



NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TERMS AND CONDITIONS

As used herein, “Responder” refers to (i) the individual who submits, and (ii) the entity on behalf of whom an authorized individual has submitted, a proposal (“Proposal”) to a grant request for proposal (“RFP”) issued by Southern California Gas Company (“SoCalGas”) in connection with the SoCalGas Climate Adaptation & Resiliency Planning Grant Program.

By submitting a Proposal, Responder will be deemed to have agreed to, and be bound by, the following terms:

1. Responder grants SoCalGas® permission to use any or all of the information contained in its Proposal for marketing and other promotional purposes, as determined solely at the discretion of SoCalGas. SoCalGas agrees to use any information provided solely for marketing and promotional purposes. SoCalGas will not sell Responder's information to any third parties. Responder agrees that SoCalGas will have no obligation to keep Responder's information (including the Proposal) confidential.
2. This RFP is not and shall not be construed to be a contract, offer, or request for an offer. SoCalGas will not have any express or implied obligations or responsibilities to issue a grant to Responder or any other individual or entity. SoCalGas makes no commitment to issue any grant to Responder (or any other individual or entity that has submitted a Proposal) even if SoCalGas enters into discussions or negotiations with Responder (or any other party) regarding a Proposal.
3. SoCalGas in its sole and exclusive discretion, and with or without notice or reason, may (i) accept or reject any Proposal in whole or in part, (ii) reject all Proposals, or (iii) withdraw this RFP at any time before or after submission of Proposals. SoCalGas retains the discretion and right to change, without notice, the criteria for evaluating RFP responses even after an RFP has been released and/or Proposals have been received.
4. SoCalGas reserves the right in its sole and exclusive discretion to waive irregularities or defects in any Proposal.

5. SoCalGas reserves the right to request additional information from any or all Responders. Responder agrees to make itself available for follow-up as requested by SoCalGas.
6. SoCalGas will not be responsible for errors or omissions by any Responder submitting a Proposal, and SoCalGas shall be the sole judge of the responsiveness, appropriateness, and completeness of any and all Proposals.
7. SoCalGas reserves the sole and exclusive right in its discretion to modify the timeline for decision-making after an RFP has been released and even after Proposals have been received.
8. All costs incurred by a Responder in reviewing, responding to, providing follow-up, negotiating, and otherwise engaging in the RFP response process are the responsibility of Responder. SoCalGas is not responsible for and will not reimburse any of Responder's costs.
9. Responder certifies and represents to SoCalGas that neither Responder's Proposal nor SoCalGas' use of information contained in the Proposal (including the rights outlined in Section 1) will constitute an infringement or violation of the intellectual property rights (including trademarks, copyrights, patents, trade secrets, moral rights) or privacy rights of any individual or entity.
10. SoCalGas reserves the right to amend these Terms and Conditions at any time at its sole discretion, with or without notice to Responder, and Responder shall be bound to the Terms and Conditions as so amended.

