are being sent electronically and via U.S. mail to parties shown on the attached list and the service list for A.05-12-002 and A.05-12-021. Address

May 1, 2007

changes should be directed to Rose De La Torre (415) 973-4716. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs>

A handwritten signature in black ink, appearing to read "Rose De La Torre". The signature is fluid and cursive, with the first name "Rose" being the most prominent.

Vice President, Regulatory Relations

Attachments:

cc:

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 (ID39E)

Utility type:

☒ ELC

☒ GAS

☐ PLC

☐ HEAT

☐ WATER

Contact Person: David Poster

Phone #: (415) 973- 1082

E-mail: dxpu@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) #: 2830-G/3047-E

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

Keywords (choose from CPUC listing): GSA Agreement in Compliance with General Order 96-A, Section X.B

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

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Resolution Required? ☐ Yes ☒ No

Requested effective date: 02-28-07

No. of tariff sheets: 2

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:

Service affected and changes proposed: N/A

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

Protests 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:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

mas@cpuc.ca.gov and jnj@cpuc.ca.gov

Utility Info (including e-mail)

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 2830-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
24897-G	Contracts and Deviations -- List of Contracts and Deviations-	17877-G

**ATTACHMENT 1
Advice 3047-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
26321-E	Contracts and Deviations -- List of Contracts and Deviations	17007-E



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

24897-G
17877-G

LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Name and Location of Customer	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff		
PG&E Installation Reference No.				Schedule or Rule No.	Contract Difference	
CORPORATE CENTER						
Federal Agencies						
General Services Administration	Res/ Coml/ Ind	2-28-07 10 years	G.O.96-A,X.B	—	Areawide Agreement	(T)
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	1-31-82 —	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.

(Continued)

Advice Letter No. 2830-G
Decision No.

106558

Issued by
Brian K. Cherry
Vice President
Regulatory Regulations

Date Filed May 1, 2007
Effective February 28, 2007
Resolution No. _____



LIST OF CONTRACTS AND DEVIATIONS
(Continued)

Name and Location of Customer	Type or Class of Service	Execution and Expiration Dates	Commission Authorization Number and Date	Most Comparable Regular Tariff	
PG&E Installation Reference No.				Schedule or Rule No.	Contract Difference
CORPORATE CENTER					
<u>Federal Agencies</u>					
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	2-28-07 10 Years	G.O.96-A,X.B.	—	Areawide Agreement (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
<u>State Agencies</u>					
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
<u>Supplemental Power</u>					
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
<u>Developers/Subdividers</u>					
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.

(Continued)

Areawide Public Utility Contract
for
**Electric, Electric Transmission, Natural Gas, Gas
Transportation, and Energy Management Services**
Contract No. GS-00P-07-BSD-0505
between the
United States of America
and
Pacific Gas and Electric Company

Negotiated Areawide Contract
No. GS-00P-07-BSD-0505

between the
United States of America
and
Pacific Gas and Electric Company

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NEGOTIATED AREAWIDE CONTRACT
No. **GS-00P-07-BSD-0505**

BETWEEN THE
UNITED STATES OF AMERICA
AND
PACIFIC GAS AND ELECTRIC COMPANY

THIS AREAWIDE CONTRACT FOR electric, electric transmission, natural gas, gas transportation and energy management service is executed this 28th day of ~~Feb~~, 200~~7~~, 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 gas and electric utility company that is regulated by the California Public Utilities Commission (CPUC) at the state level and by the Federal Energy Regulatory Commission (FERC) at the federal level;

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 "Commissions") all of its effective tariffs, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable;

WHEREAS, electric, electric transmission, natural gas, gas transmission and energy management services are types of services that are customarily used by the general public and in other aspects meets the criteria necessary to be considered a Commercial Item as defined in the Federal Acquisition Regulation (FAR), 48 CFR 41.201;

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, electric transmission, natural gas, gas transmission and energy management services at each Federal facility where the value of the utility service provided is expected to exceed \$100,000 per year;

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

WHEREAS, the Government has a present and continuing requirement for electric, electric transmission, natural gas, gas transportation and energy management services from the Contractor under the Areawide Public Utilities Contract for electric, electric transmission, natural gas, gas transmission and energy management services (Contract No. GS-OOP-97-BSD-0043) that expires on February 28, 2007, 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, electric transmission, natural gas, gas transportation and energy management services from the Contractor and to facilitate partnering arrangements as encouraged and authorized by P.L. 102-486 (Energy Policy Act of 1992) 10 U.S.C. 2865 and 42 U.S.C. 8256);

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

ARTICLE 1. DEFINITIONS.

1.1. As used in this contract,

(a) the term "Areawide Contract" means this master contract entered into between the Government and Contractor to cover the utility service acquisitions of all Federal agencies from Contractor within the boundaries of the Contractor's certificated service territory as defined by the CPUC, for a period not to exceed ten (10) years.

