



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 30801-E

Canceling Revised Cal. P.U.C. Sheet No. 30208-E

SAMPLE FORMS

Sheet 1

Form 142-05300

CAPACITY BIDDING PROGRAM CUSTOMER CONTRACT

(07/2018)

(See Attached Form)

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(Continued)

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Advice Ltr. No. 3031-E-B

Decision No. _____

Issued by
Dan Skopec
Vice President
Regulatory Affairs

Submitted Jul 23, 2018

Effective Jul 23, 2018

Resolution No. E-4906



Capacity Bidding Program Customer Contract

This Customer Contract ("Contract") is made and entered into by and between the following parties:

San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and _____, hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

I. RECITALS

WHEREAS, Customer is herein requesting to take service pursuant to Schedule CBP, the Capacity Bidding Program ("Program"), a copy of which is attached hereto as Attachment C and incorporated herein by reference. Capitalized terms used herein but not defined herein shall have their meanings ascribed thereto in Schedule CBP.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

II. ELIGIBILITY

As a condition to participating in the Program, Customer shall meet the eligibility and qualification requirements set forth in Schedule CBP.

III. PROHIBITED RESOURCE LIMITATION:

Beginning on January 1, 2018, the following backup generation resources are prohibited for providing load reduction during Demand Response events: distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. Pressure reduction turbines and waste-heat-to-power bottoming cycle CHP, as well as storage and storage coupled with renewable generation will be allowed to be used during Demand Response events but must meet the relevant greenhouse gas emissions factor thresholds adopted for the Self Generation Incentive Program.

Any customer that has a Prohibited Resource shall ensure that such Prohibited Resource is not used to reduce load during Demand Response events. If a Prohibited Resource is used during Demand Response events for operational, health or safety reasons, the Customer must agree to a Default Adjustment Value (DAV) which is the nameplate capacity value of the customer's Prohibited Resource for the same service account (or, if the Customer has multiple Prohibited Resources, by the sum of the nameplate capacity values from all Prohibited Resources on the site).

SDG&E will collect attestations (Attachment D to this contract) from participating aggregators'.

Violations and Non-Compliance:

	Type 1 Violation:	Type II Violation:
Description	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	<ol style="list-style-type: none"> Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and/or Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
Scenario(s)	<ol style="list-style-type: none"> Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. Customer reports a higher-than-actual nameplate capacity. 	<ol style="list-style-type: none"> Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. Customer reports a lower-than-actual nameplate capacity.
Resulting Actions	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and /or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months for the removal date. Two or more instances will result in the same removal and ineligibility terms for three years.
Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		
Description	Customer does not agree with prohibition requirement as term of program participation.	
Result	Customer is not eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	

Attestations are required in order to participate in CBP and are subject to verification. Verification requirements may include data requests and premise access; customers must respond to such requests. New or existing customers who do not agree to the prohibition and submit an attestation cannot participate in CBP, BIP or AFP. Attestations may be updated at any time and are subject to customers providing documentation that confirms the operational change.

IV. TERM

This Contract shall become effective when signed by both Parties, and remains effective unless terminated sooner by the terms herein. Customer must remain in the Program for a minimum of twelve (12) calendar months ("Minimum Term"), unless (a) the Program or this Contract expires earlier or (b) as set forth in Section VI below. After the expiration of the Minimum Term, Customer may terminate this Contract and its participation in the Program by submitting to SDG&E written notification of such termination, which termination shall be effective on the date that is the later of (i) the beginning of the calendar month that is immediately after the expiration of the Minimum Term, and (ii) the beginning of the calendar month that is closest to but at least

thirty (30) calendar days after SDG&E receives such notification. Any such notification shall be delivered to SDG&E at the following address: SDG&E, 8335 Century Park Court, CP 12E, San Diego, CA 92123.

V. MONTHLY NOMINATION

Customer shall submit monthly Load Reduction Nominations whereby Customer shall nominate the amount of load reduction for each operational month of the term and shall allocate such Nominated Load Reduction among one or more Products, all as set forth in and in accordance with Schedule CBP. Customer commits to reduce energy use as nominated by Customer pursuant to each such monthly Load Reduction Nomination.

VI. PAYMENT

The Parties shall invoice one another, and make such payments to one another, as set forth in and in accordance with Schedule CBP.

VII. AGGREGATOR

Customer may, at any time, elect to participate in the Program via an Aggregator by submitting a "Notice to Add, Change or Terminate Aggregator for Capacity Bidding Program" (Form 142-05302) and designating an Aggregator therein. Customer must remain in the Program and with such designated Aggregator for the Minimum Term unless and until (a) the Program or this Contract expires or terminates prior to the expiration of the Minimum Term or (b) the Aggregator Contract to which such designated Aggregator is a party with SDG&E terminates prior to the expiration of the Minimum Term, in which case the provisions of Rule 30 providing for such early termination of such Aggregator Contract shall control. Any change or termination of a designation of an Aggregator shall become effective the following month after receipt of a "Notice to Add, Change or Terminate an Aggregator for Capacity Bidding Program" (Form 142-05302) setting forth such change or termination.

