

GENERAL INSTRUCTIONS AND PROVISIONS



REQUEST FOR PROPOSAL No. **TBD**

FOR **TBD**

RFP Schedule	Date
RFP Distributed to Bidders	mm/dd/yyyy
Last Day to Submit Written Questions to PG&E	mm/dd/yyyy
Questions and Answers to be posted for Bidder Review	
RFP Responses Due	mm/dd/yyyy, hh:mm PM Pacific Time
Selection of Finalists [Omit if not needed]	mm/dd/yyyy
Finalist Interviews [Omit if not needed]	mm/dd/yyyy
Target Date for Contract Execution [Omit if not needed]	mm/dd/yyyy
Target Date for New Program Commencement [Omit if not needed]	mm/dd/yyyy

The RFP Schedule is subject to change at PG&E's sole discretion at any time. PG&E will not be liable for any change in the schedule. PG&E will endeavor to notify Bidders of any schedule change, but shall not be liable for any change in the schedule or for failing to provide notice of any change.

TABLE OF CONTENTS

1.0	INTRODUCTION	3
2.0	PURPOSE OF THIS RFP	3
3.0	RFP STRUCTURE	3
5.0	PROCEDURES FOR RESPONDING	5
6.0	BIDDER QUESTIONS AND REQUESTS FOR INFORMATION	5
8.0	BIDDER'S PROPOSAL PREPARATION COST	7
9.0	EVALUATION CRITERIA AND TWO-STEP BIDDING	7
10.0	NO GUARANTEE OF WORK	7
11.0	RESERVATION OF RIGHTS	7
12.0	BIDDER'S PROPRIETARY INFORMATION	8
13.0	LIMITATION OF REMEDIES	8
14.0	SUPPLIER DIVERSITY STATEMENT	8
15.0	ENVIRONMENTAL STATEMENT	9
16.0	SAFETY STATEMENT	10
17.0	ETHICS STATEMENT	10

1.0 INTRODUCTION

Pacific Gas and Electric Company (PG&E), incorporated in California in 1905, is one of the largest combination natural gas and electric utilities in the United States. Based in San Francisco, PG&E is a wholly owned subsidiary of PG&E Corporation. PG&E's operations are regulated by the California Public Utilities Commission (CPUC) and other regulatory agencies.

There are approximately 20,000 employees who carry out PG&E's primary business—the transmission and delivery of energy. PG&E provides natural gas and electric service to approximately 14 million people throughout a 70,000-square-mile service area in Northern and Central California. Our customers include over 20,000 schools, 3,000 hospitals, 20,000 high-tech companies and 700 military facilities. As the primary natural gas and electric service provider for Northern and Central California, PG&E's service area stretches from Eureka to Bakersfield, and from the Pacific Ocean to the Sierra Nevada. PG&E provides electricity to over 4.9 million customers and natural gas to over 3.9 million customers.

PG&E is committed to enhancing its supply base to include contractors who can contribute to PG&E's corporate values, including diversity, safety, environmental stewardship, and corporate integrity. The RFP evaluation process is intended to provide opportunities for successful firms to expand their business with PG&E, new firms to establish business with PG&E, and for PG&E to realize reductions in costs, both internal and external, while experiencing enhanced commitment to corporate values. This will be an exciting opportunity for PG&E and its suppliers – both current and new – to reshape the way we work together and to improve PG&E's operations.

2.0 PURPOSE OF THIS RFP

The purpose of this RFP is to solicit bids for **TBD**.

- **TBD**

3.0 RFP STRUCTURE

1. "General Instructions," describes the RFP structure and applicable bid submittal instructions.
2. "Certificates & Forms," is a collection of certificates that must be produced and forms that must be completed and returned via Power Advocate as part of each Bidder's proposal submittal.
3. "Statement of Work and Specific Conditions," describes the work that selected Bidder will be performing and PG&E's specific terms and conditions for this work. **[Tailor this subsection for your RFP. The SOW and Specific Conditions may be replaced with a questionnaire and/or pricing sheet.]**

4. "Supplier Diversity", "Green", and "Safety" Questionnaires - All Bidders must respond to these questions. Responses to this information are to be uploaded by Bidder into Power Advocate.
5. "General Conditions," are contractual terms included in any contract awarded.

4.0 SUBMITTAL INSTRUCTIONS

REQUIRED SUBMITTALS: Bidders must submit their proposal(s) with the documents below.

Non-disclosure Agreement: A PG&E non-disclosure agreement (NDA) that is submitted by Bidder. Bidder has submitted an NDA to receive this RFP. In the event PG&E does not have Bidder's NDA, Bidder will be required to provide one.

Transmittal Letter: By signing the Transmittal Letter provided, Bidder agrees to be bound by all contractual elements of its Proposal and these RFP General Instructions.

Compliance Certificate: Bidder shall complete, sign and submit one copy of the Compliance Certificate for the Injury and Illness Prevention Program.

Exceptions to General Conditions: Bidder shall indicate any exceptions to the General Conditions on the General Conditions document via "Track Changes" and shall upload the revised document in Power Advocate. Bidders are encouraged not to make changes to the General Conditions with their Proposals. Bidder's conformance to the terms and conditions in the General Conditions may be valued in the evaluation process. For this reason, Bidders are strongly encouraged to make minimal or no changes to the General Conditions.

Supplier Diversity, Green, and Safety Questionnaires: Bidder shall provide detailed answers to all questions, or applicable supporting documents, via Power Advocate.

List of Subcontractors and Disbursement Record: Bidder shall fill out this form labeled Exhibit 1A.

Tailor this section for your RFP. The content below is a sample only

PROPOSAL: Bidder's proposal must include the following sections.

1. Table of Contents
2. Introduction (3-page limit)
 - a. In this section, Bidder shall summarize its understanding of the requirements, its approach to fulfilling them, and should explain why Bidder believes PG&E should select Bidder's firm.
3. Scope of work by task
 - a. Bidder shall propose a methodology for addressing the major tasks listed in the Statement of Work and Specific Conditions.

4. Project management structure and qualification of key personnel
 - a. Bidder shall provide a clear description of the responsibilities of each of the key personnel. If you don't already have the personnel, discuss your staffing proposal. Note: Key personnel shall not be replaced or removed during the course of the project without prior written consent of PG&E Project Manager.
5. Timeline, staffing plan and cost summary by task (3-page limit)
 - a. A timeline for completing the major tasks and deliverables.
 - b. Hourly rates for each of the contributing key personnel or employee category (principal consultant, analyst, etc.).
 - c. Bidder shall provide a cost summary showing the cost of each task and the total cost for the program or project.
6. Detailed exceptions (if any; 1-page limit)
 - a. Bidders who are unable to comply with any part of the terms and conditions of the RFP "Statement of Work and Specific Conditions" shall state the exceptions explicitly in their Proposals.
7. Full resumes of all principal personnel except clerical
8. Any other information important for Bidder's Proposal (2-page limit)
9. Responses to any other items in RFP not included above.

Bidders are asked to adhere to this specific format to aid the project team in its efforts to efficiently evaluate all information. Responses that deviate from the requested format will increase the time required to review and evaluate its contents and may disqualify Bidders.

5.0 PROCEDURES FOR RESPONDING

Bidder must utilize the Power Advocate website to respond to this RFP.

Bidder's Proposal must be uploaded to the Power Advocate website no later than **hh:mm PM Pacific Time on mm/dd/yyyy** (Due Date). **Proposals received after that time will not be accepted.**

6.0 BIDDER QUESTIONS AND REQUESTS FOR INFORMATION

If Bidder has questions regarding this RFP, Bidder shall submit questions in the Power Advocate website via the "Messaging" Tab. Questions from Bidders are due no later than **hh:mm PM Pacific Time on mm/dd/yyyy**. Questions submitted after this deadline may not be answered.

Answers to Bidder questions will be posted on the "RFx" Tab in Power Advocate. These answers are available to all Bidders. PG&E reserves the right to not answer any question.

7.0 AGREEMENT BY BIDDER TO PARTICIPATE IN THIS RFP

Each entity submitting a Proposal in this RFP is a Bidder. A Bidder may be an individual owner, corporation, partnership or joint venture. Bidder agrees to be bound by the following terms and understands any breach of these terms may result in Bidder's disqualification.

1. Each Bidder (a) agrees to be bound by all terms, conditions and other provisions of this RFP and any changes or supplements to it that may be issued by PG&E.
2. Bidder has had the opportunity to seek independent legal and financial advice of its own choosing in submitting its proposal and attached appendices.
3. Bidder has obtained all necessary authorizations, approvals and waivers, if any, required of Bidder as a condition of: (i) submitting its proposal and, if Bidder's proposal is selected; (ii) executing a contract with PG&E in the form submitted with its proposal.
4. Bidder is submitting its proposal subject to all applicable laws.
5. Bidder's proposal shall be non-revocable and must be valid for at least one-hundred and twenty (120) days from the Due Date of this RFP.
6. Bidder agrees to only contact the PG&E designated person named below concerning this RFP. Any attempt to communicate with any other PG&E employee, consultant, or agent of PG&E about this RFP may result in Bidder's proposal being disqualified.

Name of Sourcing Lead for this RFP

email: email address for the Sourcing Lead

7. Bidder has not and will not engage in, communications with any other Bidder concerning any terms contained in Bidder's proposal, unless explicitly authorized by PG&E. Bidder has not and will not engage in any activities in violation of State or Federal antitrust laws or other unlawful or unfair business practices in connection with the RFP ("Prohibited Communication Activities"). Notwithstanding the foregoing, Bidder may engage in communications with its advisors, counsel, experts or employees or subcontractors who will provide services in Bidder's proposal. Bidder may engage in communications with other Bidders submitting a Proposal in the RFP and their advisors ("Other Bidders"), so long as: (1) Other Bidders are under common ownership and control with Bidder; (2) Bidder and Other Bidders do not engage in Prohibited Communication Activities; and (3) in the event Bidder and Other Bidder share a common advisor, Bidder has, prior to sharing communications with such Other Bidder and the common advisor, provided PG&E with (a) notice of such Other Bidder and common advisor and (b) an attestation that Bidder has not and will not engage in Prohibited Communication Activities with either the Other Bidder or the common advisor.
8. Bidder is not an affiliate of PG&E, PG&E Corp., or any of their subsidiaries or affiliates.

9. Bidder will promptly notify PG&E of any change in circumstances that may affect its ability to fulfill the terms of its Proposal.

8.0 BIDDER'S PROPOSAL PREPARATION COST

Any and all costs or expenses incurred in preparing, modifying or submitting a Proposal are the responsibility of the Bidder. PG&E will not reimburse Bidder for its expense of participating in this RFP under any circumstances, regardless of whether the RFP reaches a successful conclusion or is terminated early at the sole discretion of PG&E.

All proposals and any other materials submitted in response to this RFP will become the property of PG&E and may be returned, at PG&E's option, only when requested and at Bidder's expense.

9.0 EVALUATION CRITERIA AND TWO-STEP BIDDING

Proposals submitted by Bidders may be reviewed and evaluated by a cross-functional Team. The Team may evaluate Bidder's Proposal based on criteria including, but not limited to, competitive price, acceptance of PG&E's terms and conditions, completeness of the bid package, cost reduction ideas or alternatives for performing the services, Women, Minority, Disabled Veteran Business Enterprise (WMDVBE) status and/or subcontracting plan, safety record, financial stability, and Bidder's ability to perform the services requested. These factors are not necessarily listed in order of importance. PG&E at its sole discretion may decide to use some or all of these factors.

