



**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:** January 4, 2022

**RESPONSES DUE:** February 16, 2022

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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 supply technology as well as implementation services for its Demand Response (DR) Program, “GridSavvy”. SCP is issuing this Request for Proposals (RFP) for program delivery for 2022 through 2026 (program years).

SCP’s goal is to cost-effectively scale the GridSavvy program to a minimum of 5 megawatts (MW) of demand response and load shifting capacity in SCP territory during the contract term, with the intent to continue scaled annual growth.

**II. ABOUT SONOMA CLEAN POWER**

SCP is a public, locally run “community choice aggregation” electricity provider covering approximately 229,000 accounts in Sonoma and Mendocino Counties (except Healdsburg and Ukiah). Sonoma Clean Power is proud to serve our communities by delivering on our mission of turning the tide on the climate crisis, through bold ideas and practical programs. This includes positively impacting the greatest needs of our communities through making meaningful contributions. For more information about SCP go to: [www.sonomacleanpower.org](http://www.sonomacleanpower.org).

### III. RFP TIMELINE

EVENT	DEADLINE
RFP Published	January 4, 2022
Deadline for written questions to be submitted	January 19, 2022
Responses to questions to be posted on SCP website	January 27, 2022
Proposal packages due	February 16, 2022 by 5:00 PM
RFP Submission review complete	February 28, 2022
Target Date for Interviews	March 7 - March 11, 2022

### IV. BACKGROUND

SCP currently offers one third-party administered DR program: the automated demand response (“ADR”) program (named “GridSavvy”) to all customers with qualifying technology. Information regarding SCP’s GridSavvy program, may be found at <https://sonomacleanpower.org/programs/gridsavvy>. GridSavvy has focused on enrolling and activating customers with program-installed electric vehicle (“EV”) charging equipment, program-installed smart thermostats, bring-your-own-device smart thermostats, and heat pump hot water heaters.

The GridSavvy program controls EV charging stations, smart thermostats, and heat pump water heaters through demand response “events” where devices are remotely auto-controlled, with the ability for the customer to over-ride the controls triggered by the demand response event. SCP currently provides participating GridSavvy 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 customers’ behavior or resource.

SCP is developing a non-ADR “behavioral demand response” program where any SCP customer can participate by responding to SCP notifications of demand response events by reducing electricity demand manually without SCP remotely controlling any of their devices. The intention is to provide behavioral demand response as an alternative offering to ADR GridSavvy but remain under the GridSavvy program with a separate incentive structure.

The goal of GridSavvy 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 to implement and offer this program, with the most recent contract set to expire at the end of March 2022. Approximately 1,100 customers are currently participating in GridSavvy using smart devices and registered through the CAISO Demand Response Registration System (DRRS). While significant connect load is enrolled, the current impact is less than 0.5 MW of peak demand reduction due to relatively smart customer behavior around the time of electric vehicle charging and other actions. 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 participants in the PGFG-Geysers Sub-LAP. GridSavvy resources are not currently scheduled with CAISO and also not registered as a proxy demand resource. Instead, the value of GridSavvy is currently monetized through load modification and its resulting influence on energy costs and RA obligation.

SCP is seeking Proposals to scale the implementation of GridSavvy and establish further Trade Allies (manufacturers, vendors, platform providers, developers, aggregators, or installers of technologies). SCP expects that the selected Proposer will manage the relationships with the Trade Allies as they relate to load control and demand response (i.e., establishes communications and connects with devices, controls connected devices, pays all fees, and manages 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 commercial and residential customers to increase clean, flexible energy capacity by enrolling a minimum of 5 MW of dispatchable demand response and peak load shifting capability (including behavioral demand response), 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 and the selected Proposer will not be held accountable for reaching these 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 responses to this RFP such as current California Public Utility Commission (CPUC) deliberations and proceedings regarding emergency reliability and emergency load response programs. SCP anticipates flexibility in the GridSavvy program design and is seeking a Proposer that understands the shifting role and nature of load shifting and demand response in the CAISO energy markets.

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

The following section presents SCP's objectives for the GridSavvy Community in the next contracting period, which will be a 4-year term from mid-2022 to mid-2026. The Basic Offering is desired for SCP's GridSavvy program partner and the

Additional Objectives can enhance the value of a Proposer's proposal, if determined by SCP to be cost effective.

