



REQUEST FOR PROPOSALS  
Demand Response Partner

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TO: All Prospective Proposers

SUBJECT: Request for Proposals: Sonoma Clean Power Demand Response Partner

DATE ISSUED: February 17, 2026

RESPONSES DUE: March 24, 2026

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**I. RFP SUMMARY**

Sonoma Clean Power Authority (“SCP”) is seeking proposals (individually, a “Proposal”, and collectively, “Proposals”) from qualified and experienced individuals or firms (individually, a “Proposer” and collectively, “Proposers”) to partner and implement enhancements to SCP’s demand response program.

SCP seeks proposals from qualified firms to provide implementation and management services for its Demand Response (DR) Program, “GridSavvy Rewards”. SCP is issuing this Request for Proposals (RFP) for program delivery for 2027 through 2031 (program years).

SCP’s goal is to improve cost-effectiveness and scale the GridSavvy Rewards program, adding participation and technologies, with a target of 10 megawatts of demand response and load shifting capacity in SCP territory during the contract term, subject to SCP priorities, budget, and market conditions.

**II. ABOUT SONOMA CLEAN POWER**

SCP is a public, locally-run “community choice aggregation” power provider serving a population of approximately 525,000 (residential and commercial) in Sonoma and Mendocino Counties (except Healdsburg and Ukiah). SCP’s mission is to help solve the climate crisis while keeping energy affordable. For more information about SCP go to: [www.sonomacleanpower.org](http://www.sonomacleanpower.org).

Image 1: Map of SCP Service Area



### III. RFP TIMELINE

EVENT	DEADLINE
RFP Published	February 17, 2026
Deadline for written questions to be submitted	March 3, 2026
Responses to questions to be posted on SCP website	March 10, 2026
Proposal packages due	<b>March 24, 2026, by 5:00 PM</b>
RFP Submission review complete	April 1, 2026
Target Date for Interviews	April 7 – April 10, 2026

### IV. PROJECT BACKGROUND

SCP currently offers a third-party administered DR program: an automated demand response (“ADR”) and behavioral demand response (“BDR”) program (named “GridSavvy Rewards”) to all residential customers with qualifying technology. Information regarding SCP’s GridSavvy Rewards program, may be found at <https://sonomacleanpower.org/programs/gridsavvy>. GridSavvy Rewards has

focused on enrolling and activating customers with compatible electric vehicle (“EV”) charging equipment, smart thermostats, EV telematics for daily load management, and those without an installed technology that participate voluntarily to make adjustments to energy use when requested in any way they choose.

The GridSavvy Rewards program automatically adjusts compatible EV charging stations and smart thermostats, and sends email, text, and/or voice calls to participants requesting participation during demand response “events.” ADR participant devices are remotely dispatched, with the ability for the customer to over-ride the controls triggered by the demand response event. SCP currently provides participating GridSavvy Rewards customers a flat \$5/month bill credit that SCP administers separately. Over time, SCP may seek to link the bill credit with the value delivered by a customer’s behavior or resource.

The BDR program option allows any SCP customer to participate by responding to SCP notifications of demand response events by reducing electricity demand manually without SCP remotely adjusting devices. This participation option ensures all SCP customers regardless of access to smart technologies can participate in demand response as an alternative offering to ADR but remain under the DR program with a separate performance-based incentive structure and can participate with both program options.

The goal of GridSavvy Rewards is to:

- Make demand response (“DR”) easy for SCP customers. Customers should be able to easily enroll, unenroll, and transition between multiple demand response offerings.
- Pass customer “value” back to the customer. Any value earned by SCP, either through the California Independent System Operator (CAISO) market participation or peak demand resource adequacy obligation reduction, should be passed back to the customer in the form of incentives, creating transparency about the value of customer resources.
- Shape customer load to SCP supply. Aggregate resources to help shift and shape SCP’s customer load, reducing grid emissions and making a case that customers, rather than gas peaker power plants, can be a part of the clean energy solution.

SCP entered into an initial contract in 2017 with a third-party contractor and into a new partnership in 2022 to implement and expand this program, with the most recent contract set to expire at the end of 2026. Currently, 1,000 customers are participating in GridSavvy Rewards ADR using a smart device integration and 13,000 customers participate in the BDR program option. Both are registered through the CAISO Demand Response Registration System (DRRS). The current impact is cumulatively approaching 5 MW of peak demand reduction. SCP spans

three Sub-Load Aggregation Points (LAPs) (PGNB-North Bay, PGFG-Geysers, and PGNC-North Coast) with the majority of load, customers, and GridSavvy Rewards participants in the PGFG-Geysers Sub-LAP. GridSavvy Rewards resources are currently registered in DRRS for administrative purposes but are not actively bidding or participating in CAISO wholesale markets as Proxy Demand Resources (PDRs) or other CAISO market products. Instead, the value of GridSavvy Rewards is currently monetized through load modification and its resulting influence on energy costs and Resource Adequacy (RA) obligation reductions. Evaluation of CAISO market integration feasibility and potential transition to active market participation will be requested during the contract term.

SCP is currently piloting telematics-based EV management with approximately 450 participants, enabling daily charging optimization without requiring dedicated charging hardware. The current pilot agreement runs through July 2026. SCP is seeking options to extend and enhance telematics-based EV management as part of GridSavvy Rewards.

SCP is seeking Proposals to scale the implementation of GridSavvy Rewards and establish further Trade Allies (manufacturers, vendors, platform providers, developers, aggregators, or installers of technologies). SCP expects that the selected Proposer will manage relationships with Trade Allies as they relate to load control and demand response (i.e., establish communications and device dispatch APIs, control connected devices and troubleshoot connection issues, pay all fees, and manage contracts required to connect and communicate with devices).

SCP is seeking to expand demand response/peak load shifting offerings to a greater number of SCP residential customers and adding commercial customers to increase clean, flexible energy capacity adding a minimum of 5 MW of dispatchable demand response and peak load shifting capability (including BDR), with 0.5 MW of that goal attributable to enrollment of customers taking service on income-qualifying CARE/FERA rates. Sonoma Clean Power will provide outreach to customers in partnership with the selected Proposer; however, the selected Proposer will not be held solely responsible for reaching the stated program expansion goals.

Demand response and peak load shifting supports local resiliency and is a critical component in California's push to increase incremental clean power grid resources in the face of sustained energy demand challenges. SCP encourages prospective Proposers to consider additional statewide policy context around demand management in their response to this RFP such as current California Public Utility Commission (CPUC) deliberations and proceedings regarding emergency reliability and emergency load response programs, California Energy Commission (CEC) Load Management Standards and Market Informed Demand Automation Server (MIDAS) frameworks. Ongoing evaluation of PG&E offerings by Proposer in the demand response space is expected, ensuring that GridSavvy Rewards is

competitive and delivers additive value to SCP beyond passive participation in a PG&E provided DR program. SCP anticipates flexibility in program design and is seeking a Proposer that understands the shifting role and nature of load shifting and demand response in CAISO energy markets. Additionally, SCP welcomes creativity and direction in shaping future program expansions, iterations, development, dispatch monetization, and performance evaluation strategies.

## **V. RFP Objectives and Proposer Solution Requirements**

The following section presents SCP's objectives, and the capabilities SCP seeks in a Demand Response (DR) program partner in the next contracting period, which will be a 4-year term from late 2026 through 2031. The Basic Offering illustrates the minimum required capabilities for SCP's program partner, while Enhanced Capabilities can improve the value of a Proposer's proposal, if determined by SCP to be cost effective.

### **Basic Offering**

SCP's primary objectives for the next contracting period include, but are not limited to, the following.

