**STANDARD SERVICES AGREEMENT**

**Project:** [insert project/program name and location(s) (“Program”)]

This Standard Services Agreement (“Agreement”), dated and effective as of [insert execution date of agreement] (“Execution Date”), is entered into by and between San Diego Gas & Electric Company (“Company”) and [insert full legal name of contractor] (“Contractor ” or “Implementer”). Company and Contractor are sometimes referred to in this Agreement individually as a “Party” and jointly as the “Parties.”

The Parties, intending to be legally bound, agree as follows:

1. **Scope**. Contractor shall implement, at its own proper cost and expense, in the most substantial and skillful manner, the Program as further described in Schedule B (“Services” or “Work”). The terms “Services” and “Work” as used in this Agreement include all administrative, implementation, installation, reporting, and corrective work in connection with the implementation of the Program and the achievement of energy savings thereunder and includes any goods or materials provided or made available to Company, Company customer, or any third party as part of such work.
2. **Effective Date**. [If the Agreement does not require CPUC approval: This Agreement is effective as of the Execution Date (the “Effective Date”).][If the Agreement requires CPUC approval: This Agreement is effective as of the date that Company obtains CPUC Approval (the “Effective Date”); provided, however, that until the Effective Date, this Agreement shall be in full force and effect, and enforceable and binding, only to the extent required to give full effect to this Section. “CPUC Approval” shall mean a final and non-appealable order of the California Public Utilities Commission (“CPUC”), without conditions or modifications unacceptable to Company, which approves this Agreement in its entirety, including payments to be made by Company and such other matters as may be requested by Company in its application to the CPUC for approval, subject to CPUC review of Company’s administration of the Agreement**.** If CPUC Approval has not occurred within 365 days after Company files its request for CPUC Approval, either Party may terminate this Agreement upon delivery of Notice to the other Party provided that such Notice is given on or before the 395th day after Company files its request for CPUC Approval. Company shall have no obligation to compensate Contractor under this Agreement for any Work performed prior to the Effective Date.
3. **Term**. The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms, will continue in effect through [insert expiration date of agreement] (as may be extended, “Term”). Notwithstanding the foregoing sentence, Company has the option, exercisable in its sole discretion and upon providing Notice to Contractor before the end of the Term, to extend the Term for a period of [insert time period that agreement may be extended], it being understood that, except for the Term, all terms of this Agreement (including payment and compensation terms) will remain the same. [This language will be updated to reflect advice filing, optional renewal years, etc.] The Term coincides with the “Contract Period in Schedule B.
4. **Party Representatives**.

## Company Representative. Company designates [insert name of company representative] as the “Company Representative” for all matters relating to this Agreement. The actions taken by Company Representative will be deemed the acts of Company. Company may at any time upon Notice to Contractor change the Company Representative. Company Representative is not the authorized representative for amendments to this Agreement.

## Contractor Representative. Contractor designates [insert name of contractor representative] as the “Contractor Representative” for all matters relating to this Agreement. The actions taken by Contractor Representative will be deemed the acts of Contractor. Contractor may at any time upon Notice to Company change the Contractor Representative.

1. **Notices**.Any notice, request, claim, demand, or other communication between the Parties required or permitted by this Agreement, or otherwise made in connection with this Agreement (“Notice”), must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if transmitted by national overnight courier to a physical address (not a PO Box), with confirmation of delivery; or (c)  upon transmission if sent by electronic mail, *provided* that the sender shall also either send a hard copy of the Notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the Notice from the recipient. In each of the foregoing cases, Notice must be addressed as follows (or at such other address for a Party as specified in a Notice given in accordance with this Article):

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| Company: | San Diego Gas & Electric CompanyAttn: Michael KelseyDirector of Supply Management [\_\_\_\_\_\_\_\_\_] [\_\_\_\_\_\_\_\_\_]E-mail: [\_\_\_\_\_\_\_\_\_] | Contractor: | [\_\_\_\_\_\_\_\_\_]Attn: [insert name], [insert title][\_\_\_\_\_\_\_\_\_] [\_\_\_\_\_\_\_\_\_]E-mail: [\_\_\_\_\_\_\_\_\_] |

1. **Invoicing**.

## Contractor shall submit invoices via e-mail to AP\_Invoices\_SDGE@semprautilities.com. All invoices submitted (a) must reference this Agreement’s number and the invoice contact (i.e., [\_\_\_\_\_\_\_\_\_]), and (b) must have complete supporting documentation of all charges incurred. If Contractor’s invoice price for the Work does not match the prices set forth in this Agreement, Company shall pay Contractor the lesser amount. If Contractor is a retailer of taxable tangible personal property, Contractor shall add to the invoice a separately stated amount for sales or use tax computed at the then-current legal rate. Contractor shall separate into line items and shall exclude from taxable computation any non-taxable charges, including freight, installation, technical service, or optional warranties.

## Contractor shall submit invoices no later than the fifth (5th) day of each month for Work performed in the immediately preceding month (whether or not such Work was completed in that month), *provided* that, with respect to Work to be paid pursuant to a milestone schedule, Contractor shall submit invoices no later than the tenth (10th) day following the satisfaction of the applicable milestone.

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1. **Payment**. Company shall make payment Net 45 days after receipt and approval of an undisputed invoice. Company shall, at its option, make payment by credit card, check, or as an automated clearinghouse payment (if Contractor is enrolled to receive such payments). If Company makes payment by check, such payment shall be made to the following address:

[Insert

contractor’s address

for payments]

Contractor agrees (a) to accept as full compensation for satisfactory performance of the Work, the compensation specified in Schedule C, and (b) that failure by Company to pay any amount in dispute until resolution of such dispute in accordance with this Agreement will not alleviate, diminish, modify, or excuse Contractor’s obligations to perform hereunder.

1. **DBE Subcontracting**. Contractor shall complete and return to Company the DBE Subcontracting Goal and Reporting Schedule attached hereto as Schedule D.
2. **Parent Guaranty**. Contractor shall provide the Parent Guaranty in accordance with Schedule A.
3. **Complete Agreement; List of Schedules**. This Agreement, which includes all Schedules and other documents attached hereto, constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to its subject matter. The Parties agree that (a) there are no additions to, deletions from, or changes in any of the provisions of this Agreement, and no understandings, representations, or agreements concerning any of the same, which are not expressed in this Agreement, and (b) no trade usage, prior course of dealing, or prior course of performance hereunder will be a part of this Agreement or will be used in the interpretation or construction of this Agreement.The following Schedules are attached to this Agreement and incorporated herein by this reference:

Schedule A – Additional Terms and Conditions

Schedule A1 – Standard Contract Terms and Required Modifiable Contract Terms and Conditions

Schedule A2 – Information Security Requirements

Schedule B – Scope of Work

Attachment 1 – Reporting Requirements and Allowable Costs

Attachment 2 – Technical Requirements

Attachment 3 – Planned Program Deliverables

Attachment 4 – Invoicing Requirements

Attachment 5 – Marketing Plan

Attachment 6 – Quality Assurance Plan

Attachment 7 – Key Performance Indicators (KPIs), Performance Monitoring & Corrective Action

Attachment 8 – Staffing Plan

Attachment 9 – Program Measures

Attachment 10 – Logic Model

Attachment 11 – Reserved

Attachment 12 – Process Flow

Attachment 13 – Measurement & Verification (M&V)

Schedule C – Compensation Schedule

 Attachment [ ] – [Insert attachment, if applicable]

Schedule D – Diverse Business Enterprise Subcontracting Goal and Reporting

Schedule E – Marketing and Co-Branding

Schedule F – Approved Subcontractors

Schedule G - Implementation Plan

Schedule H – Form of Parent Guaranty [if applicable]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative as of the Execution Date.

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| San Diego Gas & Electric CompanyBy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [insert full legal name of contractor]By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |