



**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**DEMAND RESPONSE PROGRAM SERVICES**

**1. OBJECTIVE**

Clean Power Alliance of Southern California (“CPA”) is seeking proposals (“Proposals”) from qualified and experienced contractors (individually, a “Proposer” and collectively, “Proposers”) to provide a demand response program for residential and business customers that includes, but is not limited to, a distributed energy resource management system (“DERMS”), a customer interface, end-to-end customer experience, incentive payments, and program reporting dashboards.

**2. PROJECT BACKGROUND**

CPA is a Community Choice Aggregator (“CCA”) program, established as a Joint Powers Authority, made up of 38 local agencies across Los Angeles and Ventura Counties (CPA’s member agencies are set forth in Attachment E). These agencies have banded together to provide cleaner electricity at competitive rates, offering a choice of electricity service providers to approximately three million residents and businesses through approximately one million customer accounts in Southern California.

CPA launched the Power Response Program in 2022, which is a demand response program offered to residential and business customers. The Power Response Program is a year-round demand response program, currently offering three (3) distinct participation pathways including: “Home,” a behavioral pathway for residents who can manually adjust appliances to conserve; “Smart Home,” an automated pathway which allows residents to register networked smart devices that are auto-adjusted during energy saving events; and “Commercial Leaders,” a way for businesses and public sector customers to receive incentives for reducing their demand during events through a combination of behavioral and automated approaches.

The selected Proposer(s) will implement the current Power Response Program with its existing participants. It is expected that the program name and general approach will be maintained, unless otherwise outlined in the Scope of Services set forth in Attachment A. Proposers are encouraged to suggest enhancements to the program and tasks set forth in the Scope of Services. CPA is interested in understanding how a Proposer's experience and innovative approach can support the success and growth of CPA's Power Response Program.

## 2.1. Program Objectives

The Power Response Program has the following objectives:

- **Load Flexibility:** Support emergency responses to energy price and grid strain, while reducing procurement costs through avoidance of high energy price purchases. It is expected that the program will operate as a year-round event-based demand response program, targeting the highest priced days of the year to reduce overall costs and support grid operations. The program will be non-market integrated, realizing value from resources through effective load management. CPA is interested in participating in the California System Operator (“CAISO”) markets upon reaching an efficient scale for participation. While CAISO integration is not a component of the current scope, CPA is seeking Proposer(s) with expertise in this area should it choose to pursue this option in the future.
- **Customer Affordability:** Help customers better manage their energy bills and obtain cost savings through incentives and transparency of load shed results.
- **Accessibility:** The program must be designed to offer multiple participation pathways and to ensure equitable access for all CPA customers, regardless of language preference, digital literacy, or accessibility needs. This includes support for multilingual engagement and both digital and non-digital enrollment options.
- **Customer Experience:** The program should be easy to use and understand, while bringing value directly to the customer. This program should prioritize customer needs through effective communications and support options, provide timely updates to load shed estimates and customer impacts, and offer motivating rewards that are easy to redeem. The customer experience must deliver a clear, intuitive, and customer-centered approach across all stages of engagement, from enrollment through participation and incentive fulfillment.

## 2.2. Target Customer Audience

It is important to CPA to offer an accessible demand response program, which provides a pathway for participation to all customers. As such, the program will be available to both residential and non-residential customers in CPA territory, including the following customer segments:

<b>Segment</b>	<b>Pathway</b>	<b>Status</b>	<b>Description</b>
Residential	Smart Home	Existing	Automated demand response (“ADR”) through connected smart devices.
	Home	Existing	Behavioral demand response (“BDR”), not requiring a smart device.
Non-Residential	Commercial Leaders	Existing	Offer large non-residential customers customized analysis, strategies, plans, and reporting for load reduction during events. This includes ADR and BDR options.
	Small/Medium Business	New	New participation pathway to be established for small- and medium-sized businesses, incorporating both BDR and ADR load reduction methods. CPA is open to approaches and strategies, including those that enable partnerships with providers that have existing customer relationships.

### 2.3. Enrollment Targets

CPA’s goal is to enroll a minimum of three (3) megawatts (“MW”) of added dispatchable capacity by the end of the three (3)- year term. This will be in addition to the existing capacity of over three (3) MW that will remain enrolled. This results in an annual enrollment target for each participation pathway as follows:

<b>Pathway</b>	<b>PY 1</b>	<b>PY 2</b>	<b>PY 3</b>	<b>Total</b>
<b>Smart Home</b> (Devices)	500	500	500	1,500
<b>Home</b> (Accounts)	500	500	500	1,500
<b>Commercial Leaders</b> (Sites)	10-15	10-15	10-15	30-45
<b>Small/Medium Business</b> (Accounts)	50	50	50	150

### 2.4. Program Reach

It is important that the program offers maximum coverage of makes and models of smart connected devices, while also providing participation options for customers to manually adjust their energy usage.

## 3. QUALIFICATIONS AND EXPERIENCE

A qualified Proposer should have the following minimum qualifications and experience:

- Proposer must have demonstrated experience implementing and scaling similar types of mass market demand response programs.
- Proposer must have applicable qualifications and experience in using a distributed energy resource management systems (“DERMS”) to implement a demand response program.
- Proposer must have a proven track record of DERMS implementation within utilities or other similar environments.
- Proposer must have experience in optimizing DERs for load modification and peak reduction
- Proposer must utilize universal DERMS platform to manage enrolled resources, dispatch events, and support multiple technologies and original equipment manufacturers (“OEMs”) and technology partners.
- Proposer must have experience in managing OEMs and technology partners and developing and implementing market driven customer acquisition strategies.
- Proposer must have existing relationships and integrations with OEMs that can be leveraged for automated demand response.
- Proposer must have experience with developing customer-facing platforms and managing customer support, distributing incentives, and program related customer communications.
- Qualification and experience in CAISO’s Demand Response Registration System (“DRRS”) is preferred.

#### **4. SCOPE OF SERVICES**

##### **4.1. Scope of Work**

A detailed description of the Scope of Work for demand response program Services is contained in Attachment A (“Scope of Services”).

##### **4.2. Term of Work**

Services under this RFP are expected to commence on September 4, 2026, and continue until September 3, 2029 (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two additional years (each, a “Renewal Term”).

#### **5. PRICING**

**5.1.** Proposer must (a) describe in detail the compensation structure to meet the Scope of Services specified in **Attachment A**; (b) describe in detail any fees or charges for travel, telephone calls, and any other expenses anticipated to be incurred, which shall be separately billed (NOTE: any compensation for such fees or expenses shall be at-cost, i.e., no margin, or additional fees shall be

charged); and (c) describe in detail any discounts or downward adjustments that are available and the conditions for such discounts. The compensation structure can include (i) fixed price or (ii) hourly rates, in which case the Proposer must specify the rate increments for each professional who will or is anticipated to perform services outlined herein, and a not-to-exceed amount.

**5.2.** Proposer may, at its option, submit one (1) alternative pricing proposal but that proposal must specify any additional amounts proposed and justify in detail the cost breakdown for each individual scope item described in Attachment A, or by another divisible increment. CPA reserves the right, at its sole discretion, to reject or accept any alternative pricing proposal.

**5.3.** Proposer(s) should provide a pricing matrix that follows the format set forth in the table below:

<u>Task</u>	<u>Year 1</u>		<u>Year 2</u>		<u>Year 3</u>		<u>Total</u>
	<u>Fixed Fees</u>	<u>Incremental Costs</u>	<u>Fixed Fees</u>	<u>Incremental Costs</u>	<u>Fixed Fees</u>	<u>Incremental Costs</u>	
<b>Task 1 Total:</b>							
Kick-Off & Implementation Plan							
<b>Task 2 Total:</b>							
Program Launch & Implementation							
<b>Task 3 Total:</b>							
Marketing & Engagement Activities							
<b>Task 4 Total:</b>							
OEM Development & Management							
<b>Task 5 Total:</b>							
Administrative Services & Program Management							
<b>Task 6 Total:</b>							
Program Ramp Down Services							
<b>Task 7 Total (Optional)</b>							
Program Additions & Enhancements							
<b>Total Cost</b>							

## 6. RFP PROCESS

### 6.1. RFP Schedule

The timetable for this RFP is as follows:

Description	Date
Release of RFP	April 3, 2026
Round 1: Deadline for Written Questions	April 16, 2026
Round 1: Responses to Questions Provided	April 23, 2026
Round 2: Deadline for Written Questions	May 4, 2026
Round 2: Responses to Questions Provided	May 11, 2026
<b>RFP Proposals Due</b>	<b>June 2, 2026 (by 4:00 p.m. Pacific Time)</b>
Evaluation of Proposals	June 3 - 26, 2026
Interviews (if needed)	June 29 – July 17, 2026
Notice of Intent to Award Contract Provided	July 20, 2026
Contract Negotiations	July 20 - August 14, 2026
Last Day to Submit Notice of Intent to Protest	August 18, 2026
Last Day to Protest	August 21, 2026
CPA Response to Protest	August 28, 2026
Anticipated Presentation to the Board for Approval and Execution of Contract	September 3, 2026
Anticipated Commencement of Work	September 4, 2026

### 6.2. Proposer Questions and CPA Responses

Questions and Responses Round 1. Potential proposers may submit questions regarding this RFP by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [jnelson@cleanpoweralliance.org](mailto:jnelson@cleanpoweralliance.org). All questions for Round 1 must be received by 4:00pm (Pacific Time) on April 16, 2026. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the Round 1 questions received for this solicitation to CPA's website at: <https://cleanpoweralliance.org/contracting-opportunities/> on April 23, 2026.

Questions and Responses Round 2. Potential proposers may submit questions regarding this RFP by sending an email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [jnelson@cleanpoweralliance.org](mailto:jnelson@cleanpoweralliance.org). All questions for Round 2 must be received by 4:00pm (Pacific Time) on May 4, 2026. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. CPA will post responses to all of the Round 2 questions

received for this solicitation to CPA's website at:  
<https://cleanpoweralliance.org/contracting-opportunities/> on May 11, 2026

If a proposer has questions about the RFP Solicitation process, including any instructions or requirements, the Proposer must raise these questions through this Questions and Response process. Any failure by a Proposer to raise any concern relating to the solicitation process or requirements through this Questions and Responses process, shall be deemed a waiver of the Proposer's right to protest any decision for contract award relating to any aspect of the RFP Solicitation's process, or requirement.

CPA reserves the right to group similar questions when providing answers. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage providers or, due to unclear instructions, may result in CPA not receiving the best possible responses from provider.

**6.3. Proposal Submission Deadline**

A proposal should be submitted by email to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) by 4:00 pm on June 2, 2026. Please include "PROPOSAL FOR DEMAND RESPONSE PROGRAM SERVICES" in the email subject line.

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposer shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals may not be accepted.

**6.4. Proposal Evaluation Criteria**

Proposals will be evaluated in accordance with the following evaluation criteria:

Proposal Evaluation Criteria		
Proposal Evaluation Criteria	Proposal Criteria Weight	Final Score Weight
Proposer's qualifications and experience, including references (see Section 3).	45%	50%*
Proposer's ability to provide the Contemplated Scope of Services identified in <b>Attachment A</b> .	40%	
Proposer's Pricing (see Section 5)	15%	
The Proposal Evaluation Criteria scoring will determine which Proposers are selected for interviews, if interviews are conducted.		
*If CPA conducts interviews; in the event that CPA does not conduct interviews, the Proposal Evaluation Criteria will account for 100% of the final score.		