Participation in the Program via an Aggregator, including the designation and termination of such Aggregator and its services, shall be subject to the terms and conditions of Schedule Capacity Bidding Program (CBP) and Electric Rule 30, Aggregators for Capacity Bidding Program.

SDG&E must receive a signed "Authorization To: Receive Customer Information or Act on a Customer's Behalf" from Customer prior to releasing Customer's electric usage data to any designated Aggregator. Subject to Customer authorization, for each request to release customer-specific electric usage data, SDG&E will provide a maximum of the most recent twelve (12) month's customer electric usage data (or all data available if Customer has less than twelve (12) month's usage history) to Customer, or such designated Aggregator. If Customer, or its designated Aggregator, requests this historic usage more than two (2) times per year for a specific service account, SDG&E shall have the ability to assess a processing charge if approved by the Commission.

To the extent Customer's designated Aggregator fails (or is deemed to have failed) to make a payment of any penalty amounts owed by such Aggregator to SDG&E in connection with the Program, Customer will be liable for its pro rata share any such amount, which pro rata share shall be based upon Customer's contribution to the Shortfall Energy Amount related to such failure.

VIII. ASSIGNMENT

Customer shall not assign this Contract without prior written consent of SDG&E.

IX. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by the means set forth in Schedule CBP. In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing party.

X. DISCLAIMER OF WARRANTY

No promise, representation, warranty, or covenant not included in this Contract has been, or is relied on by either Party. Each Party has relied on its own examination of this Contract, the counsel of its own advisors, and the warranties, representations, and covenants in the Contract itself.

XI. LIMITATION OF SDG&E'S LIABILITY

The limitations of liability set forth below in this Section X shall not apply to errors or omissions caused by willful misconduct, fraudulent conduct, or violations of law.

In no event shall SDG&E, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the Utility System) (collectively "SDG&E Parties") be liable to Customer for any claims, losses, liabilities or damage (including direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability) for (i) the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System, or (ii) the acts or omissions of, or the performance or non-performance under any agreement with Customer by, any Aggregator designated by Customer pursuant to Section VI above. The "Utility System" includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. SDG&E shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the Utility System to operate.

XII. COMPLIANCE WITH LAWS

The Parties shall comply with, and this Contract shall be subject to, the terms and conditions of Schedule CBP, and all applicable local, state and federal rules, regulations and laws, including, without limitation, if Customer designates an Aggregator pursuant to Section VI above, Rule 30, Aggregators for Capacity Bidding Program (CBP).

XIII. COMMISSION CONTINUING AUTHORITY

This Contract shall at all times be subject to the Commission and to any changes or modification that the Commission may, from time to time, direct in the exercise of its jurisdiction.

Notwithstanding any other provision of this Contract, either Party shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

XIV. CONTACT INFORMATION

Customer's contact information for purposes of Customer's participation in the Program (including, without limitation, for purposes of Event notification) is set forth in Attachment A attached hereto and incorporated herein by reference.

XV. ESSENTIAL CUSTOMER DECLARATION

I hereby state that I am the _____ (title) of _____ (company), and am authorized to make this declaration on behalf of my company at the following location:

Address _____

City _____

State California Zip _____

To the best of my knowledge, I understand that my company is considered an essential customer at the location stated above under the California Public Utilities Commission's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in an SDG&E interruptible program for all or part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by SDG&E, while continuing to meet my essential needs. I acknowledge that I have not committed more than 50% of my average peak load under the interruptible program.

IN WITNESS WHEREOF, SDG&E and Customer have executed this Contract:

Customer

San Diego Gas & Electric Company

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

The following attachments are attached hereto and incorporated by reference:

- Attachment A: Customer Contact Information
- Attachment B: Customer Account Information
- Attachment C: Schedule CBP
- Attachment D: Prohibited Resources Attestation

ATTACHMENT A
Capacity Bidding Program
Customer Contact Information

Primary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Cell Number: _____
Email Address: _____

Secondary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Cell Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Cell Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Cell Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Cell Number: _____
Email Address: _____

ATTACHMENT B
Capacity Bidding Program
Customer Account Information

Site #1

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #2

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #3

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #4

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #5

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Attach additional Customer Account Information sheets to this contract if required. (Sheet ___ of ___)

ATTACHMENT C
Capacity Bidding Program
Schedule CBP

ATTACHMENT D
Prohibited Resources Attestation

Customers must attest to one of the following conditions in order to participate in CBP, BIP or AFP, attestations are subject to verification and may require data requests and premise access in which customers must respond:

_____ I do not have a Prohibited Resource on-site.

_____ I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.

_____ I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of ____ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

Customers may submit attestation submissions through an electronic or “click” signature process. SDG&E will collect via aggregators attestations and store attestations forms of customers.

For existing customers in program year 2018, third-party aggregators’ attestation forms for existing customers will be accepted by SDG&E. In 2018 new customers, shall use SDG&E’s Add/Delete forms. In 2019 and beyond third-party aggregators shall use SDG&E’s Add/Delete forms for updates and new customers.

Customer Signature:

Date: _____