**Approved Contract Templates Audit Log**

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| Date | Revision | Document Version | Description |
| 05/03/2021 | 0 | Version: 05/2021 | Updated Contract Template |
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FOR INTERNAL USE ONLY, MUST be removed before distribution

**STANDARD SERVICES AGREEMENT**

**Project:** [insert name of Program] (“Program”), as further described in Schedule B attached to this Agreement.

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 name of Contractor/Implementer] (“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**. This Agreement is effective as of the date that Company obtains CPUC Approval and provides Contractor with a written Notice to proceed with the Work (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 the Effective Date has not occurred within 365 days after the Execution Date, then so long as the Effective Date has not occurred, either Party may terminate this Agreement upon delivery of Notice to the other Party. Notwithstanding anything contained in this Agreement to the contrary, Company shall have no obligation to compensate Contractor under this Agreement for any Work performed prior to the Effective Date.
3. **Term**. Contractor’s obligation to perform the Work shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, will continue in effect through December 31, 2024 (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 one additional year, 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/Implementer 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 Company  Attn: Director of Supply Management  488 Eighth Avenue, HQ10A  San Diego, CA 92101  E-mail: SupplyManagementSDGE@sdge.com | Contractor: | [insert name of Contractor/Implementer]  Attn: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]  [Street Address]  [City, State, Zip Code]  E-mail: [[](mailto:alex.scott@clearesult.com)E-mail] |

1. **Registration.** No later than the commencement of the Term, Contractor shall have registered with Company’s vendor information management company, Lavante, Inc., utilizing the Lavante Connect platform. Throughout the Term, Contractor shall maintain in effect such registration and ensure that all required information in such platform is up-to-date, accurate, and complete.
2. **Invoicing**.

## Content of Invoices. Contractor shall submit invoices utilizing the Taulia electronic invoicing portal (<https://login.taulia.com>), which is Company’s invoice processing management tool, or such other electronic invoicing processing system that Company may direct Contractor to utilize from time to time. All invoices submitted (a) must reference this Agreement’s number and the invoice contact (i.e., Briana Bracamonte), 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.

## Timing of Invoices. 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 make payment by electronic funds transfer to Contractor’s specified financial institution.

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. **Additional Pay-for-Performance Terms**.

## Definitions. The terms “Contractor Party” and “Utility Participant” shall have the meaning set forth in Schedule A of this Agreement. “Program Partner” shall mean any of Contractor or any Contractor Party’s subcontractors, vendors, suppliers, partners, affiliates, distributors, or trade alliance participant in connection with the Program. “Participating Customer” shall mean any customer participating in the Program.

## Compensation Subject to Verification. Contractor acknowledges and understands the following:

## (a) Contactor’s compensation under this Agreement is subject to verification by Company, any Utility Participant, and/or the CPUC (or its designee) of the energy savings claimed by Contractor under the Program;

## (b) Company, any Utility Participant and/or the CPUC (or its designee) each have the right to take any and all reasonable steps to verify any or all of Contractor’s energy savings claims under the Program, which steps may include (but is not limited to) requesting information, books and records from Contractor, any Contractor Party or any Program Partner related to the Program, and conducting inspections of Participating Customer sites and interviews with Contractor, Contractor Parties, Program Partners and Participating Customers to ensure that Program products have been purchased and installed and are in compliance with the requirements of the Program and this Agreement; and

## (c) The results of such Company, Utility Participant or CPUC verifications may have an effect upon Contractor’s compensation under this Agreement, as further described below.

## Contractor Responsibilities. Contractor shall be responsible for obtaining any and all necessary rights, approvals and consents from Contractor Parties, Program Partners, and Participating Customers for Company, the Utility Participants and the CPUC (and its designee) to carry out its verification and inspection rights under this Agreement. Contractor shall notify all Participating Customers that Company, the Utility Participants, and the CPUC each have the right to access Participating Customers’ sites to perform inspections or audits to verify the purchase and installation of a Program product at such sites and compliance with the requirements of the Program.