Basic Offering:

1. Maintain existing GridSavvy program and devices, including roughly 1,100 customers
  - a. Administer Customer Information Service Request (CISR) forms, as required.
2. Maintain existing GridSavvy DRRS registered customers
3. Report on results of load curtailments during events, including customers who chose to over-ride event
4. Provide offering for Behavioral Demand Response as part of GridSavvy
  - a. Develop customer interface for SCP with SCP branding
  - b. Send notifications to customers and determine customer participation per event
  - c. Measure and report customer savings per event
5. Provide ADR platform for GridSavvy devices that meets the following performance requirements, at a minimum:
  - a. Be available between 4pm and 9pm during May 1 through October 31
  - b. A maximum of one event per day, and 10 events per month may be called, and event duration shall be a maximum of 4 hours (subject to change based on CAISO rules).
  - c. Facilitate events that are called by SCP by noon on the event date.
6. Coordinate with existing and emerging non-DR load shifting programs such as permanent efficiency and load shifting programs
7. Manage GridSavvy device webstore and help with optimizing and transferring webstore to another online location, if applicable
8. Enroll new customers in GridSavvy
  - a. Administer Customer Information Service Request (CISR) forms, as required.
  - b. Register in DRRS
9. Provide customer support for enrolling in GridSavvy
10. Administer SCP funded incentive payments to customers for installation and activation
11. Build and maintain database with information on enrolled customers, incentives paid, and device participation that can be synced with SCP IT infrastructure using an API, SFTP, or other on-demand process.
12. Create data pipeline between available data feeds from device vendors and SCP (interval data for EVSEs and batteries, thermostat event data, etc.)
13. Administering tracking and payment of incentives for program.
14. Advise on process and ability to utilize GridSavvy as a CAISO market participant.
  - a. Identify all processes necessary for market integration including, but not limited to, registering resources, providing settlement data, bidding protocols, etc.

Additional Objectives:

15. Reduced customer bills through customer participation in GridSavvy
16. Augment current capabilities for monitoring of load curtailments during events

17. Grow the GridSavvy offering for smart thermostats to further device manufacturers including bring-your-own device “BYOD” (GridSavvy currently includes BYOD for Ecobee and Nest).
18. Grow the GridSavvy offering for other technologies such as battery energy storage, curtailment of rooftop solar, vehicle-to-home/grid systems, etc.
19. Increase customer engagement and satisfaction
20. Engage small business customers (under 75 kW peak demand)
21. Engage more low-income (CARE/FERA) customers than have participated in the past
22. Advise on medium and large commercial & industrial (“C&I”) DR potential and compare to existing non-SCP offerings.
  - a. Design targeted program for C&I customers
  - b. Engage medium and large C&I customers
23. Have the capability to call DR events for select groups of customers (specific substations, feeders, technology types)

Proposers are encouraged to initiate further objectives and provide creative and forward-thinking Proposals. All Proposals should outline how they will work with SCP to ensure that GridSavvy is providing the most efficient and cost-effective approach in coordination with other load shifting and energy efficient programs SCP currently offers or will develop in the future.

## **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. However, 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 universal DERMS platform to manage enrolled resources, dispatch events, 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. REVIEW PROCESS**

- A. Proposals will be evaluated based on:
  - 1. Thoroughness and quality of response.
  - 2. Qualifications and experience of the firm and staff.
  - 3. Demonstration of previous work experience aligned with this solicitation.
  - 4. Satisfaction of the Basic Offerings, as described in this RFP.
  - 5. Additional objectives provided, as described in this RFP.
  - 6. Staffing plan and budget.
  - 7. Quality of references.
  - 8. Stated exceptions to SCP's contract template or insurance requirements.
  - 9. 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 organization or individual. SCP staff will evaluate the responses to this RFP, and may, in its discretion, interview selected firms and individuals that staff determine are most qualified.
- 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 Proposal 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 for the program, 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 in the event that 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: [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org) with the subject line clearly marked "*Demand Response Partner - 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 February 16, 2022. No proposals will be accepted after that time.
- b. Place and Form of Proposal. One copy of the Proposal should be emailed to [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org) with the subject line clearly marked "Demand Response Partner – RFP Proposal". Upon submittal, you will receive a confirmation of receipt.
- c. Submission of a Proposal shall be deemed a representation that the Proposer:
  1. Has carefully read and fully understands 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 explanation for how it plans to 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
4. Relevant Project Experience
  - a. Aggregate capacity (kW) and count of existing ADR customers 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 non auto control customers broken down by UDC, LSE, and state and county location (exclude customer-specific confidential information).
  - c. Experience with "bring your own device" integrations
  - d. Experience with administering the CISR process and assisting customers
  - e. Transitioning customers from existing DRP in DRRS
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.
7. Project team resumes - Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who the Proposer anticipates will be assigned to work on behalf of SCP. This requirement includes, 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 be broken down by the following categories, with descriptions of the services included in each category:
  - Implementation
  - Trade Ally Network development
    - Any per device integration fees
    - Any trade ally fees
  - Ongoing operations including:
    - DRP Services and "event" coordination
    - data reporting
    - customer support



- Webstore maintenance and coordination
  - CAISO market participant 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, Trade Ally, or large C&I customer). 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 in over the past five (5) years and the disposition of the same.

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

- A. 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, the Proposer must 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 Information shall become the property of SCP and will be retained or disposed of accordingly. In the event that a Proposer asserts that its Proposal or portion thereof is exempt from disclosure, Proposer shall at SCP's option indemnify, defend with counsel appointed by SCP, and hold harmless SCP and SCP's elected officials, officers, employees, agents, and volunteers from any claim, cause of action, litigation, or other proceeding that arises out of, relates to, or is incident to any such person refusing to produce for disclosure such Proposal or portion thereof.
- B. All Proposals received by the specified deadline will be reviewed by SCP for content, including but not limited to, battery capability, experience, and qualifications of the Proposers.
- C. During the evaluation process SCP may request from any Proposer additional information which SCP deems necessary.

- D. Proposers shall 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 Proposal or in anticipation of a contract.
- B. SCP reserves the right to:
  - 1. Issue subsequent solicitations;
  - 2. Postpone any of the time periods set forth in this RFP, for its own convenience;
  - 3. Remedy technical errors in the RFP;
  - 4. Negotiate with any, all, multiple or none of the Proposers that respond;
  - 5. Waive informalities and irregularities in the RFP; and
  - 6. Take any other action not otherwise prohibited by law.
- C. SCP reserves the right not to contract with any Proposer. If SCP decides to contract, SCP will contract with the Proposers whose Proposal, at the discretion of SCP, best meets the needs of SCP.
- D. Evaluation of a Proposal 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 Proposer in connection with this RFP 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 Proposer to prepare, submit, negotiate, contract or otherwise participate in this RFP process.

### **IX. CONFLICTS OF INTEREST**

SCP is governed by 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 laws regarding political contributions, conflicts of interest, or unlawful activities. 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.

## **ATTACHMENT A SCOPE OF SERVICES**

Under the direction of the SCP Director of Programs and her 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 GridSavvy contract implementer to integrate existing customers and transfer CAISO registration details and Trade Ally integrations if needed. Administer CISR form process, as necessary.
- Once on board, review current GridSavvy program details and provide recommendations for program modification including but not limited to incentive levels, incentive delivery, event duration and frequency, CAISO market participation strategy for enrolled resources, and technology options.
- Work with SCP to develop an Implementation Plan to enroll a minimum of 5 MW of dispatchable demand response capacity in the SCP-branded GridSavvy program by 2026, 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 5 MW, 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
  - Program design
  - Customer segmentation
  - Technology types
  - Trade Ally Network development and 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, hot water heater, and battery direct control demand response options for residential customers
    - Include EV charging and commercial battery storage direct control demand response options for commercial customers
    - Include a plan for behavioral demand response available to all residential customers

- Provide SCP with the ability to call 10 demand response events per month per enrolled customer
- Maintain existing GridSavvy customers and Trade Allies
- Address Trade Ally network development plan and direct load control in SCP territory
- Describe how GridSavvy 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 GridSavvy as a CAISO resource and complete Task 5 if deemed appropriate.

#### Anticipated Deliverables

- Successful integration of existing customers
- Successful integration of existing 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 program
  - Trade Allies may include technology manufacturers, vendors, developers, platforms, aggregators, or installers.
- Integrate and enroll 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.
- Facilitate Distributed Energy Resource Management systems (DERMS) integration of Trade Ally technologies to enable direct load control options.
- Establish contracting and infrastructure with Trade Ally partners that can be owned by SCP and is portable beyond contract arrangement.