1. Maintain existing fleet, including roughly 1,000 ADR and 13,000 BDR participants
  - a. Transition existing participants to new Distributed Energy Resource Management Software (DERMS), as required.
  - b. Administer Customer Information Service Request (CISR) forms, as required.
2. Manage existing and future DRRS registered customers under SCP's DRP ID# DSNCP.
  - a. Register new locations (assumes bulk registration)
  - b. Manage duplicate registrations and negotiate disputes
3. Report on results of load curtailments during events, including customers who chose to over-ride events
  - a. Provide SCP with direct access to event performance data (pre-processed and finalized)
4. Grow offering for BDR as part of GridSavvy Rewards
  - a. Develop and administer customer facing dashboard (web interface or mobile application) for DR program with SCP branding that allows customers to review event performance, change communication preference, adjust incentive fulfillment method, and enroll or add eligible devices
  - b. Send notifications to customers and determine customer participation per event
  - c. Measure and report customer savings per event and allow SCP access to performance data (pre-processed and finalized)

5. Provide ADR management platform for devices that meet the following performance requirements, at a minimum:
  - a. Be available between 4pm and 9pm daily
  - b. Capable of dispatching one or more events per day, multiple days per month, and event duration of up to 4 hours (subject to change based on CAISO rules).
  - c. Facilitate next day and same day (emergency) events that are called by SCP.
6. Coordinate with existing and emerging non-DR load shifting programs such as permanent efficiency, daily managed, and load shifting programs
7. Enroll new customers
  - a. Utilize SCP provided customer list to verify eligibility
  - b. Administer Customer Information Service Request (CISR) forms, as required.
  - c. Register participant locations in DRRS
8. Provide customer support for enrolling and participating in GridSavvy Rewards
9. Administer SCP funded incentive payments to customers for enrollment and provide an incentive fulfillment mechanism that allows customer choice
10. Build and maintain a program database with information on enrolled customers, incentives paid, and participation activity that can be automated with SCP IT infrastructure using an API, SFTP, or other on-demand process consistent with SCP policies.
11. Manage automated and non-automated demand response resources across multiple technologies and third-party partners through a scalable platform and provide device telemetry if available.
12. Provide advisory support to SCP related to demand response strategy, program performance, and potential market or regulatory opportunities relevant to GridSavvy Rewards.
  - a. Identify all processes necessary for market integration including, but not limited to, registering resources, providing settlement data, bidding protocols, etc.

### **Enhanced Capabilities**

The following objectives may enhance the value of a Proposal if determined by SCP to be cost effective and aligned with program priorities. Proposers may describe experience or approaches related to these objectives at a high level.

13. Reduced customer bills through customer participation in GridSavvy Rewards
14. Augment current capabilities for monitoring of load curtailments during events
15. Support additional device manufacturers or technology types within the bring-your-own device “BYOD” framework (program currently includes

- BYOD for Ecobee, Sensi, Nest, ChargePoint, and Wallbox).
16. Familiarity with integrating emerging or non-traditional demand response or load shifting resources.
  17. Integrate daily managed resources (e.g. battery energy storage systems, heat pump water heaters, EV telematics, etc.) and track all metrics pertaining to resource performance where possible
  18. Increase customer engagement, retention, and satisfaction
  19. Engage and/or enroll small commercial customers in demand response programs (< 75 kW peak demand)
  20. Suggest how to engage participation among income-qualified or historically underrepresented customer segments.
  21. Advise effective strategy for implementing demand response for medium and large commercial and industrial customers.
  22. Support differentiated dispatch strategies across customer segments, locations, or resource types and provide SCP with access to segmentation capabilities
  23. Forecast available demand response fleet capacity and manage performance uncertainty through strategic fleet deployment
  24. Enhanced performance measurement capabilities such as control groups, weather matching, CalTRACK, or others
  25. Ability to optimize fleet composition and segmentation for market participation or to maximize impact to distressed circuits in the distribution system
  26. Demonstrate telematics-based EV management integration capabilities, including existing partnerships and flexibility to work with leading providers in the evolving telematics managed charging space.

Proposers are encouraged to identify additional capabilities or approaches that they believe would advance SCP's demand response objectives. SCP will evaluate Proposals based on demonstrated experience, soundness of approach, and alignment with SCP priorities, rather than on commitments to specific features or future outcomes.

## **VI. QUALIFICATIONS AND EXPERIENCE**

A qualified Proposer must demonstrate the following minimum qualifications and experience:

- The Proposer must have demonstrated experience implementing and scaling similar types of mass market demand response programs.
- The Proposer must have applicable qualifications and experience in distributed energy resource management systems ("DERMS") and CAISO's

Demand Response Registration System (“DRRS”).

- Ideally, the Proposer is a certified CAISO scheduling coordinator (“SC”) and a registered Demand Response Provider (“DRP”)/Distributed Energy Resources Provider (“DERP”) or retains these services. SCP is also exploring internally providing these services, so a Proposer may also describe how it will coordinate and support SCP’s process.
- The Proposer must utilize a universal DERMS platform to manage enrolled resources, dispatch events, allow SCP management capabilities, and support multiple technologies and Trade Allies.
- The Proposer must have experience managing Trade Ally Networks and developing and implementing market driven customer acquisition strategies.

## **VII. SELECTION PROCESS**

### **A.** Responses will be scored based on:

1. Thoroughness and creativity of response.
2. Professional qualifications and demonstrated ability of Proposer to perform the work.
3. Proposer’s competence, technical ability and related experience.
4. Ability and history of successfully completing projects of a similar type, meeting delivery deadlines and experience with similar work.
5. Exceptions to SCP’s Standard Agreement (Exhibit A).
6. Completeness and quality of proposal.
7. Quality of references.
8. Satisfaction of minimum and desired Proposer requirements, as described in this RFP.
9. Demonstrated understanding of operational, regulatory, and customer adoption risks.
10. Additional objectives provided, as described in this RFP.
11. Staffing plan and budget.
12. Any other factors SCP deems relevant.

### **B.** Depending on the responses to this RFP and interviews, SCP may choose to contract with more than one firm or individual, regardless of whether such individual and/or firm responded to this RFP. Any selected Proposer(s) will be contacted by SCP staff to finalize a contract. SCP staff will evaluate the responses to this RFP, may, in its discretion, interview

selected firms and individuals that staff determine are most qualified based on the factors outlined above.

- C. Issuance of this RFP is not a guarantee that SCP will enter into any contract with any respondent. SCP reserves the right, at its sole discretion, to waive irregularities in proposals, proposal requirements (including minimum/desired Proposer and Product requirements), to request modifications of any proposal, to accept or reject any or all proposals received, and to cancel all or part of this RFP at any time prior to awards.
- D. Responses that do not satisfy RFP and Proposal Requirements cannot be adequately evaluated.

Proposals will be reviewed, and Proposers selected for interviews and/or contract negotiations based on a variety of criteria including but not limited to: demonstrated competence and experience; management structure and assigned personnel; quality of proposed approach and services; pricing; and performance guarantees.

SCP reserves the right to contact a Proposer at any time for clarifications about any part of the Proposer's Proposal. Proposal review questions and communications will focus on clarifying the information set forth by the Proposer in the proposals and will not be an opportunity for the Proposer to revise terms.

## **VIII. NEGOTIATIONS AND FINALIZATIONS**

Once the Proposer(s) has been selected, contract negotiations will be conducted. These negotiations will relate to the scope of work, specific program delivery features, program budgets, schedules, and payment terms. The contractual terms will include general terms and conditions. SCP reserves the right to simultaneously conduct negotiations with both the prospective vendor/contractor and an alternate Proposer. SCP also reserves the right to terminate negotiations with any Proposer if SCP and the Proposer are unable to agree on contract terms and conditions within a reasonable period of time to be determined in SCP's sole and absolute discretion.

## **IX. QUESTIONS REGARDING THE RFP, COMMUNICATION AND ADDENDA**

For questions regarding this RFP, please contact: [energysolutions@sonomacleanpower.org](mailto:energysolutions@sonomacleanpower.org) with the subject line clearly marked "*Demand Response Partner 2026 - RFP.*" Questions must be received no later than the deadline set forth in section III of this RFP. SCP will post and share responses to all questions submitted by the deadline established in this RFP publicly.

No other contact with SCP employees or its contractors related to this RFP shall be made throughout this entire process. Any unauthorized contact may result in immediate disqualification.

In the event it becomes necessary to revise any part of this RFP, SCP will issue written addenda. Any amendment to this RFP is only valid if it is in writing and issued by SCP. No oral interpretations or answers will bind SCP. All addenda issued by SCP will become part of this RFP.

#### **X. RFP SUBMITTAL PROCESS**

- a. **Proposal Deadline.** The deadline for submittal of a Proposal is 5:00 p.m. on March 24, 2026. No proposals will be accepted after that time.
- b. **Place and Form of Proposal.** One copy of the Proposal should be emailed to [energysolutions@sonomacleanpower.org](mailto:energysolutions@sonomacleanpower.org) with the subject line clearly marked "Demand Response Partner 2026 – RFP Proposal". Upon submittal, you will receive confirmation of receipt.
- c. Submission of a Proposal shall be deemed a representation that the Proposer:
  1. Has carefully read and fully understood the information provided by SCP as part of this RFP, including all Exhibits;
  2. Represents that all information submitted is true and correct; and
  3. Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.
  4. Represents and warrants that the Proposer has no objections to any of the contents of the Form of Agreement identified and defined below.
- d. No request for modification of a Proposal shall be considered after submission on the grounds that a Firm was not fully informed about any fact or condition.

#### **XI. RFP SUBMITTAL REQUIREMENTS**

1. Cover Letter (1 page maximum) – Must contain reference to this solicitation, the legal business name, address, and contact information of the Proposer, and the signature of an individual with the authority to bind the organization or firm.
2. Proposer's Approach and description of services (30 page maximum) - Should meet the objectives outlined in Section V and Scope of Services in Attachment A of this RFP.
3. Proposer's qualifications as per RFP Section VI Qualifications and

Experience (5 page maximum)

4. Relevant Project Experience (5 page maximum)
  - a. Aggregate capacity (kW) and count of existing ADR participants broken down by Utility Distribution Company (UDC), Load Serving Entity (LSE), state and county location, and device type (exclude customer-specific confidential information).
  - b. Aggregate capacity (kW) and count of existing BDR participants broken down by UDC, LSE, and state and county location (exclude customer-specific confidential information).
  - c. Demonstrated experience supporting customer-owned (“bring your own device”) technologies, including the range of device types or manufacturers integrated and any notable integration challenges or limitations.
  - d. Demonstrated experience coordinating customer registrations and utility-facing administrative processes required for DR participation, including customer support considerations.
  - e. Demonstrated experience registering, managing, and maintaining participant locations in the CAISO DRRS, including handling of conflicts or duplicate registrations.
  - f. Demonstrated experience participating in, or supporting participation in, CAISO demand response market products, including lessons learned related to performance, settlements, and operational risk.
5. Organization chart
6. Primary point of contact, list of key team members, including subcontractors, and roles and responsibilities as they relate to SCP’s scope of work. (1 page maximum)
7. Project team resumes – Proposer must provide qualifications for all team leads, including the principal, company official(s), and other personnel who the Proposer anticipates will oversee work on behalf of SCP. This requirement should include, but is not limited to, Proposer’s anticipated subcontractors or teaming partners.
8. Budget – Proposer should describe the compensation structure that Proposer may seek from SCP for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract. Pricing should include the following categories, with descriptions of

the services included in each category:

- Implementation
  - Trade ally network development
    - Device integration fees
    - Trade ally fees
  - Ongoing operations including:
    - DRP Services and “event” coordination
    - data reporting
    - customer support
  - CAISO market integration advising (if applicable)
  - Scheduling Coordination Services (if applicable)
  - Other Professional Services hourly rates
9. Provide a company name, contact name, phone number, and email address for three to five customers that can be contacted about your relevant work for them (LSE or Trade Ally). Include a brief description of the project and services provided (DRP, SC, CAISO bidding, etc.).
10. Any objections or otherwise sought changes by Proposer to SCP’s Standard Professional Services Agreement set forth in Attachment B (“Form of Agreement”). Objections or changes to the Form of Agreement not set forth in the Proposal are deemed waived by the Proposer.
11. To the furthest extent permitted by law, all litigation, arbitration, administrative proceedings, mediation, or other legal dispute resolution mechanism in which Proposer or any affiliate of Proposer has been involved over the past five (5) years and the disposition of the same.

## **XII. GENERAL TERMS AND CONDITIONS**

### **A. SCP Standard Agreement.**

1. Contracts for services will be between the Proposer and SCP. A sample of SCP’s Standard Agreement is included as Exhibit A. Proposers must be willing to provide the required insurance and accept the terms of SCP’s Standard Agreement. A Proposer taking exception to any part of the Standard Agreement must also provide alternative language for those provisions considered objectionable. Please note that any exceptions or

changes requested to the Standard Agreement may constitute grounds to reject the Proposal.

2. Failure to address exceptions to the Standard Agreement in your statement will be construed as acceptance of all terms and conditions contained therein. No negotiation over Standard Agreement provisions will be permitted unless the provisions were objected to when the Proposal was submitted.
  3. SCP reserves the right to further negotiate existing or additional elements of its Standard Agreement with successful proposers.
- B. **California Public Records Act.** All proposals submitted in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCP will consider a Proposer's request for exemption from disclosure; however, SCP will make a decision based upon applicable laws. Assertions by a Proposer that the entire proposal or large portions are exempt from disclosure will not be honored. All responses to this Request for Proposals shall become the property of SCP and will be retained or disposed of accordingly.
- C. SCP also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of SCP.
- D. All proposals received by the specified deadline will be reviewed by SCP for content, including but not limited to amount of discount offered, experience and qualifications of the bidding Proposers.
- E. During the evaluation process SCP may request from any Proposer additional information which SCP deems necessary to determine the Proposer's ability to perform the required services.
- F. Respondents bear all costs associated with responding to this RFP, and SCP will provide no compensation for these costs.

### **XIII. RIGHTS OF SONOMA CLEAN POWER**

- A. This RFP does not commit SCP to enter into a contract, nor does it obligate SCP to pay for any costs incurred in the preparation and submission of a qualifications statement or in anticipation of a contract.
- B. SCP reserves the right to:

1. Make the selection based on its sole discretion
2. Reject any and all Statements of Proposals;
3. Issue subsequent solicitations;
4. Postpone any of the time periods set forth in this RFP, for its own convenience;
5. Remedy technical errors in the RFP;
6. Approve or disapprove the use of particular subconsultants;
7. Negotiate with any, all, multiple or none of the Proposers that respond;
8. Alter SCP's Standard Agreement to be inclusive of any unique, unanticipated legal concerns without limitation;
9. Negotiate a final project scope that includes all, just a portion, or related additional items relative to the Proposed Project Scope set forth in this RFP;
10. Waive informalities and irregularities in the Proposal Statement; and
11. Utilize others to perform or supply work of the type contemplated by this RFP;
12. Take any other action not otherwise prohibited by law;
13. Request proposals from others with or without requesting proposals from contractors for the work of the type contemplated by this RFP; and/or
14. Enter into an agreement with another Firm or re-solicit the Project in the event the originally selected firm defaults or fails to execute an agreement with SCP.

C. **SCP reserves the right not to contract with any Proposer. If SCP decides to contract, SCP will contract with the Proposers whose responses best meet the needs of SCP, consistent with the selection process set forth above.**

D. An agreement is not binding or valid with SCP unless and until it is executed by authorized representatives of SCP and the Proposer selected.

E. Evaluation of a response does not constitute a commitment by SCP to acquire such services from any source. SCP is not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any firm in connection with this RFQ and any and all responses, whether qualified or not, may be rejected without any

liability whatsoever to any firm on the part of SCP. SCP shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this RFP process.

- F. SCP intends to own and collect Low Carbon Fuel Standard credits earned through chargers installed under this project.

#### **XIV. CONFLICTS OF INTEREST**

SCP is subject to the Political Reform Act (Government Code Section 87100, et seq), Government Code Section 1090, Government Code Section 84308, related regulations, and other requirements governing conflicts, campaign contributions, and gifts (“COI Laws”).