PG&E may use a two-step bidding process to select the successful Bidder(s). The first step will be an evaluation of each Bidder's Proposal using the evaluation criteria described above. Those Bidders whose proposals which are technically acceptable and whose price is competitive may be invited to the second step in the selection process. The second step may be used for a more in-depth review of each Proposal, and may include, but is not limited to, discussing the scope of work in detail, identifying any cost reduction ideas, interviewing key candidate personnel in person, visiting Bidder's facilities, and negotiations over contract price.

10.0 NO GUARANTEE OF WORK

Any contract awarded pursuant to this RFP will be a non-exclusive contract and there will be no guarantee as to the volume of work. PG&E reserves the right to contract with other parties for the same services and performance of work being requested in this RFP.

11.0 RESERVATION OF RIGHTS

This RFP is an invitation to submit Proposals to PG&E; it does not constitute an offer to buy and creates no obligation to execute any contract with a Bidder. PG&E reserves the right to request information from a Bidder at any time during this RFP process. PG&E reserves the right, and in its sole discretion (a) to reject any Bidder proposal at any time because Bidder's proposal does not comply with eligibility requirements or the requirements of the General Instructions of this RFP or that it would impose terms or conditions that PG&E determines are impractical or inappropriate; (b) to formulate and

implement appropriate criteria for the evaluation and selection of Proposals; (c) to negotiate with any Bidder; (d) to modify this RFP as it deems appropriate to implement the RFP and to comply with applicable law or other direction provided by the CPUC; and (e) to terminate this RFP at the CPUC's direction.

In addition, PG&E reserves the right to either suspend or terminate this RFP at any time for any reason whatsoever. PG&E will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination or any other action described in this paragraph to any person, including any Bidder, whether or not the Bidder has submitted a Proposal. In the event of termination of the RFP for any reason, PG&E will not reimburse the Bidder for any expenses incurred in connection with the RFP regardless of whether such Bidder's Proposal is selected, not selected, rejected, or disqualified.

12.0 BIDDER'S PROPRIETARY INFORMATION

This RFP and other data appended or related to it are the property of PG&E and are delivered only for the purpose of enabling each potential Bidder to prepare and submit a Proposal in response thereto. The information contained or referred to in these specifications or appended to them is confidential and proprietary to PG&E and shall be returned to PG&E if requested by PG&E. Bidders shall not disclose or release any information contained in this RFP for any other use or purpose without the prior written approval by PG&E. PG&E may disclose any part of a Bidder's response to the CPUC, Peer Review Group, or to any other authority or constituency, as required by its business. Bidder acknowledges that disclosure of its proposal may happen as described above as part of participating in this RFP.

13.0 LIMITATION OF REMEDIES

The Bidder expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorneys' fees. Unless PG&E elects to do otherwise in its sole discretion, during the pendency of such a protest the RFP will continue as if the protest had not been filed, unless PG&E has elected to terminate the RFP.

14.0 SUPPLIER DIVERSITY STATEMENT

PG&E encourages companies interested in providing services to PG&E to support Supplier Diversity Purchasing through its purchasing and subcontracting practices.

In order for PG&E to include the Woman, Minority and Disabled Veteran Business Enterprise (WMDVBE) contractor or subcontractor in the Company's supplier diversity goals, the WMDVBE prime contractor or subcontractor must have a current verification by one of the following:

- CPUC's WMDVBE Clearinghouse (for woman- or minority-owned businesses); or
- Department of General Services (for disabled service veteran-owned businesses).