#### Task 2: Anticipated Deliverables:

- Establishment of a Trade Ally Network with Quality Control 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, 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
- Data reporting
- Program Operations:
  - Customer verification and enrollment
  - Management of enrolled resources utilizing universal DERMS platform
  - Customer pre-enrollment technological support
  - Deployment of mobile application for residential behavioral response customer enrollment, event notifications, usage tracking, etc.
  - Demand response events scheduling, dispatch, customer notifications, and performance reporting to SCP
  - Customer incentive payment verification, processing, and reporting
  - Customer support, service, and communications
  - Work with SCP staff to exchange customer data, process bill credits and coordinate customer service processes as needed
- Aggregation, management, and value analysis of enrolled DERs (“Demand Response Resource”) including analysis of market eligibility of Demand Response Resource by Sub LAP
- Meter data management and telemetry services as needed
- Meet regularly 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.

Anticipated Deliverables

- Execution of Implementation Plan
- Execution of Successful enrollment of new customers in GridSavvy program and CAISO Demand Response Registration System (DRRS) and notification to customers of any third-party conflicts; 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: Webstore Maintenance and Coordination

Manage GridSavvy device webstore and help with optimizing and transferring webstore to another online location, if applicable. The webstore provides a platform to purchase DR technologies, verifies SCP customer status, provides GridSavvy enrollment and data access authorization.

- Ensure experience for customers is clear and straightforward
- Maintain products and pricing, including promotions, working with Trade Allies as necessary
- Provide online support to customers
- Conduct review of each order
- Flag suspicious orders and notify SCP
- Work with Trade Allies to ensure order fulfillment
- Provide an itemized list weekly to SCP staff including but not limited to the following information
  - Order number, purchasing customer names, email addresses, PG&E account numbers, service address, shipping address, DR technology purchased, shipping status, activation status
- Work with SCP on optimizing webstore and transferring to another location, if applicable.

Deliverables

- Execution of webstore maintenance

- Data reporting
- Customer service

#### Task 5: CAISO Market Participant Advising (if applicable)

If a CAISO market participation strategy for enrolled resources is identified as a part of 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 be, retain the services of, or work with SCP becoming a registered DRP/DERP 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 6: Scheduling Coordination Services (if applicable)

Successful Proposer will be, 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 a 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 to SCP information 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.
- Assist in data collection for SCP's regulatory reporting; timely provide to 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 STANDARD CONSULTING AGREEMENT**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”), dated as of [REDACTED] (“Effective Date”) is made by and between the Sonoma Clean Power Authority (“SCPA”), a California joint powers authority, and [REDACTED] (“Consultant”). SCPA and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

1. **Scope of Services:** Consultant agrees to provide any and all of the services as described in Exhibit A.
2. **Performance Standard:** Consultant warrants that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. If SCPA determines that any of Consultant's work is not in accordance with the level of competency and standard of care normally observed by a person practicing in Consultant's profession, SCPA, in its sole discretion, shall have the right to do any or all of the following:
  - a. require Consultant to meet with SCPA to review the quality of Consultant's work and resolve matters of concern;
  - b. require Consultant to repeat the work at no additional charge until the work meets the level of competency and standard of care normally observed by a person in Consultant's profession;
  - c. terminate this Agreement pursuant to Section 6; or
  - d. pursue any and all other remedies at law or in equity.
3. **Payment:** Consultant shall submit one invoice for 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; and
  - c. Time spent in 1/10th hour increments.

Upon receipt of properly prepared invoicing, SCPA shall pay Consultant within thirty (30) calendar days for services provided in accordance with this Agreement, applying the following rates:

- a. Fees based on the Fee Schedule, as set forth in Exhibit B; and
  - b. Reimbursable expenses must be pre-approved by SCPA.
4. **NOT TO EXCEED AMOUNT.** IN NO EVENT SHALL THE AMOUNT PAYABLE FOR SERVICES PERFORMED DURING THE TERM OF THIS AGREEMENT EXCEED [write out amount] dollars (\$ [REDACTED]). This dollar amount is not a guarantee that SCPA will pay that full amount to Consultant but is merely a limit of potential SCPA expenditures under the Agreement.
5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to [REDACTED], unless terminated pursuant to Section 6 or

## AGREEMENT FOR PROFESSIONAL SERVICES

amended by a written, executed amendment to the Agreement. Consultant understands and agrees that funding for costs under this Agreement after **June 30, 2019** is subject to approval by SCPA's Board of Directors of a budget including such funding, and that SCPA may terminate this Agreement pursuant to Section 6 below if such funding is not approved.