(b) the term "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;

(c) the term "Ordering Agency" means any Agency that enters into a bilaterally executed Authorization for procurement of electric, electric transmission, natural gas, gas transportation, energy management services, and other services provided by PG&E that are regulated or otherwise authorized by the CPUC under this Areawide Contract;

(d) the term "Authorization" means an order form used to acquire utility services under this areawide contract (see Exhibit "A" Authorization for Electric Service and Exhibit "B" Authorization for Natural Gas Service);

(e) the term "Termination Authorization" means an order form used to discontinue or disconnect services under this Areawide Contract (See Exhibit "A" Authorization for Electric Service and Exhibit "B" Authorization for Natural Gas Service;

(f) the term "Service" means any electric, electric transmission, natural gas or gas transportation services or energy management services generally available from the Contractor pursuant to Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable;

(g) the term "Electric Service" means regulated electric commodities, transmission, distribution, and/or related services, and other services provided by PG&E that are regulated or otherwise authorized by the CPUC;

(h) the term "Gas Service" means regulated gas commodity, where applicable, transportation, distribution, and/or related services, and other services provided by PG&E that are regulated or otherwise authorized by the CPUC;

(i) the term "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) ; and

(j) the term "Energy Management Service (EMS)" means any project that reduces and/or manages energy demand and/or usage 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.

(k) the term "Contractor's Tariffs" means CPUC and FERC 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 Commissions;

(l) the term "Contractor's Terms and Conditions" for this Agreement , means the terms, conditions, policies, payment terms and prices established by the Contractor for those services that are provided pursuant to this Contract but not specifically subject to Commission approval;

(m) the term "Connection Charge" means a Contractor's charge(s) for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply 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;

(n) the term "Class of Service" or "Service Classification" means those categories of service established in the Contractor's Tariff as filed with the Commission;

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, and Contractor's tariffs, all of 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 1st day of March, 2007, and shall continue for a period of ten (10) years, 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 14.1-25, or the Contractor, upon 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 the contract, up to and including the last effective date. Any Authorization negotiated and executed during the term of Contract No. GS-00P-97-BSD-0043 shall be valid during the term of this 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 Service. 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 Commissions, if applicable.

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 and consistent with regulation and past practices/limitations on applicability. 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. 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(s) of a special nature, provided such negotiated rates or service are in accordance with the rules and regulations of the Commissions, if applicable. All Service furnished under this Areawide Contract shall be in accordance with PG&E's effective tariff schedules, which shall at all times be subject to such changes or modifications as the Commissions may direct from time-to-time in the exercise of their jurisdiction.

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. Prior to entering into an Authorization for goods and/or services generally available from other sources on a competitive basis, the Contracting Officer shall obtain a justification for utilizing other than full and open competition in accordance with the policies and procedures described in Subpart 6.3 of the Federal Acquisition Regulations. A sample justification for other than full and open competition for energy management services can be found in the booklet entitled "Procuring Energy Management Services with the Utility Areawide contract which is located on the General Services Administration's website.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1 A complete listing of all Contractor's Tariffs is available to the Government and any ordering Agency electronically at the Contractor's website accessible via www.PGE.com.

5.2. Subject to the provisions of Article 2.3, all electric, electric transmission, natural gas, gas transportation, energy management, and other services provided by PG&E that are regulated or otherwise authorized by the CPUC, 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. Throughout the term of the 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 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, the Commission's rules and regulations, or the Contractor's policies and practices applicable to all customers, 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, 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 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 Tariffs are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA.

The electric, electric transmission, natural gas, gas transportation and energy management services 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 Commissions 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. The ordering Agency shall effect payment of all bills for regulated services rendered under this Contract in accordance with the terms of the Contractor's Tariff. Payment for service shall be due and payable within fifteen (15) days from date of presentation. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph.

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.

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, as prescribed by Contractor's tariffs. 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 monthly 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 Commissions' 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 Commissions' regulations. The tests and applicable meter accuracy standards are those set forth in the Commissions' regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Commissions' regulations.

8.4. For the purposes of this Article, 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 life 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 Commissions' 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 contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs and the Commissions' rules and regulations.

9.3 Any special or added facilities installed at the Government's request shall be installed in accordance with PG&E's Rule 2.

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 of Service, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely 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 of Service, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely 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 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 this Areawide Contract and at its expiration or termination for the purpose of reading meters, making installations, repairs, 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.

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 has occurred, or is certain to occur, the Contractor shall notify the Contracting Officer at the address provided in Article 16.1 within thirty (30) days of such ownership change. In the event the Contractor fails to make the notification required by this Article 12.2, the Government cannot guarantee the payment of outstanding invoices in accordance with the provisions of Article 7.1.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor on Form PBS 3503 which is on file with the Government.

ARTICLE 14. SUPPLEMENTAL CLAUSES.

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

This 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

This 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>.

	<u>FAR REF</u>	<u>Federal Acquisition Regulation</u>
(1)	52.202-1	Definitions (JUL 2004)
(2)	52.203-3	Gratuities (APR 1984)
(3)	52.203-5	Covenant Against Contingent Fees (APR 1984)
(4)	52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
(5)	52.203-7	Anti-Kickback Procedures (JUL 1995)
(6)	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
(7)	52.204-4	Printed/Copied Double-Sided on Recycled Paper (AUG 2000)
(8)	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
(9)	52.211-10	Commencement, Prosecution and Completion of Work (APR 1984)*
(10)	52.215-19	Notification of Ownership Changes (OCT 1997)
(11)	52.219-8	Utilization of Small Business Concerns (MAY 2004)
(12)	52.219-9	Small Business Subcontracting Plan (JAN 2002)
(13)	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
(14)	52.222-26	Equal Opportunity (APR 2002)
(15)	52.223-14	Toxic Chemical Release Reporting (AUG 2003)
(16)	52.229-1	State and Local Taxes (APR 1984)
(17)	52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)*
(18)	52.232-25	Prompt Payment (OCT 2003)
(19)	52.232-23	Assignment of Claims (JAN 1986)
(20)	52.232-34	Electronic Funds Transfer Payment (MAY 1999)
(21)	52.233-1	Disputes (JULY 2002)
(22)	52.236.5	Material and Workmanship (APR 1984)*
(23)	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
(24)	52.241-2	Order of Precedence – Utilities (FEB 1995)
(25)	52.241-3	Scope and Duration of Contract (FEB 1995)*
(26)	52.241-4	Change in Class of Service (FEB 1995)*
(27)	52.241-5	Contractor's Facilities (FEB 1995)*
(28)	52.241-7	Changes in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(29)	52.241-11	Multiple Service Locations (FEB 1995)*
(30)	52.242-13	Bankruptcy (JUL 1995)
(31)	52.243-1	Changes-Fixed Price(AUG 1987)
(32)	52.244-5	Competition in Subcontracting (Dec 1996)
(33)	52.249-	Default (Particular version to be specified in Exhibit)*
(34)	52.249-2	Termination for Convenience of the Government (Fixed Price)(MAY 2004)
(35)	52.253-1	Computer Generated Forms (JAN 1991)
(36)	52.2332-27	Prompt Payment for Construction Contracts (FEB 2002)*

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

14.2 Repeal of Clauses During Term of 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 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 the contract or other clauses referenced in this Article.

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 life of this Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Center 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, Energy Center of Expertise (PLA), 301 7th Street, SW, Room 4004, Washington, DC 20407.

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, Corporate Account Services, 77 Beale Street, Room 1941E, Mail Code B19C, P. O. Box 770000, San Francisco, CA 94177-0001 or to such other person as the Contractor may hereafter designate in writing.

16.3 All communications to PG&E regarding legal matters of this Areawide Contract shall be mailed to: General Counsel, Law Department, Pacific Gas and Electric Company, P. O. Box 7442, San Francisco, CA 94120.

16.4. The Contractor shall provide GSA with a copy of all fully executed Exhibit "A" Authorization for Utility Service including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING

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 April 1 of each year during the life 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 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 14.1-24 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 14.1-8 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 COMPANY 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.

18.5. The Contractor shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and approval. Upon approval of the preliminary audit or analysis and a receipt of a notice to proceed, the Contractor may negotiate Task Orders with the Ordering Agency for the implementation of the energy conservation measures described in the preliminary documents. The Contractor shall provide GSA with copies of fully executed Exhibit " _ " Authorizations for Energy Management Service resulting from approved energy audits including any applicable attachments at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under 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 UESC contract 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 Energy Conservation Measure.

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the utility 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 the 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 contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

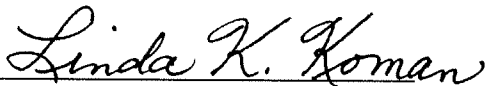
19.4 Term of Authorizations: It is recognized that during the life of this contract, situations and/or requirements may arise where it may be desirable that the term of service to an ordering Agency's facility extend beyond the term of this contract. In such event, the particular Authorization involved may specify a term extending beyond the term of this contract, provided that 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.

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

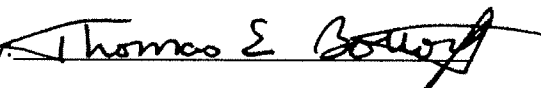
UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: 
GSA Energy Center of Expertise
Contracting Officer

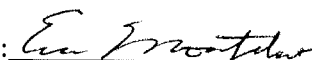
ATTEST:

By: 
GSA Energy Center of Expertise

PACIFIC GAS AND ELECTRIC COMPANY

By: 
Title: Sr. Vice President

ATTEST:

By: 
Title: ASSISTANT CORPORATE SECRETARY

CERTIFICATE

ASSISTANT
CORPORATE

I, ERIC MONTEAMBERT, certify that I am SECRETARY of Pacific Gas and Electric Company,
named as Contractor in the negotiated Areawide public utility contract No. GS-OOP-07-BSD-0505____; that
THOMAS E. BOSTORFF, who signed said contract on behalf of the Contractor, was then
SR. VICE PRESIDENT of said Corporation; and that said contract was duly signed for and
on behalf of said Corporation and is within the scope of its corporate powers.

/s/ Eric Montebert

(Corporate Seal)

EXHIBIT "A"

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

PACIFIC GAS AND ELECTRIC COMPANY
AUTHORIZATION FOR ELECTRIC SERVICE, ELECTRIC TRANSMISSION SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION OF ELECTRIC SERVICE UNDER
CONTRACT NO. **GS-OOP-07-BSD-0505**

Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-07-BSD-0505 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, ☐ Transmission
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities, ☐ Other

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) _____ 52.241-3 *Scope and Duration of Contract (FEB 1995)*
(2) _____ 52.241-4 *Change in Class of Service (FEB 1995)*
(3) _____ 52.241-5 *Contractor's Facilities (FEB 1995)*
(4) _____ 52.241-7 *Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)*
(5) _____ 52.241-11 *Multiple Service Locations (FEB 1995)*

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:

(Ordering Agency)

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

By: _____
Authorized Signature

Title: _____

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 Center of Expertise (PLA), General Services Administration, Washington, DC 20407.

EXHIBIT "B"Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)**PACIFIC GAS AND ELECTRIC COMPANY**
AUTHORIZATION FOR NATURAL GAS SERVICE, GAS TRANSPORTATION SERVICE, CHANGE IN NATURAL GAS SERVICE,
OR DISCONNECTION OF NATURAL GAS SERVICE UNDER
CONTRACT NO. GS-OOP-07-BSD-0505Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-07-BSD-0505 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: ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ Gas Transportation,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special Facilities, ☐ OtherOTHER 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 NATURAL GAS USAGE: _____ THERMS,

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) _____ 52.241-3 *Scope and Duration of Contract (FEB 1995)*
(2) _____ 52.241-4 *Change in Class of Service (FEB 1995)*
(3) _____ 52.241-5 *Contractor's Facilities (FEB 1995)*
(4) _____ 52.241-7 *Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)*
(5) _____ 52.241-11 *Multiple Service Locations (FEB 1995)*

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:

(Ordering Agency)By: _____
Authorized Signature

Title: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)By: _____
Authorized Signature

Title: _____

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 Center of Expertise (PLA), General Services Administration, Washington, DC 20407.

EXHIBIT "C"

Contractor's ID NO. _____ (Optional)

Ordering Agency's ID NO. _____ (Optional)

PACIFIC GAS AND ELECTRIC COMPANY
AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES
CONTRACT NO. GS-OOP-07-BSD-0505

Ordering Agency: _____

Address: _____

Pursuant to Contract No. GS-OOP-07-BSD-0505 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 (SEP 2002)

Supersedes provisions of payment clauses in Article 14.

(3) 52.236-5 Material and Workmanship (APR 1984)

(4) 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated

Services (FEB 1995) (Use full Text of Clause)

(5) 52.243-1 Changes-Fixed Price (AUG 1987)

(6) 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)

PACIFIC GAS AND ELECTRIC COMPANY
(Contractor)

By: _____
Authorized Signature

Title: _____

Date: _____

Telephone No. _____

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 Center of Expertise (PLA), General Services Administration, Washington, DC 20407.

**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Kahl
Ancillary Services Coalition
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
Blue Ridge Gas
Bohannon Development Co
BP Energy Company
Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
CA Cotton Ginners & Growers Assoc.
CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California Gas Acquisition Svcs
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
Cameron McKenna
Cardinal Cogen
Cellnet Data Systems
Chevron Texaco
Chevron USA Production Co.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services

Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynergy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
Gas Transmission Northwest Corporation
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Hanna & Morton
Heeg, Peggy A.
Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Matthew V. Brady & Associates
Maynor, Donald H.
MBMC, Inc.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
Office of Energy Assessments
OnGrid Solar
Palo Alto Muni Utilities

PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar
Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Sempra
Sempra Energy
Sequoia Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tecogen, Inc
TFS Energy
Transcanada
Turlock Irrigation District
U S Borax, Inc
United Cogen Inc.
URM Groups
Utility Resource Network
Wellhead Electric Company
White & Case
WMA