<b>Interview Evaluation Criteria (If Applicable)</b>		
<b>Interview Evaluation Criteria</b>	<b>Interview Criteria Weight</b>	<b>Final Score Weight</b>
Proposer’s qualifications and experience (see Section 3).	45%	50%*
Proposer’s ability to provide the Contemplated Scope of Services identified in <b>Attachment A</b> .	55%	
*If CPA conducts interviews; in the event that CPA does not conduct interviews, the Proposal Evaluation Criteria will account for 100% of the final score.		

### **6.5. Evaluation Process**

CPA will evaluate the proposals pursuant to the criteria specified in Section 6.4 above. CPA may select one particular Proposer or select a combination of Proposers (with or without interviews); or at CPA’s sole discretion, conduct interviews with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of CPA, to be awarded the contract. Any interview may include discussions about qualifications, experience, ability to provide required offered, conflicts of interests with other clients, or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference, and/or face-to-face interviews, at CPA’s sole discretion. CPA reserves the right, at its sole discretion, to request a ‘best and final offer’ (“BAFO”) after it evaluates the proposals and to re-evaluate or re-score based on the BAFO or interviews (if any).

CPA reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. References will be contacted during any point in the evaluation process.

After a Proposer has been selected, CPA will negotiate a contract for execution. If a satisfactory contract cannot be negotiated, CPA may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by CPA, or cancel all or part the RFP. Proposers are further notified that CPA may disqualify any Proposer with whom CPA cannot satisfactorily negotiate a contract. A contract may be presented to CPA’s Board of Directors for approval.

### **6.6. Protest Process**

Any Proposer who wishes to submit a written protest must notify CPA by no later than August 18, 2026, by no later than 5:00 p.m. (Pacific Time) of its intent to protest the award. The notice of intent to protest must be e-mailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org). Any failure to submit an intent to protest constitutes a waiver of Proposer’s right to submit a written protest.

If a notice of intent to protest has been timely submitted, then a full and complete written protest must be submitted by no later than 9:00 a.m. (Pacific Time) on August 21, 2025, unless this date is further amended through an Addendum. Any written protest must contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The written protest must be e-mailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org).

If CPA's Board of Directors ("Board") is the final approval authority for any contract(s) awarded from this RFP, you may also give a public comment when the item is scheduled before the Board. If you want to give a public comment, please contact CPA's Board Clerk prior to the meeting at [clerk@cleanpoweralliance.org](mailto:clerk@cleanpoweralliance.org).

## **7. PROPOSAL REQUIREMENTS**

### **7.1. Proposals shall include the following components:**

- 7.1.1. Proposer's qualifications and experience with the elements specified in Section 3 (Qualifications and Experience). Proposer must provide qualifications for all team members, including the principal, company official(s), and other personnel who Proposer anticipates will be assigned to work on behalf of CPA. This requirement includes, but is not limited to, Proposer's anticipated subcontractors or teaming partners.
- 7.1.2. Proposer's explanation for how it plans to meet Task and Deliverables specified in Attachment A (which will be attached as the scope of work to the final agreement as Exhibit A). This section must include:
  - 7.1.2.1. A list of the Proposer's planned project team, who will be assigned to work on behalf of CPA, and an explanation for each project team member's role and responsibility.
  - 7.1.2.2. A list of subcontractors, if any, and their respective roles and responsibilities separated by task.
  - 7.1.2.3. Proposer must provide its pricing proposal, including the information required in Section 5, "Pricing," above. Proposer should describe any fixed fees or hourly billing rates, fees, or other compensation that Proposer may seek from CPA for services, inclusive of staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract.
  - 7.1.2.4. If a teaming arrangement is being proposed, teaming partner or subcontractor costs should be broken out separately.

7.1.3. Proposer's completed pricing matrix as set forth in Section 5.3.

7.1.4. Proposer shall provide responses to the following questions related to the tasks referenced in Attachment A:

7.1.4.1. Implementation Questions:

- How will Proposer achieve the Scope of Work outlined in Attachment A?
- What type of platforms or customer interfaces does the Proposer intend to use to support the program?
- What are the Proposer's capabilities related to running a demand response program for residential customers?
- What are the Proposer's capabilities related to running a demand response program for business customers?
- What type of data will be required from CPA to deliver the program as designed?

7.1.4.2. Recruitment & Enrollment Questions:

- What is the Proposer's approach to recruiting 3,000 residential customers, thirty (30) to forty-five (45) large commercial customers, and 150 small or medium business customers over the three (3) year term? How do the approaches differ by customer segment?
- How will the Proposer establish an application programming interface ("API") connection to verify enrollment requests as CPA customers?
- What kind of personal information will be obtained from customers during their participation in the program and how will Proposer protect this data?
- What is the Proposer's approach to onboarding customers and processing incentives?

7.1.4.3. Marketing & Engagement Questions:

- How will Proposer provide a customer-centered experience?
- How will Proposer track the customer journey through enrollment and participation of the program?
- What type of direct marketing will be provided by OEMs?
- What is the Proposer's approach to customer engagement and why?
- How will Proposer communicate program updates and announcements to the participants?
- What type of customer support will be offered to customers?
- What languages are the marketing, outreach, and support tactics available in?

7.1.4.4. Reporting Questions:

- What type of reporting does the Proposer support? And what data will be available to CPA?
- What type of reporting or dashboards will be available for the customer journey?
- What tools will the Proposer use to track and report customer interactions?

7.1.5. Proposer's completed Prospective Contractor References Form. See **Attachment B**.

7.1.6. Any required changes to CPA's Pro Forma Contract or Data Protection Requirements. See **Attachments C and D**.

7.1.7. Any required changes to the existing commercial and residential terms and conditions of the Power Response Program. See **Attachments F and G**.

7.1.8. Proposer's completed Campaign Contribution Form. See **Attachment E**.

## **8. RESERVATION OF RIGHTS**

This RFP is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. CPA may, at its sole discretion, accept or reject any or all proposals submitted in response to this RFP. CPA also may, in its sole discretion, make no award for this RFP or cancel this RFP in its entirety. In addition, CPA may, at its sole discretion, only elect to proceed with contract negotiations for some of the services included in the proposal. CPA further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers.

CPA shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. CPA reserves the right to waive inconsequential disparities in a submitted proposal. CPA has the right to amend the RFP, in whole or in part, by written addendum, at any time. CPA is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which CPA records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of CPA. CPA may issue an addendum, at any time, and based on its sole discretion. CPA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. CPA has the right to reissue the RFP at a future date.

## **9. CONFIDENTIALITY AND PUBLIC RECORDS**

Responses to this RFP shall become the exclusive property of CPA. CPA is subject to the California Public Records Act ("CPRA"). Any responses submitted in response to this RFP will become a matter of public record when contract negotiations are complete and when an agreement is executed by CPA. Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret", "Confidential", or "Proprietary" in submitting its proposal to CPA. CPA retains and therefore, reserves the right to determine whether the marked areas or documents are subject to an exemption within the CPRA and may, at its sole discretion, disclose records without redaction. **CPA shall not, in any way, be liable for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.**

**In the event CPA receives a CPRA request for any documents, information, books, workpapers, contents and/or other submitted marked as "Confidential", "Trade Secrets", or "Proprietary" and CPA is required to release Confidential Information, it shall notify the Proposer of the required disclosure, such that the Proposer may attempt (if it so chooses), at its sole cost, to cause the recipient of the Confidential Information to treat such information in a confidential manner, and/or to prevent such information from being disclosed or otherwise becoming part of the public domain. By submitting a proposal, Proposer agrees to defend, hold harmless, and indemnify CPA, its directors, officers, employees, and agents from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection a Proposer's actions to treat its information in a confidential manner.**

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Proposer who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

CPA does not intend to disclose any part of any proposal before it completes its contract negotiations with the recommended Proposer, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation or contract negotiation process.

## **10. CONFLICTS OF INTEREST**

CPA is governed by the Political Reform Act, Government Code Section 1090, Government Code Section 84308, and other requirements governing conflicts, campaign contributions, and gifts. Proposers are required to review all applicable conflict of interest laws. In addition, CPA has adopted policies governing bidder conduct. Proposers are advised to review all policies, including the Vendor Communication Policy

available here: <https://cleanpoweralliance.org/public-documents/administrative-documents/>.

You may not contact or receive information outside of this RFP process. If it is discovered that the Proposer contacted and received information from anyone other than the email address specified above and under the process specified herein regarding this solicitation, CPA may, in its sole discretion, disqualify your proposal from further consideration.

All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to [contracting@cleanpoweralliance.org](mailto:contracting@cleanpoweralliance.org) with a copy to [jnelson@cleanpoweralliance.org](mailto:jnelson@cleanpoweralliance.org).

## **ATTACHMENTS**

**Attachment A** – Scope of Services

**Attachment B** – Prospective Contractor References

**Attachment C** – CPA Sample Contract

**Attachment D** – Data Protection Requirements

**Attachment E** – Campaign Contribution Form (Government Code 84308)

**Attachment F** – Existing Program Residential Terms

**Attachment G** - Existing Program Commercial Terms

**ATTACHMENT A**  
**SCOPE OF SERVICES**

The principal responsibility of the selected Proposer(s) is to provide a demand response program for residential and business customers that includes, but is not limited to, a distributed energy resource management system (“DERMS”), a customer interface, end-to-end customer experience, incentive payments, and program reporting dashboards as outlined within the tasks below.

Proposers are encouraged to suggest enhancements to the current Power Response program and tasks set forth below. CPA is interested in understanding how a Proposer's experience and innovative approach can support the success and growth of CPA's Power Response program.

**Task #1: Kick-Off and Implementation Plan**

The selected Proposer(s) shall participate in a program kick-off meeting. Following the kick-off meeting, configure the demand response program structure and platform based on CPA's project goals and other requirements identified by the CPA project team.

1. Kick-off and program launch.
  - 1.1. Participate in a program kick-off meeting with CPA to prepare for the implementation of the Services.
  - 1.2. The kick-off meeting will review the scope of work, program objectives, program design, data sharing and associated technical requirements, customer validation process, incentive structure proposal, budget, ramp up/launch schedule, administrative processes, and reporting.
  - 1.3. During kick-off, work with CPA to finalize program design and incentive structure.
  - 1.4. Work with CPA to create a list of metrics and key performance indicators (“KPIs”) to be tracked.
2. Implementation plan.
  - 2.1. Develop an implementation plan (the “Implementation Plan”), under the guidance of CPA, to enroll a minimum of three (3) megawatts (“MW”) of added dispatchable capacity by the end of the three (3) year term. This will be in addition to the existing capacity of over three (3) MW that will remain enrolled. This results in an annual enrollment target for each participation pathway as follows:

<b>Pathway</b>	<b>PY 1</b>	<b>PY 2</b>	<b>PY 3</b>	<b>Total</b>
<b>Smart Home</b> (Devices)	500	500	500	1,500
<b>Home</b> (Accounts)	500	500	500	1,500
<b>Commercial Leaders</b> (Sites)	10-15	10-15	10-15	30-45
<b>Small/Medium Business</b> (Accounts)	50	50	50	150

2.2. The Implementation Plan should consider the following program objectives, at a minimum:

2.2.1. Load flexibility. The program will support emergency responses to energy price and grid strain, while reducing procurement costs through avoidance of high energy price purchases. It is expected that the program will operate as a year-round event-based demand response program, targeting the highest priced days of the year to reduce overall costs and support grid operations. The program will be non-market integrated, realizing value from resources through effective load management. CPA is interested in participating in the California System Operator (“CAISO”) markets upon reaching an efficient scale for participation. While CAISO integration is not a component of the current scope, CPA is seeking Proposers with expertise in this area should it choose to pursue this expansion in the future.

2.2.2. Customer affordability. Provide a program to customers to help them better manage their energy bills and obtain cost savings. The program will deliver this through incentives and transparency of load shed results.

2.2.3. Accessibility. Offer multiple participation pathways, delivering an accessible program that is available to all CPA customers. The program must be designed to ensure equitable access for all CPA customers, regardless of language preference, digital literacy, or accessibility needs. This includes support for multilingual engagement and both digital and non-digital enrollment options.

2.2.4. Customer experience. Provide a program that is easy to use and understand, while bringing value directly to the customer. This program should prioritize customer needs through effective communications and support options, provide timely updates to load shed estimates and customer impacts, and offer motivating rewards that are easy to redeem. The customer experience must deliver a clear, intuitive, and customer-centered approach across all stages of engagement, from enrollment through participation and incentive fulfillment.

2.3. The Implementation Plan should incorporate plans to provide a demand response program to the following customer segments:

<b>Segment</b>	<b>Pathway</b>	<b>Status</b>	<b>Description</b>
Residential	Smart Home	Existing	Automated demand response (“ADR”) through smart connected devices.
	Home	Existing	Behavioral demand response (“BDR”), not requiring a smart device.

Non-Residential	Commercial Leaders	Existing	Offering large non-residential customers customized analysis, strategies, plans, and reporting for load reduction during events. This includes ADR and BDR options.
	Small/Medium Business	New	New participation pathway to be established for small and medium businesses, incorporating both BDR and ADR load reduction methods. CPA is open to approaches and strategies, including those that enable partnerships with providers that have existing customer relationships.

2.4. The Implementation Plan shall include a comprehensive program design and a roadmap to enroll at least three (3) MW of additional dispatchable capacity by the end of the contract term. CPA is open to implementation approaches to meet that target, but the Implementation Plan must, at a minimum, include:

2.4.1. Program offering. Detailed description of all demand response offerings to residential and non-residential customers, including customer eligibility for each participation pathway.

2.4.2. Load shifting approach and parameters. Load shifting is to be designed with the goal of avoiding energy purchases during high-cost times and reducing load on the grid during high demand. The approach will include strategies for a year-round program, providing approaches for both summer and non-summer months.

2.4.3. Incentive structure. Detailed description of the enrollment incentive and participation incentive offered to participants. Participation incentives must include performance eligibility parameters. The incentive amounts should be reflective of the type of load shed expected from the device or location. CPA is open to recommendations from Proposers based on best practices, but proposes the following for the purposes of proposal response:

Pathway	Sign-Up	Participation
Smart Home: Thermostats	\$85	\$2/kWh
Smart Home: Batteries	\$400	\$2/kWh
Home: BDR	\$20	\$2/kWh
Commercial Leaders	\$200	\$2/kWh
Small/Medium Businesses	\$50	\$2/kWh

- 2.4.4. Supporting platforms. Description of the DERMS platform and customer interface planned for the program, including security requirements as described in Task #5, Section 7.
  - 2.4.5. Recruitment. Overall approach to meeting enrollment targets as described in Task #1, Section 2.1.
  - 2.4.6. Original equipment manufacturer (“OEM”) network. List of existing partnerships with smart thermostat, home battery, and other device manufacturers.
  - 2.4.7. OEM network expansion. Address plans to expand OEM partnerships.
  - 2.4.8. OEM management. Overall approach to managing OEM direct relationships and connections, including transitioning currently enrolled devices to the DERMS platform.
  - 2.4.9. Onboarding. Approach to onboarding customers, processing program application requests, validating customer eligibility, and notifying customers of their enrollment status.
  - 2.4.10. Customer verification. Address plans to incorporate verification of CPA customer status through CPA’s application programming interface (“API”) process, further defined in Task #5, Section 8.
  - 2.4.11. Terms and conditions. Approach to documenting and tracking customer agreement to required program terms and conditions, or other agreements. This includes collection of digital signatures, scrollwrap acceptance process, tracking of version documents, and an approach to notifying active participants of any updates to documents.
  - 2.4.12. Marketing and engagement: Approach to engaging new customers and with customers already enrolled in the program, as described in Task #3.
  - 2.4.13. Customer support. Approach to supporting customers, as described in Task #3, Section 6.
  - 2.4.14. Rewards processing. Description of plans to process, verify, and issue customer incentives.
  - 2.4.15. Reporting. Provide mock-up of dashboards and reporting, as described in Task #5.
  - 2.4.16. Data. Define how data will be stored and reported.
  - 2.4.17. Budget. Detailed budget and anticipated monthly spend.
  - 2.4.18. Ramp down. Define options for customer portability, transfer of data, and destruction of data at the end of the contract term.
3. Customer journey documentation.
    - 3.1. Provide a detailed, step-by-step description of the customer enrollment process from initial outreach through active participation in the program. The outline should include all customer touchpoints and required actions, including how customers access enrollment, agree to program terms, receive confirmations, and are onboarded into the program.

- 3.2. Documentation must identify all digital and non-digital enrollment pathways, language support at each stage and any integration points and opportunities with CPA's website.
- 3.3. A visual workflow process map is to be included to illustrate the end-to-end journey, highlight CPA's branding, and document where there is flexibility in the copy or design of the platform or communication templates.
4. Outreach plan.
  - 4.1. Develop a detailed outreach plan describing their approach to engaging and coordinating with OEMs and technology partners to support program enrollment, customer communications and ongoing participation. The outreach plan will include:
    - 4.1.1. How the Proposer will establish and maintain working relationships with OEMs to align program messaging, technical integration, and customer-facing materials with CPA's approval.
    - 4.1.2. How OEM partnerships will be leveraged to expand program reach, improve enrollment pathways, and enhance the overall participants experience while maintaining data privacy, and accessibility.
5. Existing customer transition plan.
  - 5.1. Develop a transition plan for seamlessly transferring currently enrolled customers to the Proposer's platform.
  - 5.2. CPA to provide Proposer with a list of current participants that will remain enrolled in the program.
  - 5.3. The transition plan must include, at a minimum:
    - 5.3.1. Coordination needs. Plans for coordinating with existing implementers and OEMs to process the transfer of information. This includes, but is not limited to, registered devices such as smart thermostats (Google Nest, ecobee, Sensi) and home batteries (SolarEdge).
    - 5.3.2. Communications. Well-defined plan for communications to customers, ensuring a seamless experience for all participants. The plan will include communications to customers regarding updates to the program implementer, customer interface, program structure, incentive redemption, terms and conditions, and other changes to be determined.
    - 5.3.3. Technical considerations. Detailed outline of all actions needed to move customers and registered devices into new systems and establish connections with OEMs. This includes migrating current participants and their applicable registered device into the DERMS platform, as well as seamlessly transitioning participants into the customer interface to manage their participation.
    - 5.3.4. Operational considerations. Well-defined plans for operational needs that result from the acquisition of the current Power Response Program, including updates to the program's webpage, factsheets, frequently asked questions ("FAQs"), terms and conditions, collection of customer

approvals to terms and conditions (new and existing), and any other materials.

Task #1 Anticipated Deliverables:

1. One (1) program kick-off meeting with CPA staff.
2. Updated scope of work, if applicable.
3. Ramp-up and launch schedule.
4. List of KPIs and metrics to be tracked.
5. Implementation Plan.
6. Customer journey documentation.
7. Outreach plan.
8. Existing customer transition plan.

Timeline for Task #1:

1. Kick-off and launch schedule within fourteen (14) days of contract execution.
2. Implementation Plan outline within thirty (30) days of contract execution.
3. Final Implementation Plan within (15) days of CPA's approval of the Implementation Plan outline.
4. Existing customer transition plan outline within thirty (30) days of contract execution.
5. Final existing customer transition plan within (15) days of CPA's approval of the existing customer transition plan outline.
6. Customer journey documentation within sixty (60) days of contract execution.
7. Outreach plan within sixty (60) days of contract execution.

**Task #2: Program Launch and Implementation**

The goal of this Task is to transition and relaunch the Power Response program by a "go live" date to be mutually agreed upon in writing with CPA. Upon launch, provide a DERMS platform, implement a load shifting strategy, launch a CPA-branded customer interface, transition existing participants to new systems, obtain authorizations from customers, and execute the tasks described in the Implementation Plan. Execute the Implementation Plan and manage all aspects of program implementation under the direction and oversight of CPA staff.

The selected Proposer is expected to closely monitor the successes and challenges of implementation of the Power Response program, and raise any issues or concerns with CPA.

Please note that the requirements described in this Task are proposed and CPA is open to recommendations from Proposers based on best practices.

1. Implementation Plan execution. Execute the Implementation Plan and manage all aspects of program implementation under the direction and oversight of CPA staff. These aspects shall include, but are not limited to:
  - 1.1. Launch of the Implementation Plan, as outlined in Task #1.
  - 1.2. Launch of the existing customer transition plan, as outlined in Task #1.
  - 1.3. Provide CPA staff necessary access and training on the platforms, customer interface, customer experience, and reporting dashboards.
  - 1.4. Ongoing program management to support the program and conduct operations of the program, including, at a minimum:
    - 1.4.1. Oversight of customer journey, including customer authorization, customer verification, enrollment process, and active participation.
    - 1.4.2. Management of a customer interface, including ongoing oversight of platform and app, configuration, testing, and implementation of improvements.
    - 1.4.3. Management of customer incentive payment distribution, including timely issuance of payment, quality assurance and control, and responding to customer inquiries or issues.
    - 1.4.4. Tracking and documentation of customer acceptance of terms or program agreements.
    - 1.4.5. Effective management of load shifting strategy, dispatching per the strategy defined by CPA, and effectively communicating event information to all participants.
    - 1.4.6. Management of customer communications, providing participants with timely, transparent, and clear information regarding anticipated load shed events, estimated individual and program-level impact, and any required customer actions.
    - 1.4.7. Oversight and management of customer support, including response time, and quality assurance measures to ensure a consistently high-quality customer experience.
    - 1.4.8. Ongoing project oversight, reporting on the timely and on-budget delivery of the program.
    - 1.4.9. Clear and prompt communication of issues, troubleshooting such problems, and providing resolution to CPA.
  - 1.5. Creation of templates needed for program launch and operation, including but not limited to:
    - 1.5.1. Customer communications templates.
    - 1.5.2. Customer report templates, such as load reduction analysis for Commercial Leaders and where otherwise applicable.
    - 1.5.3. Terms and conditions, participation agreements, and/or any other required documents necessary to enable customer enrollment in all participation pathways.
    - 1.5.4. Reports, dashboards, and data sets, outlined in Task #5.

2. DERMS platform. Provide a DERMS platform to dispatch enrolled capacity, that will be capable of the following:
  - 2.1. Managing a diverse array of distributed energy resources (“DERs”), including, but not limited to, the following existing portfolio of resources:
    - 2.1.1. Google Nest smart thermostats.
    - 2.1.2. ecobee smart thermostats.
    - 2.1.3. Sensi smart thermostats.
    - 2.1.4. SolarEdge home batteries.
  - 2.2. Identify and support additional DERs and continue to seek new partnerships to expand available resources.
  - 2.3. Offering daily load shifting and event-based event responses, allowing for flexibility in the load shifting approach and aligning with CPA strategy.
  - 2.4. Ability to incorporate CAISO market pricing into the load shifting strategy, in order to call events on forecasted high cost or high load days.
  - 2.5. Optimizing whole home level load through smart connected devices, and through alternative strategies including behavioral demand response.
  - 2.6. Maintaining flexibility to integrate with high volumes of customers, new customer segments, and emerging technologies.
  - 2.7. Support multifactor authentication (“MFA”) and Microsoft single sign on for all CPA administrator level users.
  - 2.8. Support various communication protocols and data sources, such as APIs, and adhere to CPA’s Privacy Policy and the requirements of California Public Utilities Commission Decision D.12-08-045.
3. Load management, monitoring and reporting. Perform the following functions in order to effectively manage CPA’s DER portfolio:
  - 3.1. Execute approved dispatch strategies for CPA’s DER portfolio.
  - 3.2. Regularly review dispatch strategies, provide guidance and recommend adjustments to maximize the value of CPA’s resource portfolio.
  - 3.3. Monitor CAISO pricing to forecast high price days and integrate market pricing into the dispatching strategy as requested by CPA.
  - 3.4. Confirm assets are not participating in multiple markets, utilizing the CAISO Demand Response Registration System (“DRRS”) process, or other CPA approved process, and manage notification to customers of program rejection due to dual enrollment.
  - 3.5. Provide baseline reporting and performance calculations for resources at a meter and account level, utilizing the meter and/or customer data provided by CPA.
  - 3.6. Prepare and provide regular event summaries and monthly reports on performance of DERs. Reports should include graphical representation of key metrics and underlying data, including load shed.
4. Customer Interface. Provide a CPA-branded customer interface for enrolled customers. The customer interface is required to provide the following:
  - 4.1. Platform that can be customized with CPA branding.

- 4.2. Available as a mobile app for IOS and Android and/or customer interface through a mobile enabled desktop website.
- 4.3. Accessible non-digital enrollment pathways must be offered, such as phone-based or assisted enrollment for customers with limited digital familiarity.
- 4.4. Customer interface is to be available in multiple languages, at a minimum in English, Spanish and Chinese.
- 4.5. Customer interface will include an onboarding process that collects necessary information for customer verification, including:
  - 4.5.1. Account holder's last name.
  - 4.5.2. Service zip code.
  - 4.5.3. Customer SCE account number.
- 4.6. Platform will have the ability for customers to opt-out of events or override settings.
- 4.7. Platform will include the ability to issue customer incentives, allowing participants to redeem their customer incentives.
- 4.8. Customer performance metrics and program information will be available to the user on the platform, including:
  - 4.8.1. Duration of enrollment.
  - 4.8.2. Communication preferences, including at a minimum:
    - 4.8.2.1. Email or text.
    - 4.8.2.2. Language preference.
  - 4.8.3. Devices enrolled.
  - 4.8.4. Load shed performance, cumulative and per event.
  - 4.8.5. Incentives received.
  - 4.8.6. Other program information and metrics to be determined.
- 4.9. Platform will be capable of issuing general, automatic, and custom notifications to customers through text, in-app notifications, email, or other methods. Such events requiring notification include, but are not limited to:
  - 4.9.1. Enrollment funnel actions.
  - 4.9.2. Event tracking and notification.
  - 4.9.3. Rewards tracking and notification.
  - 4.9.4. Updates available to customer reporting.
  - 4.9.5. Other notifications to be determined.
- 4.10. Analytics tools and solutions will be available to track key metrics throughout the customer journey, as detailed in Task #3, Section 7.
- 4.11. Customer support, as further detailed in Task #3, Section 6, will be available via email or phone to troubleshoot customer issues, questions, and complaints.
- 4.12. Allow CPA to request updates to the platform's copy and content and make agreed upon changes in a timely manner. Offer a platform and configuration that can serve as a flexible solution that can adapt to evolving program needs.

Task #2 Anticipated Deliverables:

1. Execution of all tasks as outlined in the Implementation Plan.
2. Establish a DERMS platform to dispatch enrolled capacity during events.
3. Monthly portfolio reporting, including event summaries, baseline reporting, and reports on performance of DERs.
4. Establish a customer interface for enrolled customers.

Timeline for Task #2:

1. Execution of Implementation Plan within 120 days of contract execution.
2. DERMS platform within 120 days of contract execution.
3. DER portfolio performance reporting shall be ongoing over the duration of the program.
4. Customer interface within 120 days of contract execution.

### **Task #3: Marketing and Engagement Activities**

The selected Proposer(s) will complete the following marketing activities in preparation for program launch and/or in support of the program operation.

1. Marketing check-ins.
  - 1.1. Coordinate and hold regular, but no less than twice monthly, marketing specific check-ins with CPA team to review marketing strategy and make recommendations for optimizations. Meetings topics to include:
    - 1.1.1. Marketing metrics and analytics results from platform and customer journey.
    - 1.1.2. Reporting and scheduling of OEM email marketing or app push notifications and activities for optimal impact
    - 1.1.3. Reporting customer interactions from call center, email or other communications.
2. CPA marketing support.
  - 2.1. All direct marketing outreach to CPA's customers for the purpose of enrollment recruitment will be managed and issued by CPA, unless agreed upon and directed by CPA, with the exception of the services contemplated in Task #3, Section 5 below.
  - 2.2. Support CPA in recruitment by providing educational messaging copy, providing feedback on materials, and supplying graphics as needed to support engagement efforts to CPA's customer list.
  - 2.3. Support CPA in ongoing marketing strategy by providing any relevant customer or participant behavioral/demographic trends from the program enrollment and participation experience.
3. Customer experience.
  - 3.1. Provide a CPA-branded and customer-centered experience in multiple languages, as defined in Task #2 Section 4, that clearly and consistently

- centers the CPA brand at every step of the customer journey to minimize customer confusion and reinforce trust.
- 3.2. Offer full visibility into the enrollment and participation journey with the ability to track customer behavior at each step of the customer experience, including enrollment engagement, drop-off, event participation, energy performance usage, and opt-out actions, across both digital and non-digital channels.
  - 3.3. Partner with CPA to ensure enrollment success by outlining best practices, innovative approaches, and strategic, actionable insights to enhance marketing efforts.
4. Participant engagement.
    - 4.1. Manage communications related to program operations to all participants within the program pathways offered. Communications include, but are not limited to, customer enrollment status, enrollment confirmation, disenrollment confirmation, energy savings event notification, event performance results, incentives, special offers, and other messaging as needed to ensure a transparent and optimal customer experience.
    - 4.2. Collaborate with CPA to develop messaging aimed at optimizing user experience and improving engagement. Both parties will participate in reviews to ensure alignment and effectiveness, with final approval from CPA on messaging to participants.
    - 4.3. Develop and issue surveys to participants to evaluate the customer experience and satisfaction with the program. Surveys will be issued after specific customer engagement steps, to be determined by CPA. The selected Proposer(s) will be responsible for evaluating and reporting survey responses.
    - 4.4. Provide CPA with final copies of all communications and notify CPA of any changes needed to such communications. Such templates will be saved on a secured shared drive, to be approved by CPA, along with document approval dates to establish version tracking.
  5. Leverage relationships.
    - 5.1. Collaborate with and leverage OEM marketing activities whenever possible to enroll new participants. OEMs will directly contact their customers, where possible, sharing necessary information about program participants and marketing performance with CPA and the selected Proposer(s).
    - 5.2. Leverage OEM relationships where possible, such as through co-branding opportunities, collaborative campaigns, joint promotions, and shared marketing assets that can amplify our reach and impact.
    - 5.3. Ensure that all marketing and communication materials produced by the OEM are compliant and approved by CPA.
    - 5.4. Facilitate asset reviews between OEM's and CPA to ensure cohesive creative and copy.
  6. Customer support.

- 6.1. Provide customer support during onboarding and throughout the program, including troubleshooting any issues or questions that customers may have while enrolling or participating in the program. This includes inbound calls and emails.
- 6.2. Log all interactions with customers and provide reports to CPA monthly, in a format to be approved by CPA and as further defined in Task #5, Section 4.
- 6.3. Respond to all customer inquiries within one (1) business day.
- 6.4. Proposer will work to resolve all issues and notify CPA of escalated and unresolved customer complaints.
- 6.5. Customer support will be available across a spectrum of mediums such as in-app, email, and phone and in multiple languages (English, Spanish and Chinese).
- 6.6. Develop a call center guide and script, to be mutually agreed upon by both parties in writing.
7. Customer performance reports.
  - 7.1. Develop reporting to educate the customer about their performance in the program, such as energy reduction from events, and support ongoing engagement with the customer. The final version of such reporting will be mutually agreed upon by both parties in writing.
  - 7.2. Performance reports will be issued to the customer at a frequency to be determined by CPA, which shall be at least once per month.
8. Asset review and other requirements.
  - 8.1. All platforms, webpages, and outreach materials must be made available in multiple languages (English, Spanish and Chinese).
  - 8.2. CPA will review and approve all final messaging to participants prior to distribution.

Task #3 Anticipated Deliverables:

1. Participation in marketing check-ins.
2. Development of program documents, communications, tools, customer support materials, and other resources as outlined.
3. Development and management of OEM marketing activities.
4. Implementation of a customer support program feature, including a call center guide and customer support interaction log.
5. Monthly customer performance reports.

Timeline for Task #3:

1. Implementation of marketing and engagement activities within 120 days of contract execution.

**Task #4: OEM Development and Management**

The selected Proposer(s) shall develop a participating network of OEM integrations on CPA's behalf to acquire potential customers with smart devices capable of automated demand response into the program.

1. OEM management.
  - 1.1. Provide a list of current OEM partnerships and the devices eligible for participants of the program.
  - 1.2. Establish a plan and roadmap for the timeline and projected costs to integrate current OEM partners into the program.
  - 1.3. Eligible devices will be integrated into the program with quality connections, and those connections will be maintained.
  - 1.4. Act as the point of contact and manage all relationships with OEMs.
2. OEM relationship development.
  - 2.1. Provide a plan for expanding OEM partnerships and device connections into the program, including suggesting new technologies and products types to expand the reach of the program.

Task #4 Anticipated Deliverables:

1. Delivery of OEM integration plan and roadmap.
2. Establishment of OEM connections.
3. Delivery of OEM relationship development plan.

Timeline for Task #4:

1. OEM integration plan and roadmap within sixty (60) days of contract execution.
2. Establishment of OEM connections within 120 days of contract execution.
3. OEM relationship development plan within 120 days of contract execution.

**Task #5: Administrative Services and Program Management**

The selected Proposer(s) will hold bi-weekly check-ins to address program needs and update CPA on progress. Provide reports that include metrics as described here and as outlined in other Tasks. Provide bi-annual reports on program status and a final report on outcomes resulting for the demand response program. Highlight customer questions or trends that can impact the evolution of the program or improve program performance in bi-weekly, monthly, and annual reports.

1. Bi-weekly progress meetings.
  - 1.1. Set up check-in meetings on a recurring schedule throughout the period of performance.
  - 1.2. Work with CPA to determine the agenda of bi-weekly check-in calls at minimum one (1) day prior to the meeting.

- 1.3. Issue meeting minutes within one (1) business day of the meeting, which will summarize the discussion, actions items, and any decisions made during the meeting.
- 1.4. Meetings will focus on progress updates; reviewing deliverables; and determining expected milestones for the next meeting, including the following status updates:
- 1.5. Status summary, including project progress, timelines for deliverables, challenges encountered, recommendations for improvement, recommendations for new opportunities, and future short-term and long-term objectives.
- 1.6. Enrollment summary, which includes total enrollments, new enrollments, pending enrollments, unsuccessful enrollments, and customers who have opted out of the program.
- 1.7. Participation summary, reporting on the frequency of participation amongst participants in the program. This may include the number of times a participant opted out of participating.
- 1.8. Outstanding items, including any action items, descriptions, and next steps to resolve.
2. Customer enrollment status reporting.
  - 2.1. Provide CPA with a detailed report of customer enrollment status each week. The report will be provided through a secured shared system. Protected customer information will not be sent via email. This report will contain the following, at a minimum:
  - 2.2. Customer information. Customer name, account number, address, email address, phone number, California Alternate Rates for Energy (“CARE”) status, Family Electric Rate Assistance (“FERA”) status, and language preference. Confidential customer information shall be replaced by a unique identifier.
  - 2.3. Program and device details. Participation pathway, device type, OEM, number of enrolled devices, and estimated load shed value.
  - 2.4. Enrollment status. Participation status (e.g. enrolled, disenrolled, rejected, pending), date of enrollment, date of unenrollment, date rejected, and description of reasons for disenrollment and rejected customers.
3. Customer journey metrics.
  - 3.1. Deliver weekly reports and insights to inform ongoing strategy and optimize marketing efforts at each touchpoint in the customer journey.
  - 3.2. Detailed analytics throughout the customer journey will be included in reports, including the following key performance indicators:
    - 3.2.1. New and return visitors.
    - 3.2.2. Duration on site.
    - 3.2.3. Engagement rate.
    - 3.2.4. Drop-off rate.
    - 3.2.5. Conversion rates.

4. Communications reporting.
  - 4.1. Provide a summary of customer support metrics each month, including a detailed list of the customer inquiries, tracking of common issues faced by customers, and any inquiries that required escalation.
5. Invoicing.
  - 5.1. Invoice CPA monthly and provide supporting reports, such as incentives issued per customer. Reporting will include, at a minimum:
    - 5.1.1. Customer information.
    - 5.1.2. Participation pathway.
    - 5.1.3. Date of incentive.
    - 5.1.4. Type of incentive.
    - 5.1.5. Device type and OEM.
    - 5.1.6. Incentive amount.
6. Semi-annual status report.
  - 6.1. Provide a high-level report twice per year to review progress that includes an executive summary, major accomplishments to date, lessons learned and recommendations for future work, summary of key metrics, and financial summary comparing actual expenditures to the project budget:
    - 6.1.1. Reports will be submitted to CPA for approval before being finalized.

The semi-annual report should include KPIs developed as part of Task #1, Section 1 and additional indicators as determined with CPA.
    - 6.1.2. Semi-annual progress reports will evaluate program performance and suggest methods for reaching and enrolling more customers.
7. Data sharing.
  - 7.1. Establish secure data transfer mechanism to provide CPA with all customer data and reporting. CPA's preferred data transfer solution is secure file transfer protocol ("SFTP"), Amazon Web Services ("AWS") S3 bucket sharing, or API. Such technical requirements are to be mutually agreed upon by both parties in writing.
  - 7.2. All data shared by CPA must adhere to CPA's Privacy Policy and the requirements of California Public Utilities Commission Decision D.12-08-045.
8. Customer verification API.
  - 8.1. Establish API connection, per CPA requirement, to verify enrollment requests as CPA customers.
  - 8.2. The API should be integrated into the enrollment process to provide real-time verification.
  - 8.3. Utilize API to check customer status on a frequent and recurring basis, to identify closed accounts and disenroll participants.
  - 8.4. Work with CPA to confirm customer rejections are accurate. In the case a customer is later verified, establish a process to re-enroll the customer.

Task #5 Anticipated Deliverables:

1. Bi-weekly progress meetings and summary reporting.

2. Weekly customer status report.
3. Weekly customer journey metrics.
4. Monthly communications report.
5. Monthly invoicing reports.
6. Bi-annual status reports.
7. Customer verification API connection and implementation.

Timeline for Task #5:

1. Implementation of customer verification API connection within 120 days of contract execution.
2. Program administration and reporting shall be ongoing over the duration of the program.

**Task #6: Program Ramp Down Services**

Prior to the expiration or termination of the contract and continuing until such time as the transition services are complete, perform the following transition services:

1. Transition services.
  - 1.1. Develop and deliver a transition plan ninety (90) days prior to expiration of termination of the contract.
  - 1.2. Transfer all CPA data and program materials in a form usable by CPA or the new implementation provider.
  - 1.3. If needed, release all registered CPA customers for transition to new implementation provider.
  - 1.4. Support transition, as may be reasonably directed by CPA, to new implementation provider, if applicable.
  - 1.5. Cooperate in a commercially reasonable manner with all parties involved in transition.
  - 1.6. CPA shall not be responsible for the removal of any installed equipment.
2. Final report.
  - 2.1. Provide a final report at the close of the program term for public distribution, subject to review and approval by CPA. The final table of contents will be determined and approved by CPA, but will include at a minimum:
    - 2.1.1. Executive summary.
    - 2.1.2. Challenges encountered.
    - 2.1.3. Lessons learned.
    - 2.1.4. Best practices of demand response programs.
    - 2.1.5. Summary of total program cost.
    - 2.1.6. Impact and key performance indicators utilized in annual reports.

Task #6 Anticipated Deliverables:

1. Complete transition services as set forth above.

2. Final report to assess the results of the program.

Timeline for Task #6:

1. Transition services to begin ninety (90) days prior to the expiration or termination of the contract and continuing until such time as the transition services are complete, provided that all transition services must be complete prior to the expiration of the term of the contract.
2. Final report to be delivered no later than thirty (30) days prior to the end of the contract term.

**Task #7 Program Additions and Enhancements (Optional)**

Proposers are encouraged to suggest enhancements to the program and tasks CPA is interested in understanding how Proposer's experience and innovative approach can support the success of CPA's Power Response program to drive additional participation and/or improve the customer experience. Pricing for any optional additions and enhancements should be broken out separately in the pricing matrix set forth in Section 5.5 of the RFP.

**ATTACHMENT B**  
**PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: \_\_\_\_\_

List three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of</b>	<b>Contact</b>	<b>Telephone #</b> (    )	<b>Email</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>2. Name of Firm</b>	<b>Address of</b>	<b>Contact</b>	<b>Telephone #</b> (    )	<b>Email</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
<b>3. Name of Firm</b>	<b>Address of</b>	<b>Contact</b>	<b>Telephone #</b> (    )	<b>Email</b>
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**ATTACHMENT C**  
**SAMPLE CONTRACT**

Attached is a sample CPA Agreement that will be negotiated between the CPA and the selected Proposer. Additional terms and conditions will be incorporated dependent on circumstances, including scope of services, the space selected, any tenant improvement or allowance, and other factors.

**Clean Power Alliance of Southern California**

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This Professional Services Agreement (this "Agreement"), dated and effective as of [DATE] (the "Effective Date"), is made by and between:

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA** ("CPA"), and  
**[Legal Name of Contractor]**. ("Contractor").

CPA and Contractor are sometimes collectively referred to herein as the "Parties" and each individually as a "Party." In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

**RECITALS**

**WHEREAS**, CPA may contract with a provider for DEMAND RESPONSE PROGRAM services;

**WHEREAS**, CPA conducted a Request for Proposals ("RFP") and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

**WHEREAS**, Contractor desires to provide these specified services to CPA;

**WHEREAS**, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to CPA;

**NOW, THEREFORE**, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

**AGREEMENT**

**1. Definitions**

- a. "Artificial Intelligence" means any system or tool that autonomously processes data and/or generates predictions, algorithms, code, recommendations, decisions, textual materials, audiovisual material, or other expressive material, with minimal human intervention, and where the system's behavior may evolve based on new inputs.

- b. The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.
- c. “CPA Data” shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.
- d. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- e. “CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.
- f. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- g. “Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

## **2. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Scope of Work

Exhibit B – [Contractor’s Workplan and Schedule] [Reserved]

Exhibit C – Compensation

Exhibit D – [Reserved]

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Agreement, the language in the body of this Agreement controls, followed by Exhibit A, B, C, and D in that order.

## **3. Services to be Performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in [Exhibits A and B] (“Services”).

## **4. Compensation**

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A [and Exhibit B], CPA shall make payment to Contractor on a [time and

materials, not-to-exceed, or fixed fee] basis and in the manner specified in Exhibit C.

- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to [accountspayable@cleanpoweralliance.org](mailto:accountspayable@cleanpoweralliance.org) for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

## 5. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be three (3) years from the Effective Date ("Initial Term"). At the end of the Initial Term, the Parties may renew this Agreement for two successive one (1) year terms for a maximum of two (2) additional years (each, a "Renewal Term"), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement ("Renewal Notice").

## 6. Termination

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA's best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering to Contractor, at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to CPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA's rights and remedies at law.

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required

to effect such cure provided that Contractor diligently and continuously pursues such cure.

- c. Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- d. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to Paragraph 5(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

## **7. Contract Materials**

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such CPA Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

## **8. Payments of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Contractor's own expense prior to commencement of the Services.

## **9. No Recourse against Constituent Members**

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

## **10. Confidential Information**

- a. Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph, 10.c., and 10.d., below.
- b. Definition of “Confidential Information”. The following constitutes “Confidential Information,” whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other.

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.
- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), CPA will as soon as practical notify Contractor in writing via email that such request has been made. Contractor will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party’s request or demand and

is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents ("CPA Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor's attempt to prevent disclosure or CPA's refusal to disclose any Confidential Information.

## **11. Insurance**

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA within 10 business days after the Agreement is fully executed. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work and maintained throughout the Term and any Renewal Term. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligation under paragraph 12 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

### **a. General Liability**

Contractor shall maintain a commercial general liability insurance policy in an amount of no less than \$2,000,000 per occurrence with a \$5,000,000 aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

### **b. Auto Liability**

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage.

### **c. Workers' Compensation**

Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor shall provide, at its own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

d. Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per occurrence. If the deductible or self-insured retention amount exceeds \$100,000, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

**12. Indemnification**

Contractor agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this Agreement. Contractor further agrees to indemnify, and hold harmless CPA from and against any and all third-party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, violation of intellectual property rights, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

**13. Independent Contractor**

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever,

including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.

- b. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

#### **14. Compliance with Applicable Laws**

Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting this Agreement or Services covered by this Agreement.

#### **15. Use of Artificial Intelligence**

- a. Contractor must not use or input any confidential, proprietary, or otherwise sensitive financial, human resources, customer, power procurement, or any other CPA data in any Artificial Intelligence technology.
- b. Contractor shall disclose in writing to CPA any use of Artificial Intelligence technology to generate or produce any deliverables and/or perform Services under this Agreement (“Generative AI”), including the name of Artificial Intelligence products used, when such Artificial Intelligence is used, and the deliverables and Services provided by Contractor that utilized Generative AI. Such disclosure must be provided prior to delivery to CPA of any deliverable that utilized Generative AI to produce.
- c. Contractor represents and warrants that it has the necessary rights and licenses to use any Generative AI.
- d. Contractor represents and warrants that it has full power and authority to grant to CPA any rights or licenses related to Contractor’s use of Generative AI.
- e. Contractor represents and warrants that its usage of Artificial Intelligence, production of deliverables, and performance of any Services will not misappropriate, violate, or infringe any third-party intellectual property rights.

#### **16. Nondiscriminatory Employment**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, protected veteran status, or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all

federal, state and local statutes, regulations and ordinances.

**17. Work Product.**

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Contractor for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when **both**: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title: Theodore Bardacke, Chief Executive Officer  
Address: 801 S. Grand Ave., Suite 400, Los Angeles, CA 90017  
Telephone: (213) 376-4850  
Email: [tbardacke@cleanpoweralliance.org](mailto:tbardacke@cleanpoweralliance.org)

In the case of Contractor, to:

Name/Title: [Name, Title]  
Address: [Address]  
Telephone: [Phone]  
Email: [Email]

**19. Assignment**

Neither this Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**20. Subcontracting**

Contractor may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

## **21. Retention of Records and Audit Provision**

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises, or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

## **22. Conflict of Interest**

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

## **23. Publicity**

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

## **24. Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in

the County of Los Angeles.

**25. Amendments**

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

**26. Severability**

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

**27. Complete Agreement**

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

**28. Counterparts**

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

[Signature Block]

## ATTACHMENT D

### SAMPLE DATA PROTECTION REQUIREMENTS

To the extent applicable, Contractor shall comply with the following additional data protection requirements:

1. Contractor represents and warrants that Contractor will perform the Services in accordance with CPA's risk management policies and protocols, including but not limited to, policies and protocols relating to energy risk management and customer data and privacy, as those policies and protocols may be amended by CPA from time to time. A link to the policies is available at:

<https://cleanpoweralliance.org/public-documents/administrative-documents/>

Contractor shall execute any required acknowledgements of such policies and protocols as those policies and protocols are amended from time to time.

2. Contractor represents and warrants that Contractor shall comply with the requirements of California Public Utilities Commission Decision D.12-08-045 Attachment B (Rules Regarding Privacy and Security Protections for Energy Usage Data Applicable to Community Choice Aggregators or Electrical Service Providers), available at:

<https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M026/K531/26531585.PDF>

## ATTACHMENT E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

#### Government Code Section 84308

In accordance with California law, bidders and contracting parties who wish to do business with CPA are required to disclose, at the time a proposal to a Request for Offer ("RFO") or Request for Proposal ("RFP") is submitted or pre-qualified provider receives a Task Order solicitation, information relating to any campaign contributions made to Clean Power Alliance of Southern California's (CPA) Regular or Alternate Directors, including: the name of the party making the contribution (which includes any "participant," parent, subsidiary, paid "agent," or otherwise related business entity, as defined below, including anyone who the party retains to lobby, testify, or otherwise influence a proceeding), the amount of the contribution, and the date the contribution was made. See, 2 Cal. Code of Regs. (C.C.R.) §18438.8(b).

California law prohibits a party, participant, or an agent, from making campaign contributions to a CPA Director of more than \$500 while their contract is pending before the CPA Board. "Agent" is defined in 2 C.C.R. § 18438.3. A "participant" is defined in 2 C.C.R. § 18438.4.

For purposes of reaching the \$500 limit, the campaign contributions of the bidder or contractor plus contributions by its "participants", and "agents" of the proposer, contractor or bidder are added together during a 12-month period. You must review 2 C.C.R. §18438.5 in order to determine who and how contributions are aggregated.

In addition, a party must disclose the names of any person related to the party has made a contribution to any CPA Directors within the preceding 12 months, including the amount of the contribution and the names of the contributors. A party has a continuing obligation to disclose any contributions made during the pendency of the RFO, RFP, or Task Order Solicitation. A party must disclose such contribution no later than 30 days of making a contribution to a CPA Director or at the time the party first appears before CPA's Board, whichever is earliest. 2 C.C.R. §18438.8(b). A CPA Director must also disclose and abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$500 in the 12-month period prior to the consideration of the item by the CPA Board. Gov't Code §84308(c); 2 C.C.R. §18438.8(a).

The names of the Regular and Alternate Directors and their member agency are attached hereto as Attachment 1.

\* \* \* \* \*

Every bidder or contractor must disclose as follows:

#### **Section 1**

- a. Bidder/Contractor (Legal Name) ("Declarant Company") and any variations or acronyms used in the past 12 months: \_\_\_\_\_.
  
- b. Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a CPA Board member, regardless of whether you or Declarant Company have actually made a contribution

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- c. List only any parent, subsidiaries, paid agent, or business entities that Bidder/Contractor has controlled or directed or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities:

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- d. Identify all subcontractors that have been or will be named in your bid or proposal:

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- e. Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you and who will receive compensation to communicate with CPA regarding the award or approval of any contract, project, or other transaction.

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\*Attach additional pages, if necessary

**Section 2**

- a. Has Contractor or Bidder (identified in Section 1) solicited or directed your employee(s) or agent(s) to make a campaign contribution(s), whether through fundraising events, communications, or any other means, totaling \$500 or more in the aggregate to a Director of CPA's Board in the 12 months preceding the date of execution of this disclosure? To determine whether a contribution of more than \$500 has been made by a party or participant during a 12-month period, contributions by a party, participant, agent, or an individual must be aggregated. 2 C.C.R. §18438.5

Yes

No

If YES, then please provide details of each in the table below.

Recipient Name	Amount of Contribution	Date of Contribution

**Section 3**

b. Disclose all contributions made by you or any of the other entities identified in Section 1?

<b>Recipient Name</b>	<b>Amount of Contribution</b>	<b>Date of Contribution</b>

**Section 4**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing or award of a requested contract, or other transaction.

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

SIGNATURE: \_\_\_\_\_

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

The following individuals listed are elected officials who serve on Clean Power Alliance's Board of Directors as either Regular or Alternate Directors. Non-elected alternate directors are not included, unless they are campaigning for elected office.

### REGULAR DIRECTORS

<b>Member Agency</b>	<b>Regular Directors</b>	<b>Title</b>
1. Agoura Hills	Deborah Klein Lopez	Councilmember
2. Alhambra	Jeff Maloney	Councilmember
3. Arcadia	Paul Cheng	Councilmember
4. Beverly Hills	Lester Friedman	Councilmember
5. Calabasas	Ed Albrecht	Councilmember
6. Camarillo	Susan Santangelo	Councilmember
7. Carson	Cedric Hicks	Councilmember
8. Claremont	Corey Calaycay	Councilmember
9. Culver City	Yasmine Imani-McMorrin	Councilmember
10. Downey	Horacio Ortiz	Councilmember
11. Hawaiian Gardens	Maria Teresa Del Rio	Councilmember
12. Hawthorne	Alex Monteiro	Councilmember
13. Hermosa Beach	Ray Jackson	Councilmember
14. La Cañada Flintridge	Stephanie Fossan	Councilmember
15. Los Angeles County	Lindsey Horvath	Supervisor, 3 <sup>rd</sup> District
16. Lynwood	Juan Munoz-Guevara	Councilmember
17. Malibu	Marianne Riggins	Councilmember
18. Manhattan Beach	David Lesser	Councilmember
19. Monrovia	Edward Belden	Councilmember
20. Moorpark	Chris Barrett	Councilmember
21. Ojai	Rachel Lang	Councilmember
22. Oxnard	Bert Perello	Councilmember
23. Paramount	Vilma Cuellar Stallings	Councilmember
24. Port Hueneme	Laura Hernandez	Councilmember
25. Redondo Beach	Paige Kaluderovic	Councilmember
26. Rolling Hills Estates	Debby Stegura	Councilmember
27. Santa Monica	Caroline Torosis	Councilmember
28. Santa Paula	Jenny Crosswhite	Councilmember
29. Sierra Madre	Robert Parkhurst	Councilmember
30. Simi Valley	Rocky Rhodes	Councilmember
31. South Pasadena	Omari Ferguson	Councilmember
32. Temple City	Ed Chen	Councilmember
33. Thousand Oaks	David Newman	Councilmember
34. City of Ventura	Alex Mangone	Councilmember
35. Ventura County	Vianey Lopez	Supervisor, 5 <sup>th</sup> District
36. West Hollywood	John Erickson	Councilmember
37. Westlake Village	Ray Pearl	Councilmember
38. Whittier	Mary Ann Pacheco	Councilmember

**ALTERNATE DIRECTOR(S)**

<b>County/City</b>	<b>Alternate Director(s)</b>	<b>Title</b>
1. Agoura Hills	VACANT	
2. Alhambra	Noya Wang	Councilmember
3. Arcadia	Michael Cao	Councilmember
4. Beverly Hills	VACANT	
5. Calabasas	David Shapiro	Councilmember
6. Camarillo	Kevin Kildee Tony Trembley	Councilmember Councilmember
7. Carson	Jim Dear	Councilmember
8. Claremont	Jennifer Stark	Councilmember
9. Culver City	Bubba Fish	Councilmember
10. Downey	Dorothy Pemberton	Councilmember
11. Hawaiian Gardens	VACANT	
12. Hawthorne	Angie Reyes English	Councilmember
13. Hermosa Beach	VACANT	
14. La Cañada Flintridge	Daniel Jordan	City Manager
15. Los Angeles County	VACANT	
16. Lynwood	Gabriela Camacho	Councilmember
17. Malibu	Steve Uhring	Councilmember
18. Manhattan Beach	Nina Tarnay	Councilmember
19. Monrovia	VACANT	
20. Moorpark	Renee Delgado	Councilmember
21. Ojai	Andrew Whitman	Councilmember
22. Oxnard	VACANT	
23. Paramount	VACANT	Councilmember
24. Port Hueneme	Todd Lowenstein	Councilmember
25. Redondo Beach	Chadwick Castle	Councilmember
26. Rolling Hills Estates	VACANT	Councilmember
27. Santa Monica	VACANT	
28. Santa Paula	VACANT	
29. Sierra Madre	VACANT	
30. Simi Valley	VACANT	
31. South Pasadena	VACANT	
32. Temple City	William Man	Councilmember
33. Thousand Oaks	C. Tie Gutierrez	Councilmember
34. City of Ventura	VACANT	
35. Ventura County	Janice Parvin	Supervisor, 4 <sup>th</sup> District
36. West Hollywood	Chelsea Byers	Councilmember
37. Westlake Village	Sue McSweeney	Councilmember
38. Whittier	Octavio Martinez	Councilmember

## ATTACHMENT F

### EXISTING PROGRAM RESIDENTIAL TERMS

#### Terms And Conditions of Clean Power Alliance's Power Response Program Residential Program Participants ("Terms and Conditions")<sup>1</sup>

*As of September 19, 2025*

Welcome to Clean Power Alliance of Southern California's ("CPA") Power Response Program ("the Program"), managed by Proposer ("Proposer"). The Program has two components: (1) Power Response Smart Home; or (2) Power Response Home. Customers may not participate in more than one component.

