



## **SOUTHERN CALIFORNIA EDISON COMPANY**

# 2024 Demand Response Auction Mechanism Request for Offers ("2024 DRAM RFO")

## **Solicitation Instructions**

February 13, 2023

### **EMAIL INQUIRIES**

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## Preface

### **IMPORTANT – QUALIFICATION CRITERIA:**

Offerors must adhere to the eligibility criteria as set forth in Article Three of these RFO participant instructions (“RFO Instructions”) in order to be considered for selection pursuant to this DRAM RFO.

### **IMPORTANT – COMMUNICATIONS/INDEPENDENT EVALUATOR:**

The primary method for exchange of information or documents concerning the DRAM RFO, including any such exchange concerning the preparation or submission of Offers to SCE, will be via PowerAdvocate® (“Power Advocate”) website at:

<https://www.poweradvocate.com/pR.do?okey=139120&pubEvent=true> (the “Website”). All participants interested in submitting Offers into the RFO will need to pre-register with Power Advocate. Participants who do not yet have an existing Power Advocate account must first register to create a username and password with Power Advocate to receive access to the RFO materials (event code 111604). Users with an existing Power Advocate account may request access using the Website.

For additional information on registering on Power Advocate, please visit:

[https://www.poweradvocate.com/WebHelp\\_Sourcing\\_Intel\\_Supplier/Content/Resources/Sourcing\\_Intel\\_Supplier\\_Guide.pdf](https://www.poweradvocate.com/WebHelp_Sourcing_Intel_Supplier/Content/Resources/Sourcing_Intel_Supplier_Guide.pdf)

Power Advocate functions in most browsers; however, it may not work as well in browsers older than Internet Explorer version 8.

SCE strongly encourages participants to register with Power Advocate well before Offers are due. Power Advocate registrants should be listed under the parent company of the entity submitting the Offer, not its contractors, subcontractors, consultants, or agents.

For any registration or access issues, please contact [support@poweradvocate.com](mailto:support@poweradvocate.com)

Each Offer should be uploaded as a “Commercial and Administrative” document type in Power Advocate and should be in a separate zip file. The zip file must contain all of the project materials for the applicable Offer. Please make sure that file names for your submittals do not contain any special characters, such as \*&#, and utilize the following naming convention: OfferorName\_ProjectName\_FileName. For example:

"ABCCompany\_ProjectRose\_Generation\_profile.xlsx."

SCE may, in its sole discretion, decline to respond to any email or other inquiry about the RFO without liability or responsibility.

In accordance with the requirements set forth in D.19-07-009, D.19-12-040, Advice Letter 4588-E SCE has engaged an independent evaluator to evaluate and report on the DRAM RFO ("Independent Evaluator"), including the evaluation and selection process for the DRAM RFO. The Independent Evaluator will review all Offers and must be copied on all communications outside Power Advocate between SCE and Offerors.

Merrimack Energy Group, Inc. is the Independent Evaluator (IE) for the DRAM RFO and can be reached at [MerrimackIE@MerrimackEnergy.com](mailto:MerrimackIE@MerrimackEnergy.com). All correspondence received via Power Advocate is made visible to the IE.

**IMPORTANT – LOCATION OF RFO MATERIALS:**

Throughout these RFO Instructions are explanations and references to certain forms, documents, and offer submittal resources ("RFO Materials").

Attachment A to these RFO Instructions contains a listing of all RFO Materials described throughout these RFO Instructions.

## 1. General Information

### 1.1. Introduction

Southern California Edison Company ("SCE") is issuing this Request for Offers (referred to herein as the "RFO" or "DRAM RFO") to solicit offers ("Offers") from Sellers ("Offerors") providing Resource Adequacy ("RA") benefits from demand response resources to SCE under a standard, non-negotiable purchase agreement ("DRAM Agreement") for execution in accordance with these RFO Instructions. If Offeror is deemed eligible by SCE to submit an Offer, any such Offer submitted by Offeror is a binding Offer subject only to SCE's acceptance, in SCE's sole discretion, and cannot be withdrawn by Offeror.

