A blue and green logo

Description automatically generated

**San Diego Gas & Electric Company**

**2024 Independent Evaluator Request for Proposal**

6/28/2024

Table of Contents

[*CONFIDENTIALITY NOTICE* 2](#_Toc170460238)

[*RFP INTRODUCTION* 3](#_Toc170460239)

[*RFP OBJECTIVE* 3](#_Toc170460240)

[*GENERAL INSTRUCTIONS AND PROVISIONS* 3](#_Toc170460241)

[A. RFP Structure 3](#_Toc170460242)

[B. Submittal Instructions and Procedures for Responding 4](#_Toc170460243)

[C. Questions and Requests for Information 4](#_Toc170460244)

[D. Bid Preparation and Electronic Instructions 5](#_Toc170460245)

[E. Bidders Proposal Checklist 5](#_Toc170460246)

[F. RFP Schedule 6](#_Toc170460248)

[G. Safety Requirements 6](#_Toc170460249)

[H. Evaluation Criteria 6](#_Toc170460250)

[I. Reservation of Rights 7](#_Toc170460251)

[J. Exceptions to the Contract Template/General Terms and Conditions 7](#_Toc170460252)

[K. Pricing 7](#_Toc170460253)

[L. Equal Opportunity Employer 7](#_Toc170460254)

[M. Confidentiality of Proposal Materials 8](#_Toc170460255)

[N. Conflicts of Interest and Affiliate Relationships 8](#_Toc170460256)

[O. RFP Not an Offer to Contract 9](#_Toc170460257)

[P. Bidder’s Obligations 9](#_Toc170460258)

# 

# CONFIDENTIALITY NOTICE

San Diego Gas & Electric Company (“SDG&E” or “Company”) considers this Request for Proposal (“RFP”) and all attachments and information related to this RFP, including without limitation information relating to customers, SDG&E facilities, and business plans (collectively “Confidential Information”), to be CONFIDENTIAL and PROPRIETARY. All information supplied to any entity receiving this RFP (“Bidder”) by SDG&E must be considered and treated as confidential and shall not be provided or disclosed to any third parties, agencies, organizations, or members of the public (except Bidder’s own affiliates, employees, Bidders, and consultants who require access to the RFP solely for the purpose of preparing a proposal (“Representatives”)) without express permission from SDG&E. By receipt and possession of this RFP, Bidder agrees it shall exercise the same degree of care to protect the confidentiality of Confidential Information that Bidder uses with respect to its own confidential or proprietary information, which in any event must result in a reasonable standard of care, and Bidder agrees to take all necessary steps to prevent the disclosure or use of Confidential Information by any person, association, or entity, except Bidder’s Representatives. Bidder shall be liable for any actions by its Representatives that are inconsistent with such obligations. Excluded from these confidentiality requirements are those portions of the Confidential Information which: (a) are now available to the general public or later become available to the general public without fault of Bidder or its Representatives, (b) are hereafter furnished to Bidder or its Representatives by a third party as a matter of right and without restriction of nondisclosure, (c) are required to be disclosed by legal process or governmental or regulatory authority, (d) were in the rightful possession of Bidder or its Representatives or was disclosed to Bidder or its Representatives prior to receipt of this RFP without any obligation of confidentiality.

In addition, except with the prior written consent of Company, Bidders may not disclose (other than by attendance alone at any meeting to which more than one Bidder is invited by Company) to any other Bidder or potential Bidder their participation in this RFP, and Bidders may not disclose, collaborate on, or discuss with any other Bidder, offer strategies or the substance of offers, including without limitation the price or any other terms or conditions of any indicative or final offer.

### 

# RFP INTRODUCTION

* 1. Company invites you to submit a proposal 2024 - Independent Evaluator, Power Advocate # 220330
  2. SDG&E is a regulated public utility that provides safe and reliable energy service to 3.4 million consumers through 1.4 million electric meters and more than 855,000 natural gas meters in San Diego and southern Orange counties. The utility’s area spans 4,100 square miles. Exceptional customer service is a priority of SDG&E as it seeks to enhance the region's quality of life. SDG&E is a regulated subsidiary of Sempra (NYSE: SRE). Sempra, based in San Diego, is a Fortune 500 energy services holding company.