#### 1. Program Eligibility:

You must meet the following eligibility requirements to participate in the Program:

- a. General. Participants must meet the following eligibility requirements to participate in the Program:
  - i. For all Program components (Power Response Smart Home and Power Response Home), you must be a CPA electricity account holder on a residential rate for the duration of the Program.
  - ii. A valid email is required for program participation. If an email is not available, you may not be eligible to participate in the Program.
  - iii. Customers on Medical Baseline discount are not eligible for the Program.
  - iv. You must be at least eighteen (18) years old.
  - v. The service account must be serviced by a Southern California Edison ("SCE")-approved smart meter ("Smart Meter").
  - vi. Your account may not be enrolled in SCE's Summer Discount Program ("SDP"), other SCE Demand Response ("DR") programs, or any other third-party DR programs. Customers enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program.
  - vii. You must agree to and comply with these Terms and Conditions.
- b. Power Response Smart Home Additional Requirements: To participate in Power Response Smart Home, you must have one or more of the following devices, accessible via a wireless network at the account service location: Google Nest smart thermostat, ecobee smart thermostat, Sensi thermostat, ChargePoint Home Flex EV charger, Wallbox Pulsar Charger, or SolarEdge Home Battery, collectively referred to as Devices; provided that only Participants that enrolled on or prior to December 31<sup>st</sup>, 2024 with their

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<sup>1</sup> These Terms and Conditions may be revised from time to time at CPA's discretion.

ChargePoint Home Flex EV charger and Wallbox Pulsar Charger devices (“Electric Vehicle Chargers”) may continue to participate in the Program with their Electric Vehicle Chargers. Participants who enroll in CPA’s EV SmartCharge program with their Electric Vehicle Chargers will not be eligible to continue participation in Power Response Smart Home with their Electric Vehicle Chargers and will be disenrolled from Power Response Smart Home.

- c. Power Response Home Additional Requirements: To participate in Power Response Home, you do not need to own any particular device or have a wireless network. However, you must be able to receive event notifications either via email or SMS text (data rates may apply).
- d. Eligibility Determination: CPA will make a final determination of your eligibility to participate in the Program at its sole discretion.

## 2. Customer Agreements

You agree to participate in the Program and to comply with these Terms and Conditions, and you agree to allow Proposer to coordinate with you and, as applicable, the manufacturers of your Device(s) to access personally identifiable information to remotely control your Device(s) during the term of the Program, from January 1, 2022, to March 3, 2027, as may be extended from time to time (the “Program Term”). You agree to keep your Device(s) operational and connected to the wireless network of your residence during the Program Term at your sole cost and expense. As a participant in the Program, you acknowledge and agree that your use of your Devices and your participation in the Program are subject to these Terms and Conditions as they are amended from time to time.

## 3. Program Parameters and Operation

- a. Power Response Home Program: Energy Saving Events (“Events”) happen when CPA requests for you to manually reduce energy usage in your home. These events will not be called more than forty (40) times per calendar year; no more than three (3) times per week, and for no more than four (4) hours on any given day, and not on holidays. Upon notice from CPA that a Power Response Event has begun, you should make efforts to reduce your power usage, such as by avoiding using appliances and reducing electric heater or air conditioner use.
- b. Power Response Smart Home Program Parameters for Battery Devices: Participating energy storage systems (“Battery Device”), which includes eligible SolarEdge Home Batteries, may be accessed (controlled) for a discharge of power to your home during an Event any time and day of the year up to one hundred (100) times per year, but no Events may take place

more than three (3) consecutive days in a row and each Event may not last longer than five (5) hours at a time.

Battery Devices will always maintain a minimum charge of twenty (20) percent at all times.

Battery Devices will not be accessed in case of a blackout or if SCE has announced a public safety power shut-off (PSPS) event. (Please visit <https://www.sce.com/wildfire/pmps> to learn more about PSPS events.)

YOU SHOULD NEVER RELY ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

- c. Power Response Smart Home Program Parameters for all Non-Battery Devices: Your non-Battery Devices may be accessed (controlled) at any time, subject to the following limitations:
  - i. **Nest, ecobee, and Sensi** smart thermostats may be accessed (controlled) as follows:
    - a) Up to 20 times from May 1 to October 31 of each year, with access occurring only between 1 p.m. and 9 p.m.; and
    - b) Up to 20 times from November 1 to the following April 30, with access occurring only between 6 a.m. and 9 p.m.
    - c) Access will occur no more than 3 times in any given week, and no more than 4 hours in any given day, and not on holidays.
  - ii. **ChargePoint and Wallbox Pulsar** Electric Vehicle Chargers will not be accessed (controlled) more than 100 hours per year in total; no more than 50 events in the year; and events shall range in duration from 1 to 4 hours. A notification will be sent at least 1 hour prior to the start of the event. There will be no more than 3 events per week. Events can be scheduled on any day, including weekdays, weekends, or holidays. During each event, the rate of charging will be reduced if the event duration is less than 15 minutes. If the event duration is more than 15 minutes, the charging rate may be reduced or stopped. In all cases, charging will resume as normal when the event has ended.

- d. Operations in the event of Grid Emergency. In cases of a Grid Emergency, Proposer may (1) call an Event and (2) access (control) your Device, if applicable, more than 3 times in a week or during a holiday. A “Grid Emergency” occurs when the California Independent System Operator (“CAISO”) (a) declares an Energy Emergency Alert (EEA) 2 or greater; (b) when CAISO declares an event threatening or limiting transmission grid capability including line or transformer overloads; (c) when a state of emergency related to a sudden and severe energy shortage is declared pursuant to California Government Code section 8565, et seq.; or (d) other event or action that can result in a sudden and severe energy shortage to California’s electricity grid.

#### 4. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes, solar renewable energy credits, or other payments or offsets (the “Benefits”) that are attributable to the Program. All Benefits will be the sole property of and transferable by CPA.

In exchange for your participation in the Program, the following incentives are offered (the “Incentives”):

- a. Power Response Home.

- i. Participation Incentive. If you participate in Power Response Home, and so long as you meet the Program Eligibility requirements in Section 1 above, you will receive \$2 per kWh reduced during events (described in Section 3 above), when compared to your historical energy use. Incentive payments will be paid as a lump sum at minimum once per year in the form of a digital gift card.

Event performance and incentive will be calculated against your historical energy use as provided to CPA by SCE. To qualify for incentives, your data must show a net energy reduction compared to your historical energy use per California Independent System Operator requirements. Individual event incentives are capped at \$100 per event.

Prior to payment of the Incentive, your event performance and incentive calculation may change based on updated meter data CPA receives from SCE. CPA will not seek reimbursement from you for any Incentives already paid, even if new data received from SCE indicates the calculation should have been different.

If your event performance cannot be calculated due to unavailability of meter data, you will receive the average incentive for the event.

The average incentive will be calculated using the event performance data from all other participating and available meters during the event. This process will be applied only if you were enrolled when the event(s) occurred and when data is unavailable at the time incentives are calculated and paid to the participant.

- ii. Enrollment Incentive: Participants in the Power Response Home Program will receive a \$20 digital gift card after enrollment. Enrollment Incentives will be sent within six (6) weeks of your enrollment approval.

b. Power Response Smart Home.

- i. Enrollment Incentive: Participants in the Power Response Smart Home Program will receive a digital gift card for signing up in an amount depending on the type of eligible Device they are enrolling in the Program, as follows:
  - a) Smart Thermostats: \$85
  - b) SolarEdge Home Battery: \$400

Enrollment Incentives will be sent within six (6) weeks of your enrollment approval.

If you are a CPA customer that is enrolled in the CARE or FERA rate program, you may contact CPA to request a free smart thermostat, to be selected by CPA, provided that the smart thermostat will control central air conditioning at your residence and you can install and connect the thermostat to a wireless network. Customers receiving a free smart thermostat are not eligible for any other Enrollment Incentives. Smart thermostats are available to qualifying participants while supplies last.

- ii. Participation Incentive: If you participate in the Power Response Smart Home Program using an eligible Device, you will receive an annual incentive for your continued participation in the amount of:
  - a) Smart Thermostats: \$40
  - b) Electric Vehicle Charger: \$25 (solely for devices enrolled on or prior to December 31<sup>st</sup>, 2024)
  - c) SolarEdge Home Battery: \$300

Annual participation incentive payments will be processed and sent to participants in November of each year.

- iii. You may participate with more than one eligible Device and receive additional incentives.

**c. Terms Applicable to All Programs**

- i. Incentive payments will be made in the form of a digital gift card. The Incentive will not be exchangeable for cash or SCE or CPA statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Incentive. CPA may elect to change the form of the Incentive at any time, at its sole discretion.
- ii. **If you suspend or terminate your participation in the Program for any reason during the Program Term, including by disconnecting the Devices, you will be ineligible to receive any accrued or subsequent Incentives.**
- iii. CPA reserves the right to make changes to the Program, including the amount and nature of Incentives, from time to time. In such cases, you will be notified via email at the address on file with CPA and will have the option to terminate your participation.

**5. Participation Costs**

There is no direct cost to you to participate in the Program. You are responsible for purchasing your own Devices and providing Wi-Fi internet services, except as set forth otherwise above.

**6. Program Withdrawal**

You may withdraw enrollment at any time without financial penalty by contacting CPA's Power Response customer support at 877-526-1589 or email support@cpapowerresponse.org. Please include your name and street address when requesting to unenroll by email.

**7. Termination**

CPA may suspend this Program or terminate your participation in its Program at any time at CPA's sole discretion.

**8. Communications**

By enrolling in this program, you agree to be contacted by CPA through email, text message, and any method specified.

Power Response Home participants and Power Response Smart Home participants enrolled with Sensi, SolarEdge, or Wallbox devices will receive program communications and incentives to the email provided during Program enrollment.

Power Response Smart Home participants enrolled with Nest, ecobee, or ChargePoint devices will receive program communications and incentives to the email associated with your service account at the time of Program enrollment. In the event you do not have an email associated with your service account, the email provided by the OEM will be used for all program communications.

You are responsible for keeping your email address updated with CPA by emailing CPA's Power Response customer support at support@cpapowerresponse.org or by calling 877-526-1589. In the event that your email address has changed, is not functioning properly, or is no longer valid, you might not receive Program communications and may be ineligible for the Program.

You may unsubscribe from Program communications by emailing CPA's Power Response customer support at support@cpapowerresponse.org or by calling 877-526-1589. Unsubscribing from Program communications may prevent completion of an enrollment or result in unenrollment from the Program.

#### 9. Disclaimer

Proposer makes no representations or warranties with respect to the Program or Proposer's services hereunder, and Proposer expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

#### 10. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release CPA and Proposer and each of their affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify, and hold harmless the Indemnitees from and against, all claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. CPA and Proposer reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with CPA's and/or Proposer's defense of those claims.

For disputes with Proposer, you must contact Proposer within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

Claims against CPA are subject to the California Government Tort Claims Act, California Government Code section 900 et seq., including that Act's presentation of claims procedures.

## 11. Data Usage and Disclosure

By participating in the Program, you are permitting Proposer to share data about your account and your Devices ("Data") with CPA. This Data may include but is not limited to email, address, and telemetry.

You also agree that Proposer may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the Program; (2) for Proposer's internal purposes, including, without limitation, research and development, improvement of Proposer's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications Proposer may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been de-identified).

Proposer will not disclose Data to any third parties other than in furtherance of the above purposes and in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been de-identified); (2) in order to provide Proposer products or services to you (including working with third-party service providers who may assist Proposer in collecting, hosting, maintaining, analyzing, or otherwise processing Data for Proposer); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if Proposer believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect Proposer or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of Proposer's services and any facilities or equipment used to make such services available, or (e) protect Proposer's property or other legal rights (including, but not limited to, enforcement of Proposer's agreements), or the rights, property, or safety of others; (5) to Proposer's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties Proposer uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which Proposer discloses it to them; and (7) for any purpose for which you have provided your express consent.

Likewise, by participating in the Program, you are permitting CPA to share necessary customer information including name, account details, contact information, and premise location required to enroll and participate in the Program, with Proposer, which information Proposer shall keep confidential.

## 12. Waiver

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions including any breach, termination, enforcement, interpretation, or validity thereof shall be submitted to final and binding arbitration in Los Angeles County, California. The dispute shall be submitted to arbitration in accordance with the laws of the State of California, Cal. Code Civ. Proc. sec. 1280, et seq. or any other rules that the parties mutually agree to in writing. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

## 13. Attorneys' Fees and Costs

If either you, CPA, or Proposer initiates any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

## 14. Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You, CPA, and Proposer hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

For more information, contact the CPA Power Response Program by email at: [support@cpapowerresponse.org](mailto:support@cpapowerresponse.org).

These CPA Power Response Program Terms and Conditions are subject to change based on CPA's sole discretion.

### Disclaimer

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## ATTACHMENT G

### EXISTING PROGRAM COMMERCIAL TERMS

#### Terms And Conditions of Clean Power Alliance's Power Response Program Commercial Leaders Participants ("Terms and Conditions")

*As of October 13, 2025*

Welcome to Clean Power Alliance of Southern California's ("CPA") Power Response Commercial Leaders Program ("the Program") managed by Proposer ("Proposer").

#### 1. Program Eligibility:

Participants must meet the following eligibility requirements to participate in the Program:

- You must be a CPA electricity account holder on a business rate for the duration of the Program.
- To participate by means of manual adjustment to your systems, you do not need a specific device.
- You must identify an email address, phone number, and an authorized representative, who is responsible for and authorized to manage Commercial Energy Saving Events ("Events") on behalf of the account owner and to receive notices from CPA.
- The service account must be serviced by a Southern California Edison ("SCE")-approved smart meter ("Smart Meter").
- Your account may not be enrolled in any other demand response program including but not limited to those offered by third parties or SCE's Charge Ready Program, Summer Discount Program ("SDP") or other SCE or third-party Demand Response ("DR") programs. Customers enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Commercial Leaders Program.
- You must agree to and comply with these Terms and Conditions.

CPA will make a final determination of your eligibility to participate in the Program at its sole discretion. These Terms and Conditions apply to participants in CPA's Power Response Commercial Leaders Program and are between you and CPA and Proposer.

#### 2. Customer Agreements

You agree to participate in the Program and to comply with these Terms and Conditions, and you agree to allow Proposer to coordinate with you during the term of the Program, from January 1, 2022, to March 3, 2027, as may be extended from time to time (the

“Term”). If applicable, you agree to keep your dispatchable device(s) (“Device(s)”) operational and connected to the wireless network of your premise during the Term at your sole cost and expense.

### 3. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes or other payments or offsets (the “Benefits”) that are attributable to the Program. All Benefits will be the sole property of and transferable by CPA.

In exchange for your participation in the Program, the following incentives are offered (the “Incentives”):

- Incentive rates are seasonal with customers earning up to \$80 per kilowatt each year for power reduced during Events. The seasonal rates are \$14 per average kilowatt reduced per month in the summer (June – Sept) and \$3 per average kilowatt reduced per month in the non-summer months (Oct – May).
- Incentives will only be paid for months in which a customer participates in at least one event.
- Incentives will be issued to the participating business in the form of a paper check or an ACH transfer, as requested. Checks will expire 90 calendar days after issuance. If checks expire or are returned to Proposer, customers may request the reissuance of a check for up to one year after check issuance date and Proposer will make a reasonable effort to reissue the check within 30 days of a customer’s request.
- You must identify an email address, phone number, and an authorized representative, who is responsible for and authorized to receive payments from CPA. It is your responsibility to keep contact and account information current.

The Incentives will not be exchangeable for SCE or CPA statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Incentives.

**If you suspend or terminate your participation in the Program for any reason during the Term, you will be ineligible to receive incentives accrued within that calendar month or any subsequent Incentives. You will still receive your incentive for prior months in which you were actively enrolled for the entire duration of the month.**

CPA reserves the right to make changes to the Incentives from time to time. In such cases, you will be notified via email at the address on file with CPA and will have the option to terminate your participation.

### 4. Incentive Calculation

To qualify for Incentives, your data must show a net energy reduction compared to your historical energy use per state requirements. Energy reduction will be calculated against

your historical energy use using the state approved methodology, which uses a 10-of-10 baseline and is defined in CAISO's tariff, section 4.13.4.1.

Incentives will be calculated based on your business' monthly event performance. The number of reduced kilowatt hours of energy will be calculated per event and will be divided by the number of hours dispatched for each event to arrive at the incentivized kilowatt value. If there are multiple Events, the incentive for the month will be based on the monthly average. If the participant does not participate or does not reduce energy during any of the Events within a month, the incentive will be zero for that month.

## 5. Program Parameters

You will not be asked to participate beyond the following parameters:

- Events will not be called more than 15 times per year.
- Event notifications will be sent the day prior to the event and the day of an event.
- Events will occur Monday through Friday between 4 and 9 PM and be no longer than 4 hours. There will be no more than 3 Events in a given 7-day period or Events on weekends or holidays.
- You may opt out at any time without financial penalty.

Notwithstanding the foregoing, in cases of a Grid Emergency, Proposer may call an event more than 3 times in a week, on a weekend, or during a holiday. A "Grid Emergency" occurs when the California Independent System Operator ("CAISO") (a) declares an Energy Emergency Alert (EEA) 2 or greater; (b) when CAISO declares an event threatening or limiting transmission grid capability including line or transformer overloads; (c) when a state of emergency related to a sudden and severe energy shortage is declared pursuant to California Government Code section 8565, et seq.; or (d) other event or action that can result in a sudden and severe energy shortage to California's electricity grid.

## 6. Participation Costs

There is no direct cost to you to participate in the Program.

## 7. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CPA's Power Response customer support at 877-526-1589 or email [support@cpapowerresponse.org](mailto:support@cpapowerresponse.org). Please include your name and street address when requesting to unenroll by email.

## 8. Termination

You agree that CPA may suspend this Program or terminate your participation in its Program at any time at CPA's sole discretion.

## 9. Communications

You acknowledge and agree that event notifications will be sent via email and/or text message. You are responsible for keeping email addresses and phone numbers of all parties managing event responses updated with CPA by emailing CPA's Power Response customer support at support@cpapowerresponse.org or by calling 877-526-1589. In the event that your email address or phone number has changed, is not functioning properly, or is no longer valid, you might not receive Program communications and may be ineligible for the Program.

You may unsubscribe from Program communications by emailing CPA's Power Response customer support at support@cpapowerresponse.org or by calling 877-526-1589. Unsubscribing from Program communications may result in unenrollment from the Program.

## 10. Disclaimer

Proposer makes no representations or warranties with respect to the Program or Proposer's services hereunder, and Proposer expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

## 12. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release (a) CPA, (b) Proposer, and (c) each of their affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify and hold harmless the Indemnitees from and against, all claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. CPA and Proposer reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with CPA's and/or Proposer's defense of those claims.

For any disputes, you must contact Proposer within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

Claims against CPA are subject to the California Government Tort Claims Act, California Government Code section 900 et seq., including that Act's presentation of claims procedures.

### 13. Data Usage and Disclosure

By participating in the Program, you are permitting Proposer to share data about your account ("Data") with CPA. This Data may include but is not limited to: email, address, and telemetry.

You also agree that Proposer may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the Program; (2) for Proposer's internal purposes, including, without limitation, research and development, improvement of Proposer's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications Proposer may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been deidentified).

Proposer will not disclose Data to any third parties other than in furtherance of the above purposes and in the following circumstances: (1) where the Data do not contain personally identifiable information (including where Data have been deidentified); (2) in order to provide Proposer products or services to you (including working with third-party service providers who may assist Proposer in collecting, hosting, maintaining, analyzing, or otherwise processing Data for Proposer); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if Proposer believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect Proposer or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of Proposer's services and any facilities or equipment used to make such services available, or (e) protect Proposer's property or other legal rights (including, but not limited to, enforcement of Proposer's agreements), or the rights, property, or safety of others; (5) to Uplight's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties Proposer uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which Proposer discloses it to them; and (7) for any purpose for which you have provided your express consent.

Likewise, by participating in the Program, you are permitting CPA to share necessary customer information including name, account details, contact information, and premise

location required to enroll and participate in the Program, with Proposer, which information Proposer shall keep confidential.

#### 14. Waiver

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions including any breach, termination, enforcement, interpretation, or validity thereof shall be submitted to final and binding arbitration in Los Angeles County, California. The dispute shall be submitted to arbitration in accordance with the laws of the State of California, Cal. Code Civ. Proc. sec. 1280, et seq. or any other rules that the parties mutually agree to in writing. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

#### 15. Attorneys' Fees and Costs

If either you, CPA, or Proposer initiates any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

#### 16. Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You, CPA, and Proposer hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

For more information, contact the CPA Power Response Program by email at: [support@cpapowerresponse.org](mailto:support@cpapowerresponse.org).

These CPA Power Response Commercial Leaders Program Terms and Conditions are subject to change based on CPA's sole discretion.