Verification can also be from one of the following CPUC Clearinghouse comparable agencies:

- National Minority Supplier Development Council (NMSDC) or a regional affiliate
- Women's Business Enterprise National Council (WBENC) or a regional affiliate
- Small Business Administration

Supplier Diversity Sub-contracting Plan

The successful Bidder(s) will agree to a subcontracting plan, as part of their contract, to support PG&E's commitment to utilize Diverse Suppliers as outlined below. The term subcontractor referred to in this plan applies to subcontractors that provide a service, and sub suppliers that provide material, parts, assemblies or components.

PG&E is subject to General Order (GO) 156 of the CPUC. GO 156 establishes goals for each utility to purchase a minimum of 21.5% of its goods and services from WMDVBEs or Diverse Suppliers. Furthermore, GO 156 sets the following sub-goals: 15% minority; 5% women, and 1.5% disabled veteran-owned business enterprises.

GO 156 requires each utility to establish and maintain a subcontracting program to encourage its prime contractors to utilize Diverse subcontractors. GO 156 does not authorize or permit a utility to use set-asides, preferences, or quotas in administration of its WMDVBE program.

The successful Bidder will make good faith efforts to assist PG&E in meeting its goals through the implementation of Bidder's subcontracting plan. Such good faith efforts will be measured in evaluating Bidder's proposal.

The successful Bidder will be requested to submit an enrollment form and utilize PG&E's Supplier Diversity Management System (SDMS) for on-line reporting of spend with WMDVBEs for reporting periods as specified by PG&E.

To assist you in any diversity subcontracting efforts, you may contact the PG&E contact to person requesting Supplier Diversity Representative's assistance or you may conduct your own searches through the WMDVBE Clearinghouse at <http://www.cpuc.ca.gov/puc/supplierdiversity/clearing.htm>

15.0 ENVIRONMENTAL STATEMENT

Environmental protection and enhancement is one of our fundamental corporate priorities as PG&E recognizes a sound environmental policy and sound business practices go hand in hand. PG&E expects companies interested in providing services to PG&E will contribute in the environmental arena by conducting all aspects of its services in an environmentally sensitive manner, which maintains and, when feasible, improves the quality of the environment.

"At PG&E, we are committed to being an environmental leader and demonstrating this through our actions. We pledge to think creatively, work cooperatively and be results-oriented in our environmental stewardship efforts." In alignment with our company environmental policy, PG&E expects our commitment to environmental stewardship to be reflected throughout our supply chain. We will work collaboratively and in partnership with our suppliers to encourage innovative and sustainable ideas, products, services and

operations to continually reduce harmful effects on human health and the environment with the following “CoOps” objectives:

- Commitment:** to be more environmentally responsible
 - Establish an environmental policy framework
 - Develop a sustainability report
- outreach:** to educate others about environmental responsibility
 - Mentoring program for suppliers
 - Community programs
 - Employee programs
- Operations:** to reduce environmental impacts
 - Greenhouse gas emissions
 - Energy use
 - Water use
 - Recycled and non-recycled waste
- products and Services:** environmentally friendly
 - Purchase or produce products and services that are green and environmentally friendly
- supplier Collaboration:** environmental partnerships
 - Sharing best practices and engaging in joint environmental projects with PG&E, PG&E partners and/or other PG&E suppliers

Preference shall be given to the purchase of environmentally-preferable products and services as long as they meet or exceed our performance needs and are available at a reasonable price. For additional information regarding PG&E’s Green Supply Chain Program or how to become a part of the green initiative, please email GreenSupplyChain@pge.com.

16.0 SAFETY STATEMENT

PG&E is committed to maintaining and promoting job safety and health for our employees, customers and the general public, and we expect companies interested in performing services for PG&E to do the same. We are committed to working with companies who conduct their services safely by providing adequate training and a safe work environment.

17.0 ETHICS STATEMENT

PG&E stresses the importance of integrity, honesty, professionalism and ethical business conduct to all of its employees and its contractors. PG&E expects that companies interested in providing services to PG&E will conduct business with the same emphasis on integrity, honesty, professionalism and ethical business conduct.