6. Termination:
  - a. Notwithstanding any other provision of this Agreement, at any time and without cause, the CEO of SCPA shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party.
  - b. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations or violate any of the terms of this Agreement (Termination for Cause), the CEO of SCPA may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Consultant, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16 and shall submit to SCPA a final invoice for all outstanding payments.
7. Indemnification: Consultant agrees to accept all responsibility for loss or damage to any person or entity, including the SCPA, and to indemnify, hold harmless, and release the SCPA, its officers, agents, and employees, 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 Consultant's performance of or obligations or omissions under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the SCPA based upon a claim relating to Consultant's performance or obligations or omissions under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on the SCPA's part, but to the extent required by law, excluding liability due to the SCPA's conduct, specifically SCPA's sole negligence, active negligence or willful misconduct. The SCPA shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld.
8. 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 SCPA.
  - 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.

## AGREEMENT FOR PROFESSIONAL SERVICES

- b. 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 Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
  - i. 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 SCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCPA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCPA.
  - ii. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.
  - iii. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - iv. 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.
- c. Automobile Liability. Automobile Liability Insurance with Minimum Limit of \$1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos. 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.
- d. 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 SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. All Policies Requirements.

## AGREEMENT FOR PROFESSIONAL SERVICES

- i. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A: VII.
  - ii. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.
  - iii. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA 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, PO Box 1030, Santa Rosa, CA, 95402.
  - 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 SCPA 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.
9. 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 SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA 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.
10. 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.
11. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall

## AGREEMENT FOR PROFESSIONAL SERVICES

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 SCPA 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 SCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCPA with proof of payment of taxes on these earnings.

12. **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 SCPA for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.
13. **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 state 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 California Fair Political Practices Act requirements.
14. **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.
15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.
16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA 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 SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. 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 ("Documents"), in whatever form

## AGREEMENT FOR PROFESSIONAL SERVICES

or format, produced by Consultant or Consultant's subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA 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 SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

17. Assignment and Delegation: Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.
18. Written Communications: All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

TO SCPA: Sonoma Clean Power Authority  
Attn: [Project Manager Name]  
PO Box 1030  
Santa Rosa, CA 95402  
[PROJECT MANAGER EMAIL]

*With Copies to:* Sonoma Clean Power Authority  
ATTN: Contract Administration  
PO Box 1030  
Santa Rosa, CA 95402  
invoices@sonomacleanpower.org

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

19. No Waiver of Breach: The waiver by SCPA 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.
20. 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



## AGREEMENT FOR PROFESSIONAL SERVICES

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.

21. Consent: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.
22. 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.
23. 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 Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
24. 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
  - 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 24(a) applies.
25. 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.
26. 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.

AGREEMENT FOR PROFESSIONAL SERVICES

27. Amendment: No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.
28. 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.
29. Time of Essence: Time is and shall be of the essence of this Agreement and every provision within this Agreement.
30. Joint Powers Authority. Consultant hereby acknowledges that SCPA 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 SCPA 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 SCPA. Consultant agrees that SCPA 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 SCPA's members, any cities or counties participating in SCPA's community choice aggregation program, or any of SCPA's retail customers in connection with this Agreement.

*[SIGNATURES TO APPEAR ON FOLLOWING PAGE]*

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AGREEMENT FOR PROFESSIONAL SERVICES

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**

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

Geof Syphers  
Chief Executive Office

Date: \_\_\_\_\_

**CONSULTANT**

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

[Signatory Name]

[Title]

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

**APPROVED AS TO FORM**

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

General Counsel

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

Exhibit A  
Scope of Services

[Insert Scope of Services/Work]

Exhibit B  
Budget & Fee Schedule

[Insert Budget & Fee Schedule]

Exhibit C  
Non-Disclosure Agreement

- Included
- Not Included

Exhibit D  
Prevailing Wage Requirements

- Included
- Not Included