Proposers are required to review all applicable COI Laws and by submitting a Proposal in response to this RFP, Proposer also acknowledges that it has reviewed all applicable COI Laws and applicable SCP policies, as they may be amended from time to time.

This RFP process will be conducted in compliance with all COI Laws. SCP employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with Proposer.

Proposers must disclose to SCP of any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Proposer, any employees of Proposer, or any other person relative to the services to be provided pursuant to this RFP. Failure to do so may result in disqualification and any remedies set forth in the COI Laws.

## ATTACHMENT A SCOPE OF SERVICES

Under the direction of the SCP Director of Customer Energy Solutions and their designee(s), selected Proposer will perform the following demand response program implementation tasks:

### **Task 1: Implementation**

- Integration of existing customers and Trade Allies: Work with SCP and current program implementer to integrate existing participants and transfer CAISO registration details and Trade Ally integrations if needed. Administer CISR form process, as necessary.
- Once on board, review current program details and provide recommendations for program modifications or improvements including but not limited to customer enrollment flows, incentive levels, incentive delivery, event duration and frequency, CAISO market participation strategy for enrolled resources, other dispatch monetization strategies, M&V approaches, and technology options.
- Work with SCP to develop an Implementation Plan to enroll an additional 5-10 MW of dispatchable demand response capacity in the SCP-branded GridSavvy Rewards program by 2031, with continuous annual growth as permitted by SCP program budget. The Implementation Plan will be a roadmap to reach the desired enrolled capacity and include the following elements:
  - Overall approach to program implementation and enrolled capacity target of minimum 5 MW (10 MW total including existing fleet), with subgoal of 0.5 MW of that capacity from enrollment of customers taking service on CARE/FERA rates or customers located in disadvantaged communities within SCP territory over the contract term
  - Program design
  - Participant segmentation capability
  - Capacity forecasting approach
  - Technology types
  - Trade Ally Network development
  - Customer acquisition strategy
  - Detailed budgets and anticipated spend rates
  - CAISO market participation strategy (if any), including any bidding strategy recommendations

- SCP is open to implementation approaches to meet this level of enrolled DR capacity, but the Implementation Plan must, at a minimum:
  - Include offerings for both commercial and residential customers
  - Include smart thermostat, EV charging, EV, electric water heater, and battery energy storage system (BESS) direct control demand response options for residential customers
  - Include EV charging and commercial BESS direct control demand response options for commercial customers
  - Include a plan to increase BDR enrollments available to all residential customers
  - Provide SCP with the ability to call multiple demand response events per month and allow for customers to enroll in more than one participation pathway
  - Maintain existing DR participants and Trade Allies
  - Address Trade Ally network development plan and direct load control in SCP territory
  - Describe how GridSavvy Rewards enrolled demand response capacity can generate CAISO market or Resource Adequacy (“RA”) value to SCP beyond avoided wholesale energy purchases.
  - Advise on the value and risks of utilizing SCP’s aggregate DR fleet as a CAISO resource and complete Task 4 if deemed appropriate.

Anticipated Deliverables

- Successful integration of new and existing customers
- Successful integration of new and existing technologies and Trade Allies
- Implementation Plan

**Task 2: Trade Ally Network Development**

- Develop a qualified network of Trade Allies on SCP’s behalf to acquire potential customers into the GridSavvy Rewards program
  - Trade Allies may include technology manufacturers, vendors, developers, platforms, aggregators, or installers.
  - Include SCP access to an established existing Trade Ally Network
- Enroll and integrate customers into the program with existing installed (“bring

your own device”) technologies

- Build upon Trade Ally customer acquisition market activity by leveraging combined SCP/Implementer Program marketing, education, and outreach tactics.
- Work with SCP to develop Trade Ally selection criteria and SCP will provide oversight, input, and final approval on Trade Ally selection and program integration.
- Facilitate Distributed Energy Resource Management systems (DERMS) integration of Trade Ally technologies to enable direct load control options.
- Establish contracts and communication infrastructure with Trade Ally partners that can be owned by SCP and is portable beyond contract term.

Anticipated Deliverables:

- Establishment of a Trade Ally Network with Quality Control (QC) standards and protocols.
- Plan for on-boarding Trade Allies and for providing ongoing support and integration.
- Tracking system collating all Trade Ally metrics for participants, including participation rates, pending enrollments, and completed project information, and other metrics to be determined.
- Tracking system data must be synced with SCP IT infrastructure using an API, SFTP, or other on-demand process

**Task 3: Ongoing Operations**

Execute the Implementation Plan and manage all aspects of program implementation under the direction and oversight of SCP staff. These aspects will include, but are not limited to:

- DRP services (managing DRRS, CISR forms, managing a DERMS platform) and “event” coordination
  - Work with SCP to determine “event” criteria and process
  - Event baseline and performance calculations in alignment with CAISO approved methodology and settlement criteria (if applicable)
- Data reporting
- Provisioning of raw event performance data (individual and aggregate) to SCP for internal QC
- Program Operations:
  - Customer eligibility verification and enrollment
  - Management of enrolled resources utilizing universal DERMS platform

- Customer pre-enrollment technological support
- Deployment of mobile application (website or app) for residential behavioral and automated response customer enrollment, event notifications, usage tracking, performance results, etc.
- Demand response events scheduling, dispatch, customer notifications, and performance reporting to SCP
- Customer incentive payment verification, processing, and reporting (as needed)
- Customer support, service, and communications
- Work with SCP staff to exchange customer eligibility data, process bill credits and coordinate customer service processes as needed
- Aggregation, management, and value analysis of enrolled distributed energy resources (DERs), including evaluation of their qualification as a Demand Response Resource (DRR) by SubLAP.
- Meter data management and telemetry services (as needed)
- Meet regularly (weekly during launch and bi-weekly for ongoing operations) with SCP staff to review progress toward program goals and recommend necessary program adjustments
- Provide underlying data that is synced with SCP IT infrastructure that provides SCP staff with mutually agreed upon metrics. Examples of potential metrics include:
  - Budget spend rates
  - Enrollment levels
  - Performance of marketing strategies and tactics including but not limited to impressions, conversion rates, etc.
  - Customer performance, individual and aggregate kWh/kW reductions, and avoided wholesale costs
  - Enrolled demand response resource type financial valuation
- Develop data visualizations as requested by SCP staff
- Provide comprehensive quarterly and annual reports describing overall program performance and progress toward enrollment and load shift goals.

#### Anticipated Deliverables

- Transition and retention of existing participants (if applicable)
- Execution of Implementation Plan
- Execution of Successful enrollment of new customers in GridSavvy

Rewards program and CAISO Demand Response Registration System (DRRS) and notification to customers of any third-party conflicts or disputes; customer assistance with conflict removal as needed

- Successful integration with new Trade Allies
- Event Performance and Data Reporting
- Ongoing customer service
- DR resource value analysis, updated as needed
- Monthly, quarterly, and annual reporting as agreed upon in consultation with SCP staff

#### **Task 4: CAISO Market Participant Advising (if applicable)**

If a CAISO market participation strategy for enrolled resources is pursued under Task 1, the Successful Proposer will advise SCP on CAISO Market Participation options, processes, protocols, timelines, implementation, scheduling, settlements, performance requirements, risks and any other implications to SCP. If the Successful Proposer advises that SCP should participate in the CAISO Market, they will recommend best strategies to do so.

The Successful Proposer will act as, retain the services of, or work to support SCP's registered DRP/DERP status to perform all necessary functions enabling potential CAISO market integration of SCP's Demand Response Resource including:

- DRP/DERP services to bid demand response resource capacity in the CAISO day ahead, real-time, or ancillary services markets using a bidding strategy developed in consultation with SCP, as well as handling of the settlements
- Facilitate the submission of market inputs and receipt of dispatch notifications from the CAISO
- Provide monthly summary reports detailing CAISO transactions in a mutually agreed upon format, including customer and financial performance

#### **Anticipated Deliverables**

- CAISO Market Participant Analysis and Recommendation
- Meet with SCP staff to review potential CAISO Market participation and strategies
- Lead registration of resource as a Proxy Demand Resource (or applicable resource), including completing load impact protocols

#### **Task 5: Scheduling Coordination Services (if applicable)**

Successful Proposer will act as, or retain the services of, a certified Scheduling Coordinator, or describe how they will support SCP's function as a self-scheduler to

perform the following functions for SCP's Demand Response Resource(s):

- Utilizing a Scheduling Coordinator ID (SCID), perform all applicable required functions of a Scheduling Coordinator, including emergency operational actions, all scheduling and bidding functions in the applicable market(s), and RA and Supply Plan filings.
- Perform all CAISO and Western Electricity Coordinating Council (WECC) scheduling functions for SCP in Day-Ahead, Real-Time, and Ancillary Services markets on 24/7, 365 days per year basis, for the Demand Response Resource, subject to market availability and operational limitations of the Demand Response Resource. Manage the interface with the CAISO for bidding the Demand Response Resource on SCP's behalf.
- Resource Management: At SCP's discretion, execute bidding and dispatch strategies for SCP's Demand Response Resource(s) to maximize the value of SCP's resource portfolio in the CAISO market and comply with RA must-offer obligation requirements.
- Market Monitoring: Monitor CAISO market activities and communicate information to SCP pertaining to such CAISO market activities that may impact SCP or be of interest to SCP.
- Shadow Settlements and Reconciliation: Shadow settle all CAISO settlement statement versions; analyze discrepancies found between Proposer's settlement statements and CAISO's settlement statements and report any significant discrepancies to SCP. Successful Proposer will be given parameters for further investigation of such discrepancies and filing of disputes with CAISO. For discrepancies falling within SCP's parameters, Proposer should anticipate filing disputes at SCP's cost with CAISO on behalf of SCP, managing these disputes with CAISO, and providing regular status reports to SCP on all filed disputes as well as reviewing all additional CAISO settlement statements to verify CAISO has made requested changes to prior statements and verifying the accuracy of any additional CAISO charges and credits. Successful Proposer will receive from CAISO historic and real time data collected by CAISO from, or provided to CAISO by, SCP and be given access to SCP's SCID at CAISO to review CAISO's bills and settlement statements.
- Capacity payment verification using settlement quality meter data (SQMD) as appropriate
- Assist in timely data collection for SCP's regulatory reporting; provide SCP all information that is reasonably requested by SCP for SCP's regulatory or governmental reports. SCP will be responsible for required state, federal or regional reports applicable to its licenses and business interests.
- Any other required CAISO market participation requirements.

## Anticipated Deliverables

- Reporting, including:
  - Performance / Settlements Reporting: Validate all CAISO invoices, including performing CAISO shadow settlements, and provide event validation reports for days in which Demand Response Resource bids were submitted (with month-to-date information) to SCP. Contractor will provide a monthly report detailing all historic charges and credits by charge code and by month.
  - Market Performance Reporting: Prepare and provide to SCP in a mutually agreed upon format event summary and monthly summary reports on Demand Response Resource performance metrics. Reports should include graphical representation of key metrics and underlying data.

## ATTACHMENT B

### SCP Agreement for Professional Services

This Agreement for Professional Services (“Agreement”), dated as of \_\_\_\_\_ (“Effective Date”), is made by and between the Sonoma Clean Power Authority (“SCP”), a California joint powers authority, and [COUNTERPARTY LEGAL NAME] [legal entity name, check Secretary of State BizSearch] (“Consultant”). SCP and Consultant may be individually referred to as a “Party” or collectively as “Parties.” The “Effective Date” shall be the date that this Agreement is executed by the last Party to do so.

#### Agreement

The Parties agree as follows:

1. **Scope of Services:** Consultant shall provide to SCP the services described in Exhibit A (“Services”) for SCP’s [INSERT NAME OF PROJECT] (“Project”).
2. **Additional Work:** If changes in the work seem merited by the Consultant or SCP, and informal consultations with the other party indicated that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to SCP by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by SCP and executed by both Parties before performance of such services. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.
3. **Delays in Performance:**
  - a. Neither SCP nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events beyond the reasonable control of the non-performing party. For purposes of this Agreement, such events include extraordinary and unforeseeable act of God, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, riots, lightning, fire, flood, or explosion. Force majeure shall not include a labor disturbance of Consultant or its subconsultants. .
  - b. Should such circumstances occur, the non-performing party shall promptly give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
4. **Performance Standard:** Consultant warrants and represents that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the Services. Consultant’s Services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

- a. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from SCP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.
  
- b. If SCP determines that any of Consultant's work performed as Services is not in accordance with the level of competency and standard of care normally observed by an expert practicing in Consultant's profession, SCP, in its sole discretion, shall have the right to do any or all of the following:
  - i. require Consultant to meet with SCP to review the quality of Consultant's work performed as Services and resolve matters of concern;
  
  - ii. require Consultant to repeat the Services at no additional charge until the work meets the level of competency and standard of care normally observed by an expert in Consultant's profession;
  
  - iii. terminate this Agreement pursuant to Section 6; or
  
  - iv. pursue any and all other remedies at law or in equity.
  
- 5. **Payment:** Consultant shall submit one monthly invoice each calendar month in which Services are performed. Invoices shall be signed by key staff, include copies of receipts for pre-approved reimbursable expenses, and contain the following detail for each billable entry:
  - a. Date;
  - b. Detailed description of work performed and person(s) involved;
  - c. Time spent in 1/2 hour [fraction can be adjusted based on the type of work and scale of the agreement] increments; and
  - d. Running summary on each invoice including total contracted amount of the agreement, funds already paid to date, and remaining funds available.
    - i. Example:
 

Not to exceed	\$60,000
<u>Payments to date</u>	<u>\$35,000</u>

Remaining funds \$25,000

When such an invoice is furnished in accordance with this Agreement, SCP shall pay all undisputed amounts owing for Services adequately rendered set forth in such invoice within thirty (30) calendar days of receipt such invoice, applying the following rates:

- i. Fees based on the fee schedule, as set forth in Exhibit B ("Fee Schedule"); and
- ii. Reimbursable expenses pre-approved by SCP.

Without limiting the foregoing, Consultant (1) acknowledges that its failure to submit an invoice within sixty (60) days of the occurrence of the event to which a charge contained therein relates is an express condition precedent to any right it may have to payment in connection therewith, and (2) hereby stipulates that Consultant's failure to strictly comply with such condition precedent is a waiver and release of any right Consultant might otherwise have to payment in connection therewith.

- 6. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE TOTAL AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED [write out amount] dollars (\$\_\_\_). This dollar amount is not a guarantee that SCP will pay that full amount to Consultant but is merely a limit of potential SCP expenditures under the Agreement. In the event that this total payable amount is reached, Consultant shall continue to furnish and complete the Services at no additional charge.
- 7. **Term of the Agreement:** The term of this Agreement shall be from the Effective Date to \_\_\_\_\_[end date], unless otherwise terminated pursuant to this Agreement or amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after [Date] is subject to approval by SCP's Board of Directors of a budget including such funding, and that SCP may terminate this Agreement immediately, if such funding is not approved. Consultant, shall promptly deliver to SCP all materials and work product subject to Section 16 upon the conclusion of the term of this Agreement.
- 8. **Termination:**
  - a. Notwithstanding any other provision of this Agreement, at any time and without cause, SCP shall have the right to terminate this Agreement by giving thirty (30) calendar days written notice to Consultant.
  - b. Notwithstanding any other provision of this Agreement, should Consultant fail to satisfactorily perform any of its obligations under this Agreement or otherwise breach any of the terms of this Agreement, SCP may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement.

- c. In the event of termination, Consultant shall promptly and in any event no later than within fourteen (14) calendar days following the date of termination, deliver to SCP all materials and work product subject to Section 16 and shall submit to SCP a final invoice for any outstanding payments.

9. **Indemnification:**

- a. To the furthest extent permitted by law, Consultant shall indemnify, defend (with counsel appointed by SCP to defend at Consultant's expense), and hold harmless SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Consultant or Consultant's officials, officers, employees, volunteers, and agents, or (2) Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Consultant's obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Consultant's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

10. **Insurance:** Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCP. [REVIEW INSURANCE REQUIREMENTS ON A PER-PROJECT BASIS]

- a. Workers' Compensation. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of \$1,000,000 per accident; \$1,000,000 disease per employee; \$1,000,000 disease per policy.

Commercial General Liability. Commercial General Liability Insurance with Minimum Limits: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

- b. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 [\$5,000,000 for contractors that drive to SCP or to the jobsite for the contracted work of this agreement] combined single limit per accident. Automobile Insurance shall apply to shall be written on an “any auto” form. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos. Coverage shall be at least as broad as the latest version of the following: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto).
  
- c. Professional Liability. Professional Liability/Errors and Omissions Insurance with Minimum Limit of \$1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by SCP. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.
  
- d. All Policies Requirements.
  - i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A-: VII, and admitted to transact in the business of insurance in the State of California.
  
  - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
  
  - iii. All required Evidence of Insurance shall be submitted to SCP within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCP for the entire term of this Agreement.

- iv. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 431 E Street, Santa Rosa, CA, 95404.
- v. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.
- vi. Consultant shall provide SCP immediate written notice if: (A) any of the required insurance policies are terminated; (B) the limits of any of the required policies are reduced; and/or (C) the deductible or self-insured retention is increased.
- vii. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.
- viii. Consultant's indemnity and other obligations shall not be limited by these insurance requirements.
- ix. If Consultant maintains higher limits than the specified minimum limits, SCP requires and shall be entitled to, coverage for the higher limits maintained by Consultant.
- x. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured retention that exceeds \$25,000 must be approved in advance by SCP. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCP's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCP.
- xi. SCP, SCP's officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents, shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
- xii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- xiii. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
  - xiv. Policies shall not contain exclusions contrary to this Agreement.
11. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCP and at no time shall Consultant be entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits SCP provides its employees. In the event SCP exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
  12. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
  13. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCP harmless from any liability which it may incur to the United States or to any US State as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In the event SCP is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCP with proof of payment of taxes on these earnings.
  14. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning all Services performed that are compensable under this Agreement and shall make such documents and records available to SCP for inspection and copying at any reasonable time and at Consultant’s sole expense. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
  15. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under applicable law or that would otherwise conflict in any manner or degree with Consultant’s performance under this Agreement. Consultant further warrants that in the

performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable laws relating to conflicts of interest, including by way of illustration and not by limitation California Fair Political Practices Act requirements.

16. **Statutory Compliance:** Consultant shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this Agreement.
17. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with applicable law, rules, and regulations in regard to nondiscrimination in employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference. [If the project will receive federal funding, have legal team review this clause in order to meet best federal practice.]
18. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential (“Confidential Information”). Unless SCP provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCP, Consultant shall not share Confidential Information with any other person or entity outside of SCP staff and SCP authorized representatives, and upon receipt of a court order, subpoena, or other process compelling disclosure of Confidential Information Consultant shall immediately notify SCP so that SCP has an opportunity to obtain a protective order or other relief. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCP. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, produced by Consultant or Consultant’s subcontractors, consultants, and other agents within the term and scope of this Agreement (“Documents”) shall be the property of SCP, and to the extent Consultant possesses such Documents, Consultant shall hold such Documents in trust for SCP’s benefit. SCP shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCP all such Documents, which have not already been provided to SCP in such form or format, as SCP deems appropriate, and shall not thereafter retain Documents. Such Documents shall be and will remain the property of SCP without restriction or limitation.
19. **Assignment and Delegation:** Consultant shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the SCP. Subcontracts, if any, shall contain a provision making them subject to all provisions

stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of the Services herein.

20. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO SCP: Sonoma Clean Power Authority  
Attn: [Project Manager Name]  
431 E Street  
Santa Rosa, CA 95404  
[PROJECT MANAGER EMAIL ]

*With Copies to:* Sonoma Clean Power Authority  
ATTN: Contract Administration  
431 E Street  
Santa Rosa, CA 95404  
invoices@sonomacleanpower.org

TO CONSULTANT: [CONSULTANT NAME]  
ATTN: [CONSULTANT]  
[CONSULTANTS STREET ADDRESS]  
[CONSULTANTS CITY & ZIP]  
[CONSULTANTS EMAIL]

21. **No Waiver of Breach:** The waiver by SCP of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
22. **Construction:** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
23. **No Third-Party Beneficiaries:** Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create any rights in third parties.
24. **Choice of Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the

breach of this Agreement, shall be brought and tried in the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.

25. **Exhibits; Order of Precedence:**

a. **Exhibits.** This Agreement includes the following Exhibits:

i. Exhibit A – Scope of Services

ii. Exhibit B – Fee Schedule

iii. **Optional Exhibits.** Consultant agrees to be bound by the terms and conditions set forth in any of the exhibits selected below as if the terms and conditions were fully set forth in this Agreement. Exhibits not selected below do not apply to this Agreement.

Exhibit C – Non-Disclosure Agreement

Exhibit D – Prevailing Wage Requirements

Exhibit [X] – [Name of Exhibit]

b. **Order of Precedence.** In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail. In the event of a conflict between the Exhibits, the order of precedence set forth in section 23(a) applies.

26. **Captions:** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

27. **Merger:** This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856.

28. **Amendment:** No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

29. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

30. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision within this Agreement.

31. **Attorney Fees:** The prevailing party in any litigation to interpret or enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

32. **Joint Powers Authority.** Consultant hereby acknowledges that SCP is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Cal. Govt. Code section 6500 *et seq.*, as the same may be amended from time to time) pursuant to a Third Amended and Restated Joint Powers Agreement dated October 13, 2016 (the “Joint Powers Agreement”), that SCP is a public entity separate from its members, and that under the Joint Powers Agreement the members have no liability for any obligations or liabilities of SCP. Consultant agrees that SCP shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of SCP’s members, any cities or counties participating in SCP’s community choice aggregation program, or any of SCP’s retail customers in connection with this Agreement.
33. **Representatives.**
- a. SCP’s Representative. The SCP hereby designates [\*\*\*INSERT TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement (“SCP’s Representative”). SCP’s Representative shall have the power to act on behalf of the SCP for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the SCP’s Representative or his or her designee.
  - b. Consultant’s Representative. Before starting the Services, Consultant shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the SCP (“Consultant’s Representative”). Following approval by the SCP, Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

*[SIGNATURES TO APPEAR ON FOLLOWING PAGE]*

By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

**SONOMA CLEAN POWER AUTHORITY**

**CONSULTANT**

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_

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

**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPROVED AS TO FORM**

**BY:** \_\_\_\_\_

**General Counsel**

**DATE:** \_\_\_\_\_

## EXHIBIT C

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“NDA”) the Agreement and SCP Customer Service Policy A.1 (Customer Confidentiality) govern the disclosure of SCP’s confidential customer information to Consultant (“Disclosure Provisions”). The Parties hereby mutually agree that:

1. Representations & Warranties. Subject to the terms and conditions of this NDA, Confidential Information (as defined below), including, without limitation information regarding customers of SCP (“SCP Customers”), may be disclosed to Consultant by SCP (or SCP’s data management consultant, at SCP’s direction) from time to time as provided by the Disclosure Provisions and solely for the purposes set forth on EXHIBIT A (Scope of Services). Such disclosure is subject to the following legal continuing representations and warranties by Consultant:
  - (a) Consultant represents and warrants that it has all necessary authority to enter into this NDA, and that it is a binding enforceable NDA according to its terms;
  - (b) Consultant represents and warrants that the authorized representative(s) executing this NDA is (are) authorized to execute this NDA on behalf of the Consultant; and
  - (c) Consultant confirms its understanding that the Confidential Information, including information regarding SCP Customers, is of a highly sensitive confidential and proprietary nature, and that such information will be held in trust by Consultant for the benefit of SCP and solely used as contemplated under the Disclosure Provisions for the purposes set forth on EXHIBIT A, and that any other use of the information is prohibited.
  - (d) Consultant represents and warrants that it will implement and maintain expert, industry standard best practice, and no less than reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for purposes not set forth on EXHIBIT A.
2. Confidential Information Defined. “Confidential Information”, as used in this NDA, refers to all information SCP discloses to Consultant which SCP might reasonably expect Consultant not to disclose to other persons or use for unauthorized purposes, and any derivative thereof, and includes, without limitation, the following:
  - (a) Information about SCP Customers, including, without limitation: (i) names; (ii) addresses; (iii) telephone numbers; (iv) service agreement numbers; (v) meter and other identification numbers; (vi) SCP-designated account numbers; (vii) meter numbers; (viii) electricity and gas usage (including monthly usage, monthly maximum demand, electrical or gas consumption as defined in Public Utilities Code Section 8380, load, and other data detailing electricity or gas needs and patterns of usage); (ix) billing information (including rate schedule, baseline zone, CARE participation, end use code (heat source) service voltage, medical baseline, meter cycle, bill cycle, balanced payment plan and

other plans); (x) payment / deposit status; (xi) number of units; and (xii) other similar information specific to SCP Customers individually or in the aggregate;

- (b) Certain data constituting “Covered Information” as that term is defined in California Public Utilities Commission (“CPUC”) Decision 12-08-045, and any successor CPUC Decision; and
  - (c) Any SCP market, resource or procurement information considered by SCP to be proprietary and/or confidential.
  - (d) Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by Consultant or its representatives that are derived from or based on Confidential Information disclosed by SCP, regardless of the form of media in which it is prepared, recorded or retained.
3. Exclusions. Except for electric and gas usage information provided to Consultant pursuant to this NDA, Confidential Information does not include information that Consultant proves (a) was properly in the possession of Consultant at the time of disclosure; (b) is or becomes publicly known through no fault of Consultant, its employees or representatives; or (c) was independently developed by Consultant, its employees or representatives without access to any Confidential Information.
  4. Disclosure Prohibited. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by Consultant, or used for any purpose other than the purposes set forth on EXHIBIT A.
  5. Protection of Confidential Information. Consultant shall, at all times and in perpetuity, hold the Confidential Information in trust for SCP’s benefit, keep in the strictest confidence the Confidential Information, and take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Consultant shall implement and maintain expert, industry standard best practice, and no less than reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for purposes not set forth on EXHIBIT A. Specifically, Consultant shall restrict access to Confidential Information, and to materials prepared in connection with the Confidential Information, to those employees or representatives of Consultant who have a “need to know” such Confidential Information in the course of their duties with respect to the Consultant program and who agree in writing to be bound by the nondisclosure and confidentiality obligations of this NDA. Prior to disclosing any Confidential Information to its employees or representatives, Consultant shall require such employees or representatives to whom Confidential Information is to be disclosed to review this NDA and to agree to be bound by the terms of this NDA in writing.
  6. Liability for Employees/Representatives, Notification of Disclosure. Consultant shall be strictly liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this NDA; however, such liability shall not limit or prevent any actions by SCP directly against such employees or representatives for improper disclosure and/or use. In no event shall Consultant or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding

Confidential Information in strict confidence. Consultant shall immediately notify SCP in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by Consultant or any of its employees or representatives. However, nothing in this NDA shall obligate the SCP to monitor or enforce the Consultant's compliance with the terms of this NDA.

7. Compliance with CPUC Decisions and SCP Policies. Consultant shall comply with:
  - (a) CPUC Decision No. 12-08-045. The consumer protections concerning subsequent disclosure and use set forth in Attachment B to California Public Utilities Decision No. 12-08-045, and any modifications or successors to that decision.
  - (b) SCP Information Technology (IT) Security Policy A.4. Consultant acknowledges that it is in receipt of and will comply with SCP's A.4 Information Technology (IT) Security Policy. Consultant will inform SCP immediately of any breach of that policy (EXHIBIT C.1)
  - (c) SCP Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy A.5. Consultant acknowledges that it is in receipt of and will comply with SCP's A.5 Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy. Consultant will inform SCP immediately of any breach of that policy (EXHIBIT C.2)
8. Equitable Relief. Consultant acknowledges that disclosure or misappropriation of any Confidential Information will cause irreparable harm to SCP and/or SCP Customers, the amount of which may be difficult to assess. Accordingly, Consultant hereby confirms that SCP shall be entitled to apply to a court of competent jurisdiction or the California Public Utilities Commission for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by Consultant or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the SCP, in law or equity.
9. Indemnification. In addition to all other remedies, to the furthest extent permitted by law Consultant shall indemnify, defend (with counsel appointed by SCP to defend at Consultant's expense) and hold harmless SCP, its officials, officers, employees, volunteers, and agents, and any public agency which is a party to the joint powers agreement pursuant to which SCP is organized under section 6500 of the Government Code and their officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to (1) the negligence (active or passive, ordinary or gross), recklessness, willful misconduct, or other errors or omissions of Consultant or Consultant's officials, officers, employees, volunteers, and agents, or (2) Consultant's performance of or obligations or omissions under this NDA. Consultant agrees to provide a complete defense for any such claim or action brought against the Indemnified Parties. Consultant's obligations under this Section apply whether or not there is comparative negligence of the Indemnified Parties, except that that Consultant's obligations hereunder exclude SCP's sole negligence, active negligence or willful misconduct but only to the extent required by applicable law.

10. Return or Destruction of Confidential Information. When Consultant fully performs the purposes set forth on EXHIBIT A, or if at any time Consultant ceases performance or SCP requires Consultant cease performance of the purposes set forth on EXHIBIT A, Consultant shall immediately return or destroy (with reasonable prior written notice to SCP itemizing the materials destroyed) all Confidential Information then in its possession at the request of SCP. Notwithstanding the foregoing, the nondisclosure obligations of this NDA shall survive any termination of this NDA.
11. Termination. Either Party may terminate this NDA for any reason or no reason, with or without cause, by providing thirty (30) days prior written notice to the other party of its intention to terminate; *provided, however,* that the terms of this NDA remain applicable to any Confidential Information already created or received under the NDA as set forth elsewhere in this NDA.
12. Notice. All notice to be provided under this NDA, may be made via electronic mail or to the addresses outlined in the Notice provision of the Agreement.
13. Assignment. This NDA shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. This NDA shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.
14. Entire NDA. This NDA sets forth the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written.
15. Amendment. This NDA shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade.
16. Waiver. Any waiver of a right under this NDA shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.
17. Choice of Law, Venue. This NDA shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws. Any action to enforce the terms of this NDA or for the breach of this NDA, shall be brought and tried in the Superior Court of California for the County of Sonoma, except that when the action is subject to the exclusive jurisdiction of the United States such action shall be brought and tried in the federal district court for the judicial district in which the County of Sonoma is located.
18. Captions. The captions in this NDA are solely for convenience of reference. They are not a part of this NDA and shall have no effect on its construction or interpretation.
19. Survival of Terms. All express representations, waivers, indemnifications, obligations to maintain confidentiality and limitations of liability included in this NDA shall survive its completion or termination.
20. Severability. If any provision of this NDA, or portion thereof, is deemed unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such

enforceability or invalidity shall not affect the enforceability of any other provision of this NDA.

21. Construction. This NDA shall be construed as if each Party was its author and the language of the NDA shall not be construed against one party against the other on the basis of one party drafting the NDA.
22. Counterparts. This NDA may be executed in one or more counterparts, each of which will be deemed to be an original of this NDA and all of which, when taken together, will be deemed to constitute one and the same agreement.

## EXHIBIT C.1

### Information Technology (IT) Security Policy A.4

Adopted February 7, 2019

Information Technology (IT) is a critical Sonoma Clean Power Authority (SCP) asset and will be managed to ensure that it remains accurate, confidential, and available for authorized business activities only. Proper management of information technology is required to support regulatory compliance, minimize legal liability, reduce the risk of criminal activity, and to sustain stakeholder and customer satisfaction.

SCP is dependent on information technology to conduct business operations. The Chief Executive Officer, Director of Internal Operations, and Director of Customer Service, in collaboration with the IT Consultant have been designated as the IT Security Team (IST) and are responsible for communicating IT policies and standards, helping all personnel achieve compliance with policies and standards, and reporting to management on any non-compliance or areas of risk.

SCP will make information technology accessible only to authorized employees or designated vendors as needed and such information shall only be used for authorized agency purposes. To ensure protection of information technology, operational guidelines will be in place for employees and designated vendors to follow which adhere to the principles below:

- Access to specific information technology is to be assigned to SCP employees or designated vendors with the minimum level of access necessary to perform respective responsibilities.
- Access to information technology will be made available only to the extent necessary to support authorized business functions.
- Security systems are to be structured with multiple layers of security, including physical, network, host, and personnel security measures.
- The degree of information security protection is to be commensurate with the impact of inadvertent or intentional misuse, improper disclosure, damage or loss.
- Adequate controls will divide sensitive duties among more than one individual to provide checks and balances that help ensure operational guidelines are followed.
- Security is not an optional component of operations. All SCP staff and designated vendors are required to protect information. All staff and designated vendors that use or have access to SCP information technology are personally responsible for exercising the proper control over information according to the operational guidelines provided to them.

Operational guidelines for treatment of information technology are subject to change as needed to protect SCP based on any changes in systems, threats, and practices. All substantive changes will be brought back before SCP's Board of Directors for formal approval.

*[End of Exhibit C.1.]*

## EXHIBIT C.2

### Advance Metering Infrastructure (AMI) Data Security and Privacy Policy A.5

Adopted February 7, 2019

Sonoma Clean Power Authority (SCP) developed the following policy for ensuring the privacy and security of AMI data and customer usage information pursuant to Attachment B of the California Public Utilities Commission Decision 12-08-045.

#### 1) GENERAL

- a) SCP shall implement reasonable administrative, technical, and physical safeguards to protect covered information from unauthorized access, destruction, use, modification, or disclosure.
- b) SCP and all third parties shall provide reasonable training to all employees and contractors who use, store or process covered information as needed.
- c) SCP shall collect, store, use, and disclose only as much covered information as is reasonably necessary or as authorized by the Commission to accomplish a specific primary purpose.

#### 2) TRANSPARENCY AND NOTIFICATION

- a) SCP shall provide customers with meaningful, clear, accurate, specific, and comprehensive notice regarding; the accessing, collection, storage, use, and disclosure of AMI data. Provided, however, that SCP is using AMI data solely for a primary purpose, it is not required to provide separate notice.
- b) SCP shall provide written notice when; confirming a new customer account and at least once a year. The notice shall inform customers how they may obtain a copy of SCP's notice regarding the accessing, collection, storage, use, and disclosure of AMI data (aka "covered information") and shall provide a conspicuous link to the notice on the home page of their website and include a link to their notice in all electronic correspondence to customers.
  - The notice shall be labeled Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information and shall—be written in easily understandable language and be no longer than is necessary to convey the requisite information.
  - The notice and the posted privacy policy shall state clearly— the identity of SCP, the effective date of the notice or posted privacy policy, SCP's process for altering the notice or posted privacy policy, including how the customer will be informed of any alterations, and where prior versions will be made available to customers, and the title and contact information, including email address, postal address, and telephone number, of an official at SCP who can assist the customer with privacy questions, concerns, or complaints regarding the collection, storage, use, or distribution of covered information.
  - The notice shall provide an explicit description of— each category of covered information collected, used, stored or disclosed, and for each category of covered information, the reasonably specific purposes for which it will be collected, stored, used, or disclosed.
  - Each category of covered information that is disclosed to third parties, and, for each such category, (i) the purposes for which it is disclosed, and (ii) the categories of third

parties to which it is disclosed, and the identities of those third parties to whom data is disclosed for secondary purposes, and the secondary purposes for which the information is disclosed; the approximate period of time that covered information will be retained by the covered entity a description of the means by which customers may view, inquire about, or dispute their covered information, and the means, if any, by which customers may limit the collection, use, storage or disclosure of covered information and the consequences to customers if they exercise such limits.

- c) SCP shall provide to customers upon request convenient and secure access to their covered information— in an easily readable format that is at a level no less detailed than that at which the covered entity discloses the data to third parties.

### **3) USE, DISCLOSURE, AND CUSTOMER AUTHORIZATION**

- a) SCP may disclose covered information without customer consent to a third party acting under contract with the Commission for the purpose of providing services authorized pursuant to an order or resolution of the Commission or to a governmental entity for the purpose of providing energy efficiency or energy efficiency evaluation services pursuant to an order or resolution of the Commission.
- b) SCP may disclose covered information to a third party without customer consent when explicitly ordered to do so by the Commission; or for a primary purpose being carried out under contract with and on behalf of SCP provided that the covered entity disclosing the data shall, by contract, require the third party to agree to access, collect, store, use, and disclose the covered information under policies, practices and notification requirements no less protective than those under which the covered entity itself operates.
- c) Any entity that receives covered information derived initially from SCP may disclose such covered information to another entity with SCP's consent, but without customer consent for a primary purpose, provided that the entity disclosing the covered information shall, by contract, require the entity receiving the covered information to use the covered information only for such primary purpose and to agree to store, use, and disclose the covered information under policies, practices and notification requirements no less protective than those under which the covered entity from which the covered information was initially derived operates.
- d) When SCP discloses covered information to a third party under this subsection (reference is to subsection 6(c) of Attachment B to CPUC Decision 12-08-045) it shall specify by contract, unless otherwise ordered by the Commission, that it shall be considered a material breach if the third party engages in a pattern or practice of accessing, storing, using or disclosing the covered information in violation of the third party's contractual obligations to handle the covered information under policies no less protective than those under which the covered entity from which the covered information was initially derived.
- e) If SCP finds that a third party contractor to which it disclosed covered information is engaged in a pattern or practice of accessing, storing, using or disclosing covered information in violation of the third party's contractual obligations related to handling covered information, SCP shall promptly cease disclosing covered information to such third party.

- f) If SCP receives a customer complaint about a covered entity disclosing covered information to a Commission-authorized or customer-authorized third party and the third party's misuse of data or other violation of the privacy rules, SCP shall upon customer request or at the Commission's direction, promptly cease disclosing that customer's information to such third party. SCP shall notify the Commission of any such complaints or suspected violations.
- g) No covered entity shall use or disclose covered information for any secondary purpose without obtaining the customer's prior, express, written authorization for each type of secondary purpose. This authorization is not required when information is – (i) provided pursuant to a legal process; (ii) provided in situations of imminent threat to life or property; or (iii) authorized by the Commission pursuant to its jurisdiction and control.
- h) Separate authorization by each customer must be obtained for all disclosures of covered information except as otherwise provided for herein.
- i) SCP shall permit customers to cancel authorization for any secondary purpose of their covered information by the same mechanism initially used to grant authorization.
- j) The consent of a residential customer shall continue without expiration, but an entity receiving information pursuant to a residential customer's authorization shall contact the customer, at least annually, to inform the customer of the authorization granted and to provide an opportunity for revocation. The consent of a non-residential customer shall continue in the same way, but an entity receiving information pursuant to a nonresidential customer's authorization shall contact the customer, to inform the customer of the authorization granted and to provide an opportunity for revocation either upon the termination of the contract, or annually if there is no contract.
- k) SCP shall permit the use of aggregated usage data that is removed of all personally-identifiable information to be used for analysis, reporting or program management provided that the release of that data does not disclose or reveal specific customer information because of the size of the group, rate classification, or nature of the information.

*[End of Exhibit C.2.]*

*[End of Exhibit C]*