SCE is administering this RFO to support the ninth Demand Response Auction Mechanism ("DRAM"). The DRAM RFO calls for SCE to procure System, Local and Flexible Resource Adequacy ("RA") using demand response resources ("DR" or "Demand Response Resources"). Additional RFO eligibility requirements are specified in Article 3 of these RFO Instructions.

Subject to Offer pricing, as well as any other applicable cost and benefit, SCE seeks to purchase RA capacity up to its authorized budget of \$6 million within its service territory, with a minimum of 10% of August RA MW capacity from new market entrants<sup>1</sup> (as described in D.19-07-009<sup>2</sup> and D.23-01-006), but SCE is not required to select Offers above the long run avoided cost of generation. RA product types include System, Local, and Flexible Capacity and applicable combinations.

All purchases will be made according to the terms and conditions set forth in the DRAM Agreement. These RFO Instructions set forth the procedures an Offeror must follow in order to participate in the RFO. Capitalized terms not defined in these RFO Instructions have the meanings ascribed to them in the DRAM Agreement or the current California Independent System Operator Corporation ("CAISO") tariff and protocol provisions, including any current CAISO-published

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<sup>1</sup> A new market entrant is defined as a Provider who has not integrated any demand response resources into the CAISO market during the three years prior to a new Auction Mechanism solicitation involving any form of market-integrated demand response including but not limited to the Auction Mechanism or other resource adequacy contracts.

<sup>2</sup> P. 44, "...a new market entrant as a Provider who has not integrated any demand response resources into the CAISO market during the three years prior to a new Auction Mechanism solicitation involving any form of market-integrated demand response including but not limited to the Auction Mechanism or other resource adequacy contracts."

“Operating Procedures” and “Business Practice Manuals,” as amended or supplemented from time to time, as applicable.

The confidentiality provisions of these RFO Instructions and the Non-Disclosure Agreement limit Offerors’ ability to engage in communications with any other actual or potential participants in the RFO concerning this solicitation, Offers, and related matters. In the event that an Offeror desires to (a) act as a marketing agent for a third party, (b) act as a credit sleeve for a third party, or (c) otherwise act as an agent or representative of a third party, in each case with respect to any Offer in the RFO, such Offeror and the third party such Offeror is proposing to represent should contact SCE and seek a waiver or amendment of such confidentiality provisions, which SCE may or may not grant in its sole discretion. Such an Offeror and the third party such Offeror proposes to represent should be prepared to provide SCE with a written description of the proposed relationship between such parties and the proposed structure of their Offers. SCE reserves the right, in its sole discretion, to disqualify those Offerors that have not complied with the provisions of this paragraph.

## **1.2.DRAM Agreement**

Offerors may submit Offers to sell Product to SCE using the 2024 DRAM Agreement (the “DRAM Agreement”). The DRAM Agreement is non-negotiable and is available on the RFO website, the location of which is specified in the footnote<sup>3</sup> of these RFO Instructions (“RFO Website”). Accordingly, Offeror shall submit Offers assuming the costs of Offeror’s adherence to the provisions of the DRAM Agreement.

## **1.3.Document Conflicts**

In the event of any conflict between terms contained in the DRAM Agreement, these RFO Instructions, or the RFO Website, the conflict will be resolved by the following priority of documents:

- (a) The DRAM Agreement (as posted on the RFO Website)
- (b) These RFO Instructions
- (c) The Offer Sheet (as posted on the RFO Website).

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<sup>3</sup> <https://www.sce.com/procurement/solicitations/dram>

Any DRAM Agreement executed by SCE and an Offeror as a result of this RFO is a "Final Agreement." Notwithstanding the foregoing, the Final Agreement will have precedence over the RFO materials listed above.

#### **1.4. SCE Affiliates**

SCE affiliates are permitted to participate in the RFO. Offeror must disclose whether or not it is an SCE affiliate by filling out the information on the RFO Offer Sheet available on the RFO website.

#### **1.5. Customers with Prohibited Resources**

In accordance with D.16-09-056 and D.19-07-009, residential customers are prohibited from using Prohibited Resources to reduce load during demand response events.

Non-residential customers are prohibited from using Prohibited Resources to reduce load during demand response events unless the use of Prohibited Resources is required for operational, health, or safety reasons. In this latter case, the amount of Product that the customer can provide will be reduced by the nameplate capacity of the Prohibited Resource (or, if the customer has multiple Prohibited Resources, by the sum of the nameplate capacity values from all Prohibited Resources on the site), regardless of whether the Prohibited Resource was actually used. Demand Response Providers (DRPs) must collect attestations from non-residential customers regarding such use of Prohibited Resources, store such attestations, and make them available upon request to the CPUC, SCE, or the Verification Administrator.

DRPs must be able to demonstrate to SCE how they are enforcing this Prohibited Resources prohibition and the consequences for non-compliance. The DRP shall provide any documentation reasonably necessary for the Verification Administrator and/or the Commission to verify such enforcement and compliance, including but not limited to documentation required by the Commission. In addition, DRPs must comply with any Prohibited Resource audit verification plan that is developed in accordance with D.16-09-056 and approved by the Commission. More information on Prohibited Resources requirements is provided in Section 7.2(b)(v) of the DRAM Agreement.



## **2. Products Solicited**

### **2.1. Product**

In this RFO, SCE is soliciting offers for RA benefits from Demand Response Resources ("Product"). The Product offered must be a Proxy Demand Resource ("PDR"), and eligible for inclusion in compliance filings with the CPUC. Further, each PDR specified by an Offeror must have a corresponding monthly Net Qualifying Capacity ("NQC") value assigned to it by the CAISO for the portion of the January 2024 – December 2024 Resource Adequacy Compliance Period for which the offer is made. Offeror must designate whether the Product is a Residential Customer Product or not, as defined in the DRAM Agreement. The Product does not include energy or ancillary services.

## **3. Eligibility Requirements**

### **3.1. Compliance**

Offerors must comply with the requirements in these RFO Instructions. Offerors not complying with these requirements could be deemed ineligible and their Offers may not be considered.

### **3.2. RFO Changes**

SCE, in its sole discretion, may change the terms, requirements and schedule of this RFO. Offerors should monitor the RFO Website for announcements regarding any updates or changes.

### **3.3. Offer Submission**

SCE will only consider Offers that meet the Offer Submittal Deadline set forth in the DRAM RFO Schedule in Article 5 below.

### **3.4. Bid Size/Duration Requirements**

Each Offeror's bid into the RFO must be at least 100 kW per month per PDR bid. Larger offers must be offered in quantities rounded to the nearest hundredth of a megawatt (ten kilowatts). A single bid may consist of multiple PDRs.

Each individual bid must not exceed 10 MW per month. However, a single Seller is not prohibited from submitting multiple bids that total more than 10 MW per month.

The Delivery Period(s) for the Product will be no earlier than January 2024 and no later than December 2024. Each bid must contain a minimum of one month of delivery and must include delivery during the month of August.

The Offer Sheet must contain a Monthly Quantity (MW) to no greater than two decimal places and Contract Price (\$/kW-mo) for each applicable Showing Month (as defined in the DRAM Agreement) and includes Scheduling Coordinator Service costs in the Contract Price.

Each Offeror may submit no more than 20 bids.

### **3.5. Location Requirements**

Each PDR and each service account registered for the PDR(s) used to deliver the Product must be located within SCE's service territory (SCE DLAP).

## **4. Supplier Diversity**

Offerors are only required to meet the eligibility requirements set forth above in Article Three of these RFO Instructions. However, SCE encourages women, minority, disabled veteran, lesbian, gay, bisexual and/or transgender owned business enterprises ("Diverse Business Enterprise") to participate in the DRAM RFO. To be considered a Diverse Business Enterprise, Offeror must provide a copy of a valid certificate that verifies the Diverse Business Enterprise status of the firm and meet certain requirements. Information on SCE's supplier diversity program can be found on SCE's website, [www.sce.com](http://www.sce.com). Follow these links: [www.sce.com](http://www.sce.com)>Partners & Vendors>Buying & Selling>Supplier Diversity.

## 5. RFO Schedule

The following are key dates associated with this RFO.

TIMELINE	EVENT
<b>Monday - February 13, 2023</b>	DRAM RFO Launch SCE posts these RFO Instructions, the DRAM Agreement and all other RFO Materials on the RFO Website.
<b>Tuesday – February 21, 2023</b>	Bidders Web Conference SCE, PG&E and SDG&E will host a joint DRAM RFO Bidder’s Conference to discuss the RFO process. Notification will be provided through the website and via our email outreach.
<b>Tuesday- March 7, 2023</b>	Offer Submittal Deadline
<b>Friday – March 14, 2023</b>	Offer Conformances Notification (“Request to Cure”)
<b>Friday - March 22, 2023</b>	Non-Conformance “Cure Deadline”
<b>Thursday - April 26, 2023</b>	SCE Award Notification

SCE reserves the right to revise any DRAM RFO event date or any submittal requirement. Offerors are responsible for monitoring the RFO Website for updates and possible amendments to the RFO, the RFO Instructions or the solicitation process.

## 6. Offer Submittal Instructions

### 6.1. Offers Submittal

Submittal Timing. Each complete Offer, conforming exactly to these RFO Instructions, must be submitted through Power Advocate on or before the Offer Submittal Deadline. It should be noted that the IE will have Power Advocate access to view all bidder information and materials submitted. SCE will not accept Offers submitted after this deadline. SCE will only consider submissions that, as of the offer submittal deadline, constitute complete Offers; this includes submittal of all documents and completion of all forms explained herein and made available on the RFO website. Failure to provide the listed information may result in the Offer being deemed non-responsive and may disqualify the Offer from further consideration.

All forms submitted for consideration must be in their original formats, i.e., not converted to a Portable Document Format (PDF) with the exception of a signed

Non-Disclosure Agreement (NDA). Hard copies of documents are not necessary. All emails to SCE must be less than 10 megabytes (MB) (inclusive of all attachments). SCE will not be responsible for documents received after the applicable due dates and times due to unsuccessful electronic delivery of such documents.

Required Documents. Offeror is required to download, complete and submit several documents as per the process described above:

- Non-Disclosure Agreement - Offeror is required to sign and submit to SCE, unless a current NDA is already on file with SCE.
- Offer Form - Offeror is required to fill out and submit to SCE.
- Org Chart - Offeror is required to fill out and submit to SCE.
- Estimated Qualifying Capacity – Offeror is required to fill out and submit to SCE estimate(s) of the Qualifying Capacity of its offer(s) by utilizing performance or publicly available data, consistent with the guidance provided in Appendix A of D.19-07-009 and additional QC guidance document posted on RFO Website.

***Carefully follow the guidelines described in the Offer Sheet to submit complete and conforming Offers.***

Additional Information. SCE may, in its sole discretion, request additional information from Offerors prior to selection.

## **6.2. Offers Conformance and Cure**

While processing Offers, should SCE encounter information that appears incorrect or requires clarification, SCE will notify the affected Offeror of the non-conformance by the Request to Cure date. Offeror will only be allowed to change fields that SCE has stated require revision(s). No changes will be allowed to any other fields. Offerors will have until the Cure Deadline to respond to a Request to Cure. Responses to Requests for Cure may be accepted or rejected by SCE in its sole discretion.

## **6.3. Selection Notification**

This is the date upon which SCE will notify each Offeror regarding the selection status of each Offer. Shortly after notification, SCE will provide an executable DRAM Agreement for each selected Offer. Each DRAM Agreement will be

populated with the Offer-specific information provided by Offeror. Carefully review the executable/populated DRAM Agreement for any errors.

SCE will upload the final DRAM Agreement on DocuSign® for final review and execution.

## 7. Evaluation Criteria

Respondents are responsible for the accuracy of all submitted material. SCE will evaluate conforming Offers using the following process and criteria.

### 7.1. Minimum Offer Acceptance Criteria

In order to be considered for selection in this RFO, the Offer must:

- Meet the eligibility criteria set forth in Article Three of these RFO Instructions, and
- Adhere to the submittal requirements set forth in Article Five of these RFO Instructions.

SCE will screen Offers on a “pass-fail” basis against these criteria and requirements.

For convenience, the criteria and requirements are listed immediately below in abbreviated form. Refer to Article Three and Article Five of these RFO Instructions for detailed criteria and requirements.

<input checked="" type="checkbox"/>	<b>CRITERIA / REQUIREMENTS</b>	<b>REFERENCE</b>
<input type="checkbox"/>	Offer submitted by Offeror Submittal Deadline	Section 5
<input type="checkbox"/>	Delivery period is no earlier than January 2024 and no later than December 2024; must contain > 0 kW bid in August of each year that any bid is offered.	Section 3
<input type="checkbox"/>	A single bid is at least 100 kilowatts (kW) per Showing Month per PDR bid and not more than 10 MW per month	Section 3
<input type="checkbox"/>	Offer Sheet must contain a Monthly Quantity (MW) to no greater than two decimal places and Contract Price (\$/kW-mo) for each applicable Showing Month.	Section 3
<input type="checkbox"/>	Required Submittal Documents	Section 5

### 7.2. Quantitative Assessment

SCE will perform a quantitative assessment of each conforming Offer following the procurement guidelines set forth in CPUC Decision D.19-07-009 and D.19-12-040 (described below) and subsequently rank the Offers based on each Offer’s benefit and cost relationship. Benefits are comprised of all applicable Resource Adequacy credit, while costs include the offered capacity price. SCE will consider the RA value in each month the DR is provided and will use relative value weights for each month, reflecting the temporal fluctuations in value of RA throughout the year. The result of the quantitative analysis is a merit-order ranking of all conforming Offers.

### 7.3. Qualitative Evaluation

The qualitative attributes of each Offer will be considered in accordance with CPUC approved Advice Letter 4152-E and Advice Letter 4152-E-A. in the final selection.

Criteria Description	Yes	No	Cost Adjustment Score
Is the bidder a certified small business?	1	0	-1%
Has the bidder declined an Auction Mechanism contract when extended a shortlist offer?	1	0	+3%
Has the bidder willingly terminated or defaulted on an Auction Mechanism contract, since 2019?	1	0	+10%
Has the bidder delivered Demonstrated Capacity invoices to the Utility totaling less than 75 percent of the total contracted capacity for all contracted months since January 1, 2019?	1	0	+5%
Has the bidder delivered Demonstrated Capacity invoices totaling more than 95 percent of its total Contracted Capacity in all of its contract months in its most recent Auction Mechanism contract?	1	0	-5%

Qualitative assessments will also include the review of Qualifying Capacity (QC). SCE will assess each offer’s Estimated Qualifying Capacity Template, and bidder supporting documentation estimate to determine the offer’s viability by evaluating whether the offer provides reasonable assurances that it is capable of delivering the associated capacity. The assessment will be based on the following criteria, as outlined in Attachment 2 of D.19-12-040:

- Load reduction per customer, based on customer class, load type and dispatch method;

- Historical performance or publicly available performance data that best represents the anticipated performance of the resource; and
- Number of existing and forecasted customers.

#### **7.4.Exclusion of Bids**

Consistent with other procurement programs, SCE reserves the right to exclude bids that are clear outliers, or where there is evidence of market manipulation. SCE shall make such exceptions in consultation with its Procurement Review Group and the Energy Division.

#### **7.5.Cost Effectiveness**

As per Resolution E-5110 OP. 4d, SCE will use the Net LRAC methodology as a tool to test (on a what-if basis) the cost effectiveness of DRAM resources short listed in the solicitation process, while maintaining the status quo evaluation process for bid selection as described in section 7.2 above. SCE will disclose the test results in the confidential portion of the Advice Letter to be submitted seeking CPUC approval of the executed 2024 DRAM contracts.

Net LRAC is a methodology which is used for screening an offer based on its normalized (per unit capacity) Net Market Value (NMV) during the DRAM solicitation process. The Net LRAC (a per unit capacity quantity) would be calculated by deducting the LRAC (also a per unit capacity quantity) from the short-term IOU specific RA benefit of a unit of capacity.

### **8. Communication & Independent Evaluator**

As described for offer submittal, the primary communication method concerning this RFO will be by PowerAdvocate® using the link provided in Section 6 above. SCE may, in its sole discretion, decline to respond to any email or other inquiry about the RFO without liability or responsibility.

#### **8.1.Independent Evaluator**

Questions regarding the integrity of the evaluation process or the role of the IE may be referred to Keith Oliver of Merrimack Energy at the following e-mail address: [MerrimackIE@MerrimackEnergy.com](mailto:MerrimackIE@MerrimackEnergy.com) or [Keith.Oliver@merrimackenergy.com](mailto:Keith.Oliver@merrimackenergy.com).

## 9. Confidentiality

With respect to SCE and the IE, information provided by Respondent to SCE and the IE for purposes of this RFO will be subject to (i) a fully executed Confidentiality Agreement and (ii) all applicable CPUC disclosure requirements including, CPUC D.06-06-066.

## 10. General Information & Reservation of Rights

By submitting an Offer to SCE pursuant to the DRAM RFO, the Offeror acknowledges the following:

SCE Rights. – SCE reserves the right to modify any dates and terms specified in these RFO Instructions, in its sole discretion and at any time without notice and without assigning any reasons and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives.

SCE's Acceptance of Offers. – SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a DRAM Agreement and other required agreements.

Expenses in Event of Termination by SCE. – In the event that the DRAM RFO is terminated by SCE, each participant will be responsible for expenses it incurs as a result of its participation in the RFO.

## 11. Respondent's Waiver of Claims & Limitation of Remedies

By submitting an Offer, Offeror knowingly, voluntarily, and completely waives any rights under statute, regulation, state or federal constitution or common law to assert any claim, complaint or other challenge in any regulatory, judicial or other forum, including without limitation, the CPUC (except as expressly provided below), the Federal Energy Regulatory Commission (FERC), the Superior Court of the State of California ("State Court") or any United States District Court ("Federal Court") concerning or related in any way to this RFO or these RFO Instructions, including all documents incorporated by reference therein and exhibits, attachments, and appendices attached thereto ("Waived Claims").

Offeror further expressly acknowledges and consents that if it asserts any Waived Claim at the CPUC, FERC, State Court or Federal Court, or otherwise in any forum, to the extent that Offeror's Offer has not already been disqualified, SCE is entitled to automatically



disqualify this Offer from further consideration in the RFO or otherwise, and further, SCE may elect to terminate the RFO.

By submitting an Offer, Offeror further agrees that the sole forum in which Offeror may assert any challenge with respect to the conduct or results of the RFO is the CPUC. Offeror further agrees that:

- (a) The sole means of challenging the conduct or results of the RFO is a complaint filed under Article 3, Complaints and Commission Investigations, of Title 20, Public Utilities and Energy, of the California Code of Regulations;
- (b) The sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct the RFO in accordance with these RFO Instructions; and
- (c) The exclusive remedy available to Offeror in the case of such a protest shall be an order of the CPUC that SCE again conduct any portion of the RFO that the CPUC determines was not previously conducted in accordance with these RFO Instructions (including all documents incorporated by reference therein and exhibits, attachments, and appendices attached thereto).

Offeror expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs and/or attorneys' fees. Unless SCE elects to do otherwise in its sole discretion, during the pendency of such a protest the RFO and any related regulatory proceedings related to the RFO will continue as if the protest had not been filed, unless the CPUC issues an order suspending the RFO or SCE has elected to terminate the RFO.

Offeror further acknowledges and agrees that if Offeror asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Offeror's claim, complaint or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in this section and that Offeror will not challenge or oppose such a request for dismissal.

Offeror further acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Offeror shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including reasonable attorneys' fees.

## 12. Respondent's Representations, Warranties & Covenants

By participating in this solicitation, including, without limitation, by submitting an Offer, respondent (A) agrees to be bound by the conditions of the solicitation, including the terms of these Solicitation Instructions; and (B) makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into each of respondent's Offers:

- a) Respondent has read, understands, and agrees to be bound by all terms, conditions, and other provisions of the solicitation documents.
- b) Respondent has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the solicitation, the solicitation documents, and these Solicitation Instructions, including any exhibits to such documents.
- c) Respondent has obtained all necessary authorizations, approvals and waivers, if any, required by respondent to submit its Offer pursuant to the terms of these RFO Instructions and to enter into a DRAM Agreement with SCE.
- d) Respondent's Offer complies with all applicable laws and regulations.
- e) Respondent (i) has not engaged, and covenants that it will not engage, in any communications with any other actual or potential participant in the solicitation concerning this solicitation, price terms in respondent's Offer, or related matters, without disclosure to SCE and a waiver by SCE of any applicable confidentiality provisions, including, but not limited to those set forth in the Confidentiality Agreement and these Solicitation Instructions, and (ii) has not engaged in collusion or other unlawful or unfair business practices in connection with this solicitation.
- f) Each Offer submitted by respondent (i) is an Offer subject only to SCE's contingent selection, in SCE's sole discretion, and (ii) in the event there is any dispute related to the terms of any such Offer, such dispute shall be resolved in accordance with the terms of the dispute resolution provisions set forth in the solicitation Documents which were part of such Offer.
- g) The information and documents submitted by respondent to SCE in connection with this solicitation are true and accurate as of the date of respondent's Offer submittal. Respondent covenants that it will promptly update such information upon any material change thereto.

### 13. Respondent's Offer & Acknowledgement

By participating in this solicitation, including, without limitation, by submitting an Offer, Respondent acknowledges and agrees that:

- a) SCE may rely upon all of respondent's representations, warranties, and covenants in this solicitation (including, without limitation, in these Solicitation Instructions, in the Solicitation Documents and in any Offer submitted by respondent);
- b) SCE may disclose information as set forth in the Confidentiality Agreement and as described in these Solicitation Instructions; and
- c) In SCE's evaluation of Offers pursuant to this solicitation, SCE has the right to disqualify a respondent that is unwilling or unable to meet SCE's credit requirements, or any other requirements of this Solicitation, as determined by SCE in its sole discretion.

BY PARTICIPATING IN THIS RFO, INCLUDING, WITHOUT LIMITATION, BY SUBMITTING AN OFFER, RESPONDENT ACKNOWLEDGES AND AGREES THAT ANY BREACH BY RESPONDENT OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE E-SOLICITATION INSTRUCTIONS AND ALL OTHER E-SOLICITATION DOCUMENTS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH RESPONDENT, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFO IN ITS ENTIRETY, OR FOR PROHIBITING RESPONDENT FROM PARTICIPATING IN FUTURE SOLICITATIONS OR PLACING ADDITIONAL REQUIREMENTS ON RESPONDENT IN FUTURE SOLICITATIONS.

- d) Good Faith Dealings. It is expected that the Parties will act in good faith in their dealings with each other with respect to this RFO. In SCE's evaluation of Offers pursuant to this Solicitation, SCE has the right to disqualify a Respondent that is unwilling or unable to meet SCE's credit requirements, or any other requirements of this Solicitation, as determined by SCE in its sole discretion.

### **13.1. Reporting & Public Disclosure of Information**

By participating in the DRAM RFO, each Offeror acknowledges and expressly authorizes SCE to publicly disclose the following information as required by the CPUC:

- Names of the sponsor companies that submitted Offers into SCE's DRAM RFO
- Number of Offers received from each sponsor company
- Number of Offers and respective sizes received and selected by SCE.

### **14. Exhibits**

Exhibit A – SCE Non-Disclosure Agreement

Exhibit B – 2024 Demand Response Auction Mechanism Resource Purchase Agreement (DRAM Agreement)

Exhibit C – Offer Workbook for DRAM Resources

Exhibit D1 – Other Info: Rule 24 on Direct Participation

Exhibit D2 – Other Info: SCE DRM Customer Migration Matrix

Exhibit D3 – Seller's Organizational Chart

Exhibit D4 – Other Info: Scheduling Coordinator RFI Results