# RFP OBJECTIVE

Decision (D.)07-12-052 (Decision), issued in December 2007 by the California Public Utilities Commission (CPUC or Commission), requires all investor-owned utilities (IOUs) to utilize an independent evaluator (IE) to monitor long-term solicitations that may involve affiliate, utility-owned or utility-turnkey bids and for all competitive solicitations seeking products greater than three months in length. A subsequent decision, D.14-02-040, requires that IEs be reevaluated every three years.

The Decision requires IOUs to:

1. Have a pool of at least three IEs;
2. Involve the CPUC’s Energy Division (ED) in developing the IE scope of work, drafting the IE contract and issuing the IE solicitation; and
3. Work with the IOU’s Procurement Review Group[[1]](#footnote-2) (PRG) and the ED to develop comprehensive conflict-of-interest disclosure requirements for IEs.

In accordance with the requirements of the Decision, this Request for Proposals (RFP) is being issued for the purpose of identifying qualified parties to be a part of SDG&E’s IE pool for the 2025-2027 period. SDG&E encourages IEs currently in the IE pool to submit a bid wish to remain in the IE pool during the 2025-2027 period. SDG&E will consult with both the ED and the PRG in the evaluation and selection process.

Parties submitting responses to this solicitation (Bidders) should be aware that joining SDG&E’s IE pool does not obligate SDG&E to execute a consulting contract. If SDG&E selects an IE from its pool to monitor a specific solicitation, bilateral negotiation or contract amendment, SDG&E and the selected IE will enter into a Standard Services Agreement (SSA) at that time. The SSA would incorporate the Scope of Work detailed in this solicitation, a Declaration Regarding Conflict of Interest and Terms and Conditions in this solicitation.

# GENERAL INSTRUCTIONS AND PROVISIONS

## RFP Structure

The purpose of this RFP is to solicit competitive bids to furnish and deliver certain supplies and/or services to Company, as further described herein. The information submitted in response to this RFP will be used to identify and evaluate Bidders who can provide, among other things, the most effective capabilities, quality, customer service, and competitive prices for the services performed.

This RFP consists of the following documents as described herein:

* RFP Main Document
* Declaration Regarding Conflicts of Interest
* Independent Evaluator Questionnaire
* Scope of Work
* Pricing Workbook
* DBE Subcontracting Goal Reporting Schedule
* Acknowledgement of Confidentiality and Restrictions Applicable to RFP Form
* Sustainability Questionnaire
* General Terms and Conditions Agreement Template
* Information Security Requirements

## Submittal Instructions and Procedures for Responding

Please review this RFP in its entirety and submit a bid with a complete understanding of all of the quality standards and production, service, operational and commercial requirements. Company has included all of the materials required for Bidders to submit a proposal. Any additional information or assumptions made by Bidders must be presented to Company as part of its proposal. No pre-existing or previous information or conditions provided by Company or received by Bidders will be applicable to this RFP.

Bidders will be required to use the designated e-sourcing tool to facilitate all correspondences and submittals to

Company. Power Advocate Sourcing is the eSourcing tool used by Company. The tool is used to issue documentation in the form of eRFx (Electronic Request for Proposals and Quotes) and allows Bidders to respond efficiently over the internet. All bids and RFP responses for this sourcing effort shall be submitted through Power Advocate Sourcing.

Bidders must answer all questions honestly and openly, with any deviation being potential grounds for disqualification.

IT IS THE RESPONSIBILITY OF EACH BIDDER TO THOROUGHLY UNDERSTAND AND COMPLY WITH ALL TERMS AND CONDITIONS OF THIS RFP AND ALL RELATED BID DOCUMENTS. BIDDERS ARE ALSO RESPONSIBLE FOR ENSURING FULL UNDERSTANDING OF THE MECHANICS OF THE BID PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO THE CONTACTS IDENTIFIED IN THIS RFP.

**RFP responses are due according to the RFP schedule listed under Section G (“RFP Schedule”). Responses received after the due date will not be considered.**

## Questions and Requests for Information

Company will accept questions about technical, scope-related, commercial, or logistical issues related to this RFP via Power Advocate Sourcing Messaging only . Questions submitted after the deadline supplied in the RFP Schedule will not be answered. To ensure consistency and maintain fairness, responses will be posted to the Power Advocate Sourcing website with the question and the answer below it to be viewed by all Bidders. Originators of the questions will remain anonymous.

## Bid Preparation and Electronic Instructions

The Bidder is responsible for all of its own costs and expenses incurred in preparing, modifying or submitting a proposal. Company will not be responsible for any such costs or expenses.

Proposals for this RFP should be submitted on their own merit and not in combination with any other consideration from Company. Proposals must adhere to the guidelines and requirements set forth herein including, but not limited to, the format requested by Company. To be considered, all sections of the RFP must be complete. Company may request Bidders to provide oral presentations. Company reserves the right to accept or reject proposals and has no obligation to disclose the reason(s) for rejection.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation produced by Bidders (collectively, “Proposal Materials”) will, when received by Company, become the property of Company, and Company will have no obligation to return Proposal Materials back to Bidder.

Each Bidder shall be solely responsible for examining the required specifications and requirements and shall solely be responsible to make all necessary investigations to be fully informed of all conditions that will affect the cost of the equipment to be provided. Company will not be responsible for proposals that are delinquent, lost, mismarked, sent to an address other than that given in this RFP, or sent by mail or courier service.

If the prospective Bidder declines to bid, Bidder shall notify Company via the Power Advocate Sourcing Messaging Tab.

It is recommended that Bidders immediately print, review, and carefully confirm completion of all required documents prior to submittal of a final proposal.

## Bidders Proposal Checklist

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Reference** | **Document Title** | **Action** | **Document Type** | **Check when completed** |
| Schedule A | Independent Evaluator Notification RFP Document | Review | Word |  |
| Schedule B | Independent Evaluator Questionnaire | Complete in detail | Word |  |
| Schedule C | Scope of Work | Submit plan | Word |  |
| Schedule D | Pricing Workbook | Complete in detail | Excel |  |
| Schedule E | DBE Subcontracting Goal and Reporting Schedule & Plan | Complete in detail | Word |  |
| Schedule F | Acknowledgement of Confidentiality Form | Complete | Word |  |
| Schedule G | Sustainability Questionnaire | Complete | Word |  |
| Schedule H | General Terms & Conditions Template | Review and submit any redlines requested. | Word |  |
| Schedule I | Information Security Requirements | Review | Word |  |
| PowerAdvocate Event: 220330 | Company Information | Complete | Commercial Tab |  |
| PowerAdvocate Event: 220330 | Conflict of Interest Disclosure | See below | Commercial Tab |  |
| PowerAdvocate Event: 220330 | Affiliate Relationship Disclosure | See below | Commercial Tab |  |

## RFP Schedule

The following schedule and deadlines apply to this RFP. SDG&E reserves the right to revise this schedule at any time and at SDG&E’s sole discretion. Respondents are responsible for accessing this RFP website for updated schedules and possible amendments to the RFP or the solicitation process.

|  |  |  |
| --- | --- | --- |
| No. | Item | Date |
| 1. | IE Request for Proposals issued. | June 28, 2024 |
| 2. | DEADLINE TO REGISTER  Participants are required to register for the RFP on PowerAdvocate® | July 5, 2024  12 PM  Pacific Prevailing Time |
| 3. | DEADLINE TO SUBMIT QUESTIONS  Question submittal cut-off date. Answers to all questions will be posted on the website no later than July 16, 2024 | July 12, 2024  12pm  Pacific Prevailing Time |
| 4. | CLOSING DATE:  Offers must be uploaded to and received by PowerAdvocate® no later than 12:00 PM  (Pacific Prevailing Time) | July 19, 2024  12 PM  Pacific Prevailing Time |
| 5. | SDG&E Begins Bid Evaluation Process | July 22, 2024 |
| 6. | SDG&E provide shortlisted recommendation to the PRG (via e-mail) | July 29, 2024 |
| 7. | PRG interviews respondents identified in step 6 | August 5-9, 2024 |
| 8. | PRG provides recommendation of final IE selection to SDG&E | August 16, 2024 |
| 9. | AWARD NOTIFICATIONS  SDG&E notifies final selected IEs | August 21, 2024 |
| 10. | Begin contract negotiations with final selected IEs | August 22, 2024 |
| 11. | Send appreciation notices to unsuccessful respondents | August 26, 2024 |
| 12. | Send request to ED for approval of SDG&E's IE pool for 2025-2027 | August 26, 2024 |
| 13. | Receive ED approval | Within 4 Weeks |
| 14. | Execute Contracts | October 31, 2024 |

*\*Company reserves the right to change the above dates at any time at its sole discretion.*

## Safety Requirements

The selected Bidder must comply with all applicable laws in performing its obligations under the agreement, including all applicable federal, state, regional, county, or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit, or permit conditions, which relate in any way to worker or workplace safety, environmental conditions, environmental quality or policy, or health and safety issues or concerns (including product safety), including, without limitation, the Federal Occupational Safety and Health Act and the California Occupational Safety and Health Act. Company requires that any winning Bidder(s), and its subcontractors performing Class 1 work on behalf of Company, be registered with and maintain during the term of any agreement covering the work described herein an “Approved” status from Company’s vendor management company, ISNetworld (“[ISN](https://www.isnetworld.com/)”) in accordance with the requirements set forth in the Company’s Contractor Safety Manual attached in Power Advocate Sourcing. If Bidder is not yet registered with ISN, Bidder is permitted to bid on the work, but Bidder and its subcontractors will be required to register and be approved before execution of any agreement for the performance of the work. (Note: these requirements are in addition to, not in lieu of, registration with Veriforce if DOT work is being performed.) The winning Bidder(s) will be required to review and acknowledge their acceptance of the terms of the Contractor Safety Manual upon execution of any agreement for the performance of this work, if any.

Additional information and requirements can be found within the Contract Template uploaded to the Bid Event.

## Evaluation Criteria

All Bidders will be pre-screened to assess the potential for a conflict of interest, as contemplated in the PowerAdvocate’s declaration regarding conflict of interest. To the extent Company, its PRG or the ED believe a bidder has a potential conflict of interest, that Bidder may not be selected to join Company’s IE pool.

Only bidders who pass the pre-screening process will be considered. Company will score proposals using a qualitative and a quantitative scoring methodology. The quality of a bid will be assessed by judging the relevant experience of key personnel, pricing, and feasibility of the supplier’s diversity plan. Bidders will be ranked based on weighted scores (10 highest, 1 lowest). There are two main categories of evaluation: 1) Costs, Contracts and Certificate of Insurance and 2) Professional Background and Expertise, with both assigned 50%. Company’s IE pool must contain at least three qualified entities; therefore, Company will select more than one high-quality bid for the new pool for the 2025-2027 period.

As stated before, Company will use a multi-faceted approach to the evaluation of proposals. Proposals may be judged based on, but not limited to, the following criteria:

* Quality and service performance record
* Ability to meet our service specifications
* Overall capability
* Technical requirements
* Exceptions to our standard terms and conditions
* Safety record (OSHA recordables) and ISNetworld rating
* Social responsibility
* Completeness of proposal documents

Company reserves the right to investigate the references and past performance of any Bidders with respect to, among other factors, compliance with specifications and completion or delivery on schedule.

## Reservation of Rights

Company expressly reserves the right to reject any and all proposals and to pursue any alternative. Issuance of this RFP does not commit the Company to purchase or contract for any supplies or services. Company may potentially issue agreements to one or multiple Bidders. Company reserves the right to modify any RFP requirements at any time.

RFP proposal development, presentation and administrative time/work are the sole obligation of the Bidder.

## Exceptions to the Contract Template/General Terms and Conditions

Bidders must provide a complete description of any and all exceptions taken to the Company’s Contract Template/General Terms and Conditions. Any exceptions not submitted by the RFP due date will not be considered.

Bidders who wish to take exceptions to the General Terms and Conditions shall be done using the red-line/track change features in Microsoft Word to the document titled, “Schedule G - Terms & Conditions” **However, Company expects to enter into an agreement with the successful Bidder(s) on the terms and conditions that are substantially in the form of the agreement template and related exhibits attached to this RFP. As such, Bidders are strongly encouraged to limit exceptions to the terms and conditions and exhibits, as they may have a negative impact on the potential selection of a Bidder.**

## Pricing

Within Power Advocate Sourcing, Bidders will find a document titled “Schedule D – Pricing Workbook”. This document must be utilized to submit your pricing/commercial proposal. This document must be uploaded into Power Advocate Sourcing by the RFP due date. Bidders may not alter the format of the document. Any alteration in the format of the document may be grounds for disqualification from Company.

Bidder’s pricing/commercial submittal must be clear, accurate, and comprehensive. Please state any exclusions or clarifications with your proposal.

## Equal Opportunity Employer

Company is an equal opportunity employer and federal contractor or subcontractor. Consequently, Bidder agrees that, as applicable, it will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Bidder also agrees that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

## Confidentiality of Proposal Materials

Company will make reasonable efforts to protect any information clearly indicated as confidential and proprietary by Bidder “(“Confidential Bidder Information”). Notwithstanding the foregoing: (a) Confidential Bidder Information may be made available on a "need to know" basis to Company’s and its parent companies' directors, officers, employees, consultants, agents, and advisors, but such persons shall be required to observe the same care with respect to disclosure as Company as set forth in herein, (b) Company may disclose any Confidential Bidder Information of any Bidder to comply with any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, securities exchange, control area operator, governmental agency or governmental or regulatory authority at any time even in the absence of a protective order, confidentiality agreement or nondisclosure agreement, as the case may be, without notification to the Bidder and without liability or any responsibility of Company to the Bidder, and (c) Materials submitted by a Bidder in connection with this RFP may be provided to the California Public Utilities Commission (“CPUC”) and its divisions and staff. Company will use good faith efforts to seek confidential treatment with respect to any Confidential Bidder Information submitted by Company to the CPUC. Company cannot, however, ensure that the CPUC will afford confidential treatment to a Confidential Bidder Information or that confidentiality agreements or orders will be obtained from and/or honored by the CPUC, its divisions or its staff.

Bidders should not submit any other information containing their or any third party’s trade secrets or other proprietary or confidential information (as defined in California’s Uniform Trade Secrets Act or otherwise) (“Trade Secrets”). Company may enter into mutual nondisclosure agreements more extensive than this Confidentiality Notice with Bidders selected for further participation in transactions which are the subject matter of this RFP, but to the extent such information is not covered by the confidentiality provisions of the Bidder’s Master Agreement (if any), Company is not agreeing to such an arrangement at this time and will infer that, other than price quotes, information which is submitted in a Proposal package is not a trade secret of the Bidder or any third party

## Conflicts of Interest and Affiliate Relationships

Bidders must identify and disclose any and all actual and potential conflicts of interest in connection with (a) this RFP, (b) any services or work that Bidder (or any of its affiliates, subcontractors, or partners) currently provides to Company or any Company affiliate, or (c) any services or work that Bidder (or any of its affiliates, subcontractors, or partners) contemplated under this RFP to Company or any Company affiliate. A conflict of interest includes any situation that may give a Bidder an unfair advantage in the RFP and could include, but is not limited to, having access to non-public confidential or proprietary information of Company (other than information properly obtained by Bider prior to the RFP), or any familial or personal relationship between any employee, agent, representative, or consultant of the Bidder and any employee, agent, representative, or consultant of Company or any Company affiliate that could impact or influence the business judgment of anyone associated with the administration of the RFP or the evaluation of proposals hereunder. Failure to accurately respond to the foregoing requirement may result in immediate rejection and disqualification of the Bidder from the RFP process.

Bidders must disclose whether there are any "Affiliate Relationships." An "Affiliate Relationship" exists if Bidder or a person or firm employed or engaged by Bidder (a) is an affiliate of Company, or (b) is, reasonably expects to be, or has within the last six (6) months been, doing work for Company at the same time it is working with (or has any material ownership in other firms which may be working directly with) an affiliate of Company (including Southern California Gas Company), or Sempra.

## RFP Not an Offer to Contract

The information presented in this RFP is preliminary and non-binding and does not constitute an offer to contract. Company makes no guarantee that a contract award shall result from this RFP. Company reserves the right at any time, in its sole discretion, to abandon this RFP, to change any dates specified in this RFP, to change the basis for evaluation of proposals, to terminate further participation in this process by any Bidder, to accept any proposal or to enter into any definitive contract, to evaluate the qualifications of any Bidder or the terms and conditions of any proposal, to change any form, document, term or condition used in this RFP, or to reject any or all proposals, all without notice and without assigning any reasons and without liability of the Company or any of its subsidiaries, affiliates, or representatives to any Bidder or other individual or entity. Company shall have no obligation to consider any proposal.

Company will not reimburse any Bidder for its expenses related to this RFP under any circumstances, regardless of whether the bidding process proceeds to a successful conclusion or is abandoned. Company shall not be deemed to have accepted any proposal, and shall not be bound by any term thereof, unless and until an authorized representative of Company executes a definitive contract with the selected Bidder.

Neither Company nor its representatives will be responsible or otherwise liable for verbal instructions.

Failure to understand the total sum of requirements will not relieve the Bidder of responsibility in performing the work. Responding to this RFP will be considered as implicitly denoting that the Bidder has a thorough understanding of the RFP and comprehension of the documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation. Any terms or conditions or deliverables from the RFP not understood by the Bidder must be brought to the attention of Company.

## Bidder’s Obligations

By submitting a proposal pursuant to this RFP, the Bidder acknowledges and agrees that:

* 1. It has received the RFP;
  2. It will be fully bound by the terms and conditions of the RFP in submitting its proposal in response to the RFP;
  3. It has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the RFP and its proposal;
  4. It has obtained all necessary authorizations, approvals and waivers, if any, required by it as a condition of submitting its proposal, and, if its proposal is selected, such proposal shall be subject to the terms and conditions of the form of contract attached to this RFP;
  5. It has identified and disclosed any potential conflicts of interest between the itself and Company (or any affiliate of Company) in relation to this RFP including shareholder, joint venture, board membership, partnership, affiliate, or any influential or close personal relationship of the Company in relation to this RFP**.**
     1. At a minimum, it should be able to clearly demonstrate that its organizational, reporting, and performance-management structures are completely separated between those conducting business with Company and those involved in the development of this proposal (which separation must include the use of “ethics walls” similar to those used by legal services firms).
     2. If it is awarded without disclosing a known conflict of interest and one is identified thereafter, Company reserves the right to terminate any subsequent agreement.
  6. It is submitting its proposal subject to and in accordance with all applicable laws;
  7. It has not engaged and will not engage in communications with any other Bidder in the RFP concerning the price terms contained in its Proposal and has not engaged in collusion or other unlawful or unfair business practices in connection with this RFP;
  8. Its proposal is binding, subject only to Company’s acceptance, in Company's sole discretion, at any time prior to the termination of the RFP, and satisfaction or waiver of any unsatisfied conditions precedent or subsequent in the form of contract attached to this RFP;
  9. It shall not, without Company’s prior written consent, engage in advertising, promotion or publicity related to this RFP, or make public use of any Company identification in any circumstances related to this RFP or otherwise. “Identification” means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by Company or its affiliates or any representation thereof; and
  10. Any breach by it of the foregoing covenants, representations and warranties is, in addition to any other remedies that may be available to Company under applicable law, grounds for immediate disqualification of such Bidder, and, depending on the nature of the breach, may also be grounds for terminating the RFP in its entirety.

1. SDG&E’s PRG is comprised of over fifty representatives including the following organizations: the California Department of Water Resources, the California Public Utilities Commission – Energy Division, the California Public Utilities Commission – Public Advocates Office, The Utility Reform Network and the Union of Concerned Scientists. [↑](#footnote-ref-2)