## Customer Information. Upon request, Contractor shall provide all available information to Company, a Utility Participant, and the CPUC regarding the purchase and installation of Program products that is necessary for Company, such Utility Participant and the CPUC (or its designee) to inspect and verify such purchase and installation at the Participating Customer’s site, which information shall include such Participating Customer’s names, contact information, addresses, the product purchased and installed at such location, and applicable utility account numbers and service territory. Contractor shall be responsible for obtaining consents and approvals from Participating Customers to provide such information to Company, a Utility Participant, and the CPUC.

## Verification Variance Event. If the result of Company’s, a Utility Participant’s or the CPUC’s efforts to inspect and/or verify the purchase and installation of a Program product at a Participant Customer site results in a variance in the energy savings claimed by Contractor for such purchase and installation (for example, due to inability to access the sites, inaccurate or insufficient records to evidence the purchase or installation of qualifying product, the installation of a non-qualifying product, the installation of a different product, or any non-installation of qualifying product) (a “Verification Variance Event”), then any energy savings claimed or reported by Contractor that includes energy savings that is subject to a Verification Variance Event shall be revised to account for the results of such Verification Variance Event (and to the extent such energy savings were previously claimed or reported by Contractor, such claim or report shall be revised to account for the results of such Verification Variance Event). To the extent Contractor received any compensation under this Agreement on the basis of reported or claimed energy savings that resulted in a Verification Variance Event, such compensation shall be trued-up to reflect the revised energy savings based on such Verification Variance Event, which true-up may result in either a refund of compensation already paid or a credit against future payments to Contractor under this Agreement. Any refund owed by Contractor as a result of a Verification Variance Event shall be paid within thirty (30) days following delivery of an invoice therefor from Company.

## Corrective Action Forms. If, in the course of performing an inspection or verification of the purchase and installation of a Program product, Company determines that Contractor has failed to comply with the requirements of the Program, Applicable Law, or the terms of this Agreement with respect to one or more enrollments or claims for energy savings under this Agreement, Company may provide Contractor with a corrective action form (“Corrective Action Form”) that describes such failure and requests that Contractor address and correct such failures.  No later than five (5) business days after receipt of such Corrective Action Form (or such longer period of time as may be approved by Company in its sole and absolute discretion), Contractor shall provide an initial response to the Corrective Action Form using the form designated in such Corrective Action Form for its response.  Contractor’s response shall include a detailed description the actions that will be taken to correct such failures and the actions that will be taken to prevent future occurrences of such failures, all of which actions shall be based on a robust root cause analysis of the failure and other analyses of the implications of the failure to other similar enrollments or processes.  Contractor acknowledges and understands that any failure to provide such response within the time provided above, or any failure to address the issues identified by Company in a Corrective Action Form or to implement measures to prevent future occurrences of such issues (in each case to Company’s satisfaction) may result in a Verification Variance Event.  Any and all corrected enrollments re-submitted by Contractor must include the applicable Corrective Action Form, Contractor’s response thereto, and all necessary documentation evidencing Contractor’s corrective actions taken to address the failures and prevent failure occurrences of such failures and shall be subject to Company’s review and approval.\.

1. **DBE Subcontracting**. Contractor shall complete and return to Company the DBE Subcontracting Goal and Reporting Schedule attached hereto as Schedule D.
2. **Performance Assurance**. [The required form and amount of Performance Assurance (e.g. parent guaranty, letter of credit) will depend on a review of the Bidder’s creditworthiness and the agreed-upon compensation structure (e.g. any start-up payments or other pre-payments).]
3. **Information Security**. Contractor shall comply and abide with the information security requirements set forth in Schedule A-2 attached hereto.
4. **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 Performance Assurance [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 Company  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [insert name of Contractor/Implementer]  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |