



California Public  
Utilities Commission

# Base Services Charge Implementation Working Group Membership Interest Packet

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ENERGY DIVISION

January 24, 2025

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## SECTION 1: Solicitation

On behalf of the California Public Utilities Commission (Commission), the Energy Division staff invites applications from a diverse array of interested and qualified parties and individuals to join the Base Services Charge Implementation Working Group (BSC IWG).

We are particularly interested in those who can bring unique perspectives and experiences to the BSC IWG. Specifically, the Commission seeks participation from consumer protection advocates and stakeholders interested in the implementation of the income-graduated fixed charge, now known as the Base Services Charge or BSC. This charge is designed to reduce the price of a unit of electricity for residential customers, making it more affordable to electrify homes and vehicles, regardless of income or where someone lives.

Under [Decision \(D.\) 24-05-028](#) (Decision), the Commission adopted an implementation working group, convened and facilitated by the Commission's staff, to oversee the BSC implementation plans of Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E), (collectively, the Large IOUs). This group will play a significant role in assessing and evaluating the Large IOUs' BSCs, including marketing, education, and outreach efforts, and suggesting solutions to address any implementation issues.

This **BSC IWG Membership Interest Packet** provides an overview of the BSC IWG, draft charter, proposed milestones and meeting schedule, and required documents to apply for the BSC IWG. Parties and individuals interested in joining the BSC IWG must submit the following forms in this packet for review and consideration by **February 7, 2025**, to Cheryl Wynn, Energy Division, at [cheryl.wynn@cpuc.ca.gov](mailto:cheryl.wynn@cpuc.ca.gov):

- BSC IWG Recruitment Questionnaire
- Conflict of Interest Declaration
- Nondisclosure Agreement for Market-Protected Materials(sign separately for each Large IOU)

### Solicitation Timeline

- **Feb. 7:** Submit BSC IWG required forms to Energy Division
- **Feb. 17:** Notification of BSC IWG members

### Solicitation Questions

Contact Cheryl Wynn, Energy Division, at [cheryl.wynn@cpuc.ca.gov](mailto:cheryl.wynn@cpuc.ca.gov).

## SECTION 2: Overview of the BSC IWG

On June 30, 2022, California AB 205 (Stats. 2022, Ch. 61) became law, paving the way for the Commission to adopt a more equitable rate structure for residential customers and to direct the electric IOUs to collect a reasonable portion of the fixed costs of providing electric service for residential customers.

On May 15, 2024, the Commission adopted D.24-05-028, authorizing the Large IOUs to apply the BSC to residential customer bills during the fourth quarter of 2025 and PG&E to apply the BSC to residential customer bills during the first quarter of 2026.

The Decision established an implementation working group tasked with assessing and evaluating the Large IOUs' BSC implementation plans by:

- Identifying issues with implementation and marketing, education, and outreach (ME&O) efforts and suggesting solutions at meetings and workshops, and
- Providing written recommendations to the Commission's Staff about lessons learned from the implementation of the BSC.<sup>1</sup>

The Commission anticipates that it will issue a decision that addresses the recommendations provided by the BSC IWG. Intervenor compensation is available to eligible parties participating in the BSC IWG for their contributions to a Commission decision.<sup>2</sup>

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<sup>1</sup> D.24-05-028, at 100-104.

<sup>2</sup> Ibid., at 48. For additional information regarding intervenor compensation, see the *California Public Utilities Commission's Intervenor Compensation Program Guide* at <https://www.cpuc.ca.gov/proceedings-and-rulemaking/intervenor-compensation> or visit the Commission's website at <https://www.cpuc.ca.gov/proceedings-and-rulemaking/intervenor-compensation>.

## SECTION 3: Draft BSC IWG Charter

### 1. Background

On July 14, 2022, the Commission initiated Rulemaking (R.) 22-07-005 to establish demand flexibility policies and modify electric rates to advance the following objectives: (a) enhance the reliability of California’s electric system; (b) make electric bills more affordable and equitable; (c) reduce the curtailment of renewable energy and greenhouse gas emissions associated with meeting the state’s future system load; (d) enable widespread electrification of buildings and transportation to meet the state’s climate goals; (e) reduce long-term system costs through more efficient pricing of electricity; and (f) enable participation in demand flexibility by both bundled and unbundled customers. Phase 1 of R.22-07-005 is organized into two concurrent tracks, and Track A established the fixed charge for residential rates for all electric IOUs in accordance with AB 205, including small and multi-jurisdictional electric utilities.

On May 15, 2024, the Commission adopted D.24-05-028, authorizing all electric investor-owned utilities (IOUs)—PG&E, SCE, and SDG&E (collectively, Large IOUs), Bear Valley Electric Service, Liberty Utilities, and PacifiCorp (collectively, Small IOUs)—to change the structure of residential customer bills in accordance with AB 205. The Decision changes how the IOUs bill residential customers for customer access to the grid, public program charges, services and some infrastructure-related costs in an attempt to make it more affordable to electrify homes and vehicles, regardless of income or where someone lives.

The Decision requires the IOUs to change the structure of residential customer bills by shifting the recovery of a portion of fixed costs from volumetric rates to a separate, fixed amount on bills without charging the total costs that utilities may recover from customers. As a result, the Decision reduces the volumetric price of electricity (in cents per kWh) for residential customers of electric IOUs. This billing structure reallocates shares of existing costs among customers and should not impose new fees.

The Base Services Charge (BSC), previously referred to as the income-graduated fixed charge (IGFC) and flat rate, will be applied based on income tiers, with lower-income customers paying a lower charge and higher-income customers paying a higher charge. This approach seeks to ensure that the burden of the fixed charge is distributed fairly and does not disproportionately affect lower-income households, including customers participating in CARE and FERA programs as well as those living in designated deed-restricted affordable housing communities.<sup>3</sup>

D.24-05-028 required that the IOUs remove minimum bills from residential customer bills (where applicable). The Decision also required the IOUs to launch ME&O campaigns. Specifically, the Decision required that the ME&O campaign address the following topics:

- a. When the BSC will be applied;
- b. Why and how the BSC will reduce volumetric rates;
- c. The amount of the BSC and how the BSC will affect customers’ bills;
- d. How tiers will be assigned and how to move to a different income tier;

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<sup>3</sup> Qualifying low-income households receive up to a 35% discount on electric bills from CARE, while FERA provides up to an 18% discount.

- e. Different rate options and rate comparison tools;
- f. Options to enroll in CARE or FERA and other ways to manage energy costs;
- g. Assure CARE and FERA customers that their assistance program discounts will not be affected by the BSC and that they may see lower bills as a result of the BSC; and
- h. Why and how the BSC will encourage the adoption of electrification technologies and associated reduced use of fossil fuels and how customers can find rebates to electrify.

D.24-05-028 directed SCE and SDG&E to apply the adopted changes to residential customer bills during the fourth quarter of 2025 (between October 1, 2025, and December 15, 2025) and PG&E to apply the adopted changes to residential customer bills during the first quarter of 2026 (between January 1, 2026, and March 31, 2026), implementing the adopted billing structure below through a Tier 3 advice letter as follows:

- a. **Tier 1:** Customers enrolled in the CARE program shall automatically pay the lowest discounted fixed amount (approximately \$6 per month).
- b. **Tier 2:** Customers enrolled in the FERA program or who live in affordable housing restricted to residents with incomes at or below 80 percent of Area Median Income shall automatically pay a discounted fixed amount (approximately \$12 per month).
- c. **Tier 3:** All other customers will pay a fixed amount of \$24.15 per month. In accordance with AB 205, the revenues from the fixed charges will be used to (a) ensure that a low-income customer with average electricity usage will realize bill savings in each baseline territory without changes to usage, and (b) reduce volumetric rates for all residential customers.

### 1.1. Large IOUs' BSC Implementation Plans

The Large IOUs submitted their Tier 3 advice letters in August 2024 requesting Commission approval of their plans to implement the BSCs, and the Commission approved, with modifications, implementation plans for SCE and SDG&E on December 19, 2024. PG&E's draft resolution is targeted for the Commission Voting Meeting on January 30, 2024.

### 1.2. BSC IWG Facilitation

The Decision also established an implementation working group, to be convened and facilitated by the Commission's Staff, to oversee the BSC implementation plans of the Large IOUs.<sup>4</sup> The Commission also established SCE as the lead IOU facilitator to assist the Energy Division Staff with facilitating and organizing the logistics for the BSC IWG meetings and any associated workshops.<sup>5</sup>

## 2. Scope of Work

Pursuant to D.24-05-028, the BSC IWG will have the following scope of work relating to assessing and evaluating the BSC implementation of the Large IOUs:

- a. Identify issues with implementation and marketing, education and outreach (ME&O) efforts and suggest solutions at meetings, and

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<sup>4</sup> D.24-05-028, at 100-104.

<sup>5</sup> *Administrative Law Judge's Ruling Directing Southern California Edison to Facilitate Certain Portions of the Implementation Working Group*, January 14, 2025.

- b. Provide written recommendations to the Commission about lessons learned from the implementation of the BSC, which the Commission may consider for future fixed charges or alternative rate mechanisms.<sup>6</sup>

D.24-05-028 also requires each Large IOU to (a) report metrics on BSCs and associated ME&O efforts within 30 days of each calendar quarter to the service list of this proceeding, and (b) present metrics and lessons learned from BSCs and associated ME&O efforts to the BSC IWG at least once per calendar quarter.<sup>7</sup> The Large IOUs' quarterly reports will include, at a minimum, the following metrics:<sup>8</sup>

- a. Number of customers in each tier;
- b. Number of customers who change tiers;
- c. Average customer bill impacts for each tier and each baseline territory;
- d. Number of press article mentions;
- e. Impressions and reach of paid media;
- f. Number and type of outbound targeted communications and bill messages;
- g. Number of related calls or emails received;
- h. ME&O dollars spent;
- i. Number of customers who were asked to verify their incomes through the CARE and FERA programs; and
- j. Number of customers who successfully verified their incomes through the CARE and FERA programs.

### **2.1. Evaluation Report**

Pursuant to D.24-05-028, the Commission's staff will prepare an evaluation report for BSCs based on one calendar year of metrics provided by the Large IOUs and written recommendations from the BSC IWG. Additionally, the Commission's Staff will include an assessment of the Small IOUs' BSCs in the evaluation report based on the Small IOUs' annual metrics.

The Commission's Staff will facilitate the submission of the evaluation report in this proceeding, or a successor proceeding, to build the record for a decision on the next version of BSCs or alternative rate mechanisms.<sup>9</sup> The Commission anticipates collecting one calendar year of metrics provided by the Large IOUs and Small IOUs by April 2027. The evaluation report is expected to be finalized by the third quarter of 2027.

### **2.2. Intervenor Compensation**

The Commission anticipates that it will issue a decision that addresses the recommendations provided by the BSC IWG. Intervenor compensation is available to eligible parties participating in the BSC IWG for

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<sup>6</sup> D.24-05-028, at 101.

<sup>7</sup> D.24-05-028, Ordering Paragraph 7.

<sup>8</sup> Ibid., at 103.

<sup>9</sup> Ibid., at 101.

their contributions to a Commission decision.<sup>10</sup> If this proceeding (R.22-07-005) is closed and a successor proceeding opened, eligible parties must file a new Notice of Intent to qualify for intervenor compensation.

### 2.3. Meetings and Workshops

The BSC IWG Proposed Milestones and Meeting Schedule, see Section 4 of this packet, is designed as the venue to address the requirements of D.24-05-028 and enable the BSC IWG to provide the necessary oversight of the Large IOUs' BSC implementation. The Commission expects all BSC IWG members to commit to participating in the BSC IWG meetings and workshops.

While the BSC IWG is intended for the Large IOUs, representatives from the Small IOUs can attend the BSC IWG meetings and workshops.

### 2.4. Expected Outcome

This BSC IWG will be considered a success if the BSC IWG:

- Provides meaningful feedback and solutions on implementation plans and issues during BSC IWG meetings and workshops; and
- Establishes clear, consensus-based recommendations based on lessons learned from the Large IOUs' BSC implementation.

## 3. Governance and Operating Guidelines

BSC IWG members agree to adhere to the following governance, ground rules, and conflict of interest policy.

### 3.1. BSC IWG Composition and Membership

The BSC IWG represents a diverse and wide range of expertise and perspectives and comprises the following representatives with experience in areas applicable to implementing the BSC, including California's regulated customer energy management programs and marketing, education, and outreach.

- Energy Division Staff
- Large IOUs
- Small IOUs (optional)
- Non-IOU member organizations

### 3.2. BSC IWG Membership Term

Members agree to participate in the BSC IWG until one year of data is collected from the IOUs' BSC metrics and reporting and the Energy Division staff finalizes the BSC IWG Evaluation Report, which is targeted in the third quarter of 2027.

A member's position on the BSC IWG may be declared vacant if the member:

- Resigns from the BSC IWG (this should be in writing and forwarded to the Energy Division.)
- Fails to attend more than two meetings without prior notice.

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<sup>10</sup> Ibid., at 48. For additional information regarding intervenor compensation, see the *California Public Utilities Commission's Intervenor Compensation Program Guide* at <https://www.cpuc.ca.gov/proceedings-and-rulemaking/intervenor-compensation> or visit the Commission's website at <https://www.cpuc.ca.gov/proceedings-and-rulemaking/intervenor-compensation>.



If a member’s position is vacant, the Energy Division staff may select an alternative representative from the same organization to ensure continued participation.

**3.3. Expectations of BSC IWG Members**

1. Each BSC IWG member is expected—and therefore must be willing—to commit to participating in the BSC IWG meetings and workshops, in a manner that is professional, timely, courteous, fair, constructive, and respectful.
2. As the BSC IWG is tasked with clear and significant deliverable deadlines, each member must first review the BSC IWG’s deliverables in advance of the meetings or workshops to ensure they are making a knowing commitment to actively participate and contribute meaningful and useful feedback and solutions.
3. Each BSC IWG must make a commitment to actively participate and contribute significant time, effort, and resources to meet deadlines.
4. In general, the Commission seeks a diverse set of participants to volunteer and join the BSC IWG who possess the following qualifications:
  - a. Knowledge, expertise and experience in the issues and subject area of the BSC IWG;
  - b. Ready, willing, and able to make a commitment to continued involvement over the period until the expiration of the BSC IWG;
  - c. Ready, willing, and able to make a commitment to attending remote monthly/quarterly BSC IWG meetings and associated workshops as needed; and
  - d. Ready, willing, and able to make a commitment to timely participate in BSC IWG communications and activities, including responding within one to two days to emails from the group.

**3.4. BSC IWG Roles and Responsibilities**

The table below outlines the roles and responsibilities of the BSC IWG:

Role	Responsibilities
Lead IOU Facilitator	<ul style="list-style-type: none"> <li>● Consult with Energy Division Staff on the development of the agenda, meeting materials and schedule for BSC meetings and workshops.</li> <li>● Facilitate and organize logistics for BSC IWG meetings and workshops and provide audio/video technical assistance.</li> <li>● Notice and distribute agenda, meeting materials, meeting invitations at least 5 business days prior to meetings and workshops.</li> <li>● Record, on its existing regulatory filings website, all documents for parties to review, including, but not limited to, the working group meeting agendas, associated materials, and provide draft meeting notes for discussion in future working group meeting</li> <li>● Prepare and distribute meeting notes following BSC IWG meetings and workshops.</li> </ul>
Large IOUs	<ul style="list-style-type: none"> <li>● Work with Energy Division Staff to develop a schedule for the working group that will meet the requirements defined in D.24-05-028.</li> <li>● Provide access to meeting materials for review and feedback at least 5 business days prior to BSC IWG meetings or workshops.</li> <li>● Inform BSC IWG in advance of any implementation issues or requests for feedback during BSC IWG meetings.</li> </ul>

Role	Responsibilities
BSC IWG Members	<ul style="list-style-type: none"> <li>• Present metrics and lessons learned from BSC and ME&amp;O to BSC IWG quarterly.</li> <li>• Commit to serving on the BSC IWG until the third quarter of 2027.</li> <li>• Assess and evaluate the Large IOUs’ BSC implementation plans and actively participate in meetings and workshops by providing feedback and solutions to address implementation and ME&amp;O issues in BSC IWG meetings and workshops.</li> <li>• Review agenda and meeting materials in advance of the meeting or workshop.</li> <li>• Review meeting notes and suggest edits to all recorded meeting notes prior to and during the following working group meeting.</li> <li>• Comply with the Conflict of Interest Policy.</li> <li>• Provide Energy Division Staff with written recommendations in April 2027 to develop the BSC evaluation report.</li> <li>• BSC IWG members are advisory and do not have decision-making authority.</li> </ul>
Energy Division Staff	<ul style="list-style-type: none"> <li>• Solicit, recruit, and review applications for BSC IWG membership.</li> <li>• Develop the agenda for BSC IWG meetings and workshops with input from the Large IOUs.</li> <li>• Notice workshops at least 10 days business days in advance that involve the attendance of the Assigned Commissioner.</li> <li>• Develop and file the BSC evaluation report upon one year’s collection of data from the Large IOUs and Small IOUs and written recommendations from BSC IWG members.</li> </ul>

**3.4.1. BSC IWG Leadership and Authority**

D.24-05-028 adopted an IWG, convened and facilitated by the Commission’s staff, to oversee the BSC implementation plans of the Large IOUs. The assigned Lead IOU Facilitator will ensure BSC IWG members have access to the meeting invites, agendas, meeting materials and meeting notices. BSC IWG members do not have decision-making authority.

**3.5 Meeting Structure and Conduct**

**3.5.1. Convening of Meetings and Workshops**

- a. Meetings and workshops are held remotely using Microsoft Teams or Webex.
- b. BSC IWG are informed of meetings/workshops through email at least five days prior to the meeting/workshop, which will include links to access the meeting/workshop, agenda, and meeting materials. BSC IWG members are encouraged to join 15 minutes early to check audio and video capabilities.
- c. Meetings and workshops will be noticed on the service list (R. 22-07-005) by the Lead IOU Facilitator.
- d. Energy Division Staff will maintain the list of BSC IWG members, and the BSC IWG email distribution list used for communications with BSC IWG members. Energy Division Staff should be copied on all email correspondence regarding the BSC IWG.

**3.5.2. Conduct of meetings and workshops**

- a. BSC IWG members provide feedback in and solutions to BSC implementation issues during meetings and workshops.
- b. The Lead IOU Facilitator maintains a record of meeting attendees and notes, including documenting key issues raised, solutions, actions required, and BSC IWG recommendations.

- c. BSC IWG meetings and workshops end with a clear understanding of expectations and assignments for next steps.
- d. The previous meeting notes and a meeting agenda are forwarded to members of the BSC IWG at least 5 days before the next meeting.

### **3.6. Meeting Ground Rules**

- a. Speak one at a time – refrain from interrupting others.
- b. Wait to be recognized by facilitator before speaking.
- c. Facilitator will call on people who have not yet spoken before calling on someone a second time for a given subject.
- d. Share the oxygen – ensure that all members who wish to have an opportunity to speak are afforded a chance to do so.
- e. Maintain a respectful stance toward all members and participants.
- f. Listen to other points of view and try to understand other interests.
- g. Share information openly, promptly, and respectfully.
- h. Remain flexible and open-minded and actively participate in meetings and workshops.

### **3.7 Conflict of Interest Policy**

BSC IWG non-IOUs members are expected to disclose any actual or potential financial conflicts of interest or harm beyond that of a ratepayer for transparency. See Section 6.

### **3.8 Nondisclosure Agreement for Market-Protected Materials**

The Nondisclosure Agreement for Market-Protected Materials is required to protect any confidential information shared and to protect the privacy of ideas and strategies discussed within the working group. See Section 7.

## SECTION 4: BSC IWG Proposed Milestones and Meeting Schedule

2025 Meetings			Topics	Milestones
<b>Feb</b>				<ul style="list-style-type: none"> <li>SCE and SDG&amp;E ME&amp;O Tier 2 Advice Letters submitted 2/24/25.</li> </ul>
<b>Mar</b>	3/11, 1p-3p	SCE/SDG&E ME&O Workshop	<ul style="list-style-type: none"> <li>Overview of BSC IWG</li> <li>Large IOUs BSC Implementation Update</li> </ul>	<ul style="list-style-type: none"> <li>PG&amp;E ME&amp;O Tier 2 Advice Letter submitted 3/31/25.</li> </ul>
<b>Apr</b>	4/22, 1p-3p	BSC IWG Meeting		
<b>May</b>	5/20, 1p-3p	BSC IWG Meeting		
<b>Jun</b>	6/17, 1p-3p	BSC IWG Meeting		<ul style="list-style-type: none"> <li>SCE launches direct communications 6/16/25 or 10/1/25.</li> <li>PG&amp;E launches DRAH self-attestation communications late Jun 2025.</li> <li>SDG&amp;E general awareness ME&amp;O tactics begin Q2 2025.</li> </ul>
<b>Jul</b>	7/29, 1p-3p	BSC IWG Meeting	<ul style="list-style-type: none"> <li>Large IOUs BSC Implementation Update</li> <li>Metrics and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>SDG&amp;E launches direct communications on or before 7/1/25.</li> </ul>
<b>Aug</b>	8/26, 1p-3p	BSC IWG Meeting		
<b>Sep</b>	9/23, 1p-3p	BSC IWG Meeting		
<b>Oct</b>	10/21, 1p-3p	BSC IWG Meeting	<ul style="list-style-type: none"> <li>Large IOUs BSC Implementation Update</li> <li>Metrics and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>SCE and SDG&amp;E implement BSC on 10/1/25.</li> </ul>
<b>Nov</b>	11/18, 1p-3p	BSC IWG Meeting		<ul style="list-style-type: none"> <li>SCE implements BSC on 11/15/25.</li> </ul>
<b>Dec</b>	12/16, 1p-3p	PG&E ME&O Workshop		

2026 Meetings			Topics	Milestones
<b>Jan</b>	1/27, 1p-3p	BSC IWG Meeting		<ul style="list-style-type: none"> <li>PG&amp;E launches notification communications early Jan 2026.</li> </ul>
<b>Feb</b>	2/25, 1p-3p	BSC IWG Meeting		
<b>Mar</b>	3/24, 1p-3p	BSC IWG Meeting		<ul style="list-style-type: none"> <li>PG&amp;E implements BSC in Mar 2026.</li> </ul>
<b>Apr</b>	4/28, 1p-3p	BSC IWG Meeting	<ul style="list-style-type: none"> <li>Large IOUs BSC Implementation Update</li> <li>Metrics and Reporting</li> </ul>	
<b>May</b>	5/26, 1p-3p	BSC IWG Meeting		
<b>Jun</b>	6/23, 1p-3p	BSC IWG Meeting		<ul style="list-style-type: none"> <li>SCE launches direct communications 6/16/25 or 10/1/25.</li> <li>PG&amp;E launch DRAH self-attestation communications late Jun 2025.</li> </ul>
<b>Jul</b>	7/21, 1p-3p	BSC IWG Meeting	<ul style="list-style-type: none"> <li>Large IOUs BSC Implementation Update</li> <li>Metrics and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>SDG&amp;E launches direct communications on or before 7/1/25.</li> </ul>

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<b>Aug</b>	8/25 1p-3p	BSC IWG Meeting		
<b>Sep</b>	9/22, 1p-3p	BSC IWG Meeting		
<b>Oct</b>	10/20, 1p-3p	BSC IWG Meeting	<ul style="list-style-type: none"> <li>• Large IOUs BSC Implementation Update</li> <li>• Metrics and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• SCE and SDG&amp;E implement BSC on 10/1/25.</li> </ul>
<b>Nov</b>	11/17, 1p-3p	BSC IWG Meeting		<ul style="list-style-type: none"> <li>• SCE implements BSC on 11/15/25.</li> </ul>
<b>Dec</b>	12/15, 1p-3p	BSC IWG Meeting		

2027 Meetings			Topics	Milestones
<b>Jan</b>	TBD	BSC IWG Quarterly Meeting	<ul style="list-style-type: none"> <li>• Large IOUs BSC Implementation Update</li> <li>• Metrics and Reporting</li> </ul>	
<b>Apr</b>	TBD	BSC IWG Quarterly Meeting	<ul style="list-style-type: none"> <li>• Large IOUs BSC Implementation Update</li> <li>• Metrics and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• One year of data collected from IOUs to begin development of BSC evaluation report.</li> <li>• Written recommendations from BSC IWG due 5/30/25.</li> </ul>
<b>Jul</b>	TBD	BSC IWG Quarterly Meeting	<ul style="list-style-type: none"> <li>• Large IOUs BSC Implementation Update</li> <li>• Metrics and Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Commission staff files BSC evaluation report.</li> </ul>

\*Proposed meeting dates and times subject to change.

## SECTION 5: BSC IWG Recruitment Questionnaire

<b>SECTION A: Organization General Information</b>			
Provide general information on the organization requesting to participate as a BSC IWB member. The organization must be a non-market participant who does not have a financial interest in the outcome of the BSC implementation.			
Organization Name			
Address			
City/State/Zip			
Telephone Number		Email Address	
Website URL			

<b>SECTION B: Organization Overview</b>
Briefly describe the organization’s experience with California’s rate design structure, customer energy management programs, and marketing, education, and outreach.

<b>SECTION C1: Organization Representative</b>			
Identify all the representatives that would participate in the BSC IWG. Briefly describe the representative’s experience with California’s rate design structure, customer energy management programs, and marketing, education, and outreach.			
Name			
Title			
Email Address		Telephone Number	
BSC IWG Charter	Availability to meet the requirements of the BSC IWG Charter?	Yes	No
Experience (Limit 250 words)			

<b>SECTION C2: Organization Representative (Alternate)</b>			
Identify all the representatives that would participate in the BSC IWG. Briefly describe the representative’s experience with California’s rate design structure, customer energy management programs, and marketing, education, and outreach. An alternate representative is encouraged but not required.			
Name			
Title			
Email Address		Telephone Number	
BSC IWG Charter	Availability to meet the requirements of the BSC IWG Charter?	Yes	No
Experience (Limit 250 words)			

<b>SECTION D: Conflict of Interest Disclosure</b>							
Does the organization or representatives of the organization have any contractual, financial, or work-related relationship with any third-party contractor that is currently implementing or will potentially implementing the BSC?							
Representative’s Name	Yes/No	Name of the Business Entity	Project Name	Is your firm a prime or sub-contractor?	Did this business relationship exist in 2024?	Is this business relationship established for 2025?	Will this business relationship be established in 2026?

<b>SECTION E: Organization Authorization</b>			
I certify that the information contained in this document is true and accurate to the best of my knowledge.			
Signature		Date	
Printed Name		Title	

Contact Cheryl Wynn at [cheryl.wynn@cpuc.ca.gov](mailto:cheryl.wynn@cpuc.ca.gov) if you experience technical difficulties with completing this form.

# SECTION 6: BSC IWG Conflict of Interest Declaration

I, \_\_\_\_\_, declare:

1. I make this Declaration on behalf of myself, \_\_\_\_\_, as a duly authorized representative of \_\_\_\_\_, and on behalf of \_\_\_\_\_, the entity that will be a member of the Base Services Charge Implementation Working Group (“BSC IWG”), with Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E), collectively, the “Large IOUs” in this matter.
2. Pursuant to California Public Utilities Commission (“CPUC” or “Commission”) Decision (D.) 24-05-028 (“Decision”), the Large IOUs will utilize an Implementation Working Group “IWG”, (as such term is used in the Decision) in BSC IWG meetings and workshops to evaluate the implementation of the Large IOUs’ BSCs, including their marketing, education, and outreach and reporting metrics.
3. \_\_\_\_\_ has submitted a BSC IWG Recruitment Questionnaire to the Commission’s Energy Division to serve as member of the BSC IWG. If selected, \_\_\_\_\_ will serve as a member of the BSC IWG in future meetings and workshops through its duly authorized representative(s). \_\_\_\_\_ also agrees that each of its agents, employees and subcontractors who will or might review and feedback of the Large IOUs’ implementation plans, ME&O, and reporting metrics as a member of the BSC IWG will also sign a duplicate original Declaration in his or her individual capacity prior to performing such work.
4. If at any time I become aware of any financial interest in any of the potential bidders in the implementation of the BSCs (or any IOU affiliate, regardless of whether or not such affiliate is a potential bidder) in a future BSC program contract solicitation or in the outcome of such a solicitation process or in any of the potential bidders (or any IOU affiliate, regardless of whether or not such affiliate is a potential bidder) or counterparty or in the outcome of the process of such future activities, I shall promptly notify the Commission’s Energy Division, the Large IOUs, and the BSC IWG members in writing of such financial interest and the Large IOUs may remove \_\_\_\_\_ from the BSC IWG and take any other appropriate or necessary actions, including, but not limited to reporting such conflict to the CPUC.
7. I represent and warrant I have read and become familiar with the Decision, particularly all sections, findings of fact, conclusions of law, and ordering paragraphs related to the formation of the BSC IWG (see, e.g., Section 5.8 at pp. 100-104). Consistent with the Decision, I represent, warrant and covenant that I have complied and will comply with the appropriate guidelines established by the Fair Political Practices Commission (“FPPC”) concerning conflict of interest, including the guidelines as set forth under the heading “An Overview of Conflicts of Interest Under the Political Reform Act (May 2022)” on the FPPC’s website <https://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Campaign%20Documents/Conflicts%20Guide%202022.pdf>.
5. I understand that for the duration of my participation in the BSC IWG, I shall be required to disclose any actual or potential conflict should one arise.
6. I understand that for the duration of my participation in the BSC IWG, I may be required to re-execute this Declaration upon the request of the Commission’s Energy Division or Large IOUs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed in \_\_\_\_\_ (City/State) on \_\_\_\_\_ (Date).

Name: \_\_\_\_\_ Title: \_\_\_\_\_



# SECTION 7: BSC IWG Nondisclosure Agreement for Market-Protected Materials

## 1. Scope

This Base Services Charge Implementation Working Group (“BSC IWG”) Nondisclosure Agreement for Market-Protected Materials (“Nondisclosure Agreement”) shall govern access to and the use of Protected Materials, provided by, or on behalf of \_\_\_\_\_ (“IOU”) or investor-owned utility (“IOU”) to the California Public Utilities Commission’s (“CPUC” or “Commission”) BSC IWG.

## 2. Definitions

In addition to the terms defined and capitalized in other sections of this Nondisclosure Agreement, the following terms are defined for the purpose of this Nondisclosure Agreement:

- a. For purposes of this Nondisclosure Agreement, the term “Protected Materials” means: (i) trade secret, market sensitive, or other confidential and/or property information as determined by the IOU in accordance with the provisions of Decision (D.) 06-06-066, and subsequent decisions, including D.17-09-023, D.19-01-028, General Order 66-D, Public Utilities Code Section 454.5(g), or any other right of confidentiality provided by law or regulation by the IOU, the Commission, any state or federal agency, or any state or federal court having appropriate authority. Protected Materials also include memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including information in electronic form) that copies, discloses, incorporates, includes or complies other Protected materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Nondisclosure Agreement or any other nondisclosure agreement or protective order.
- b. The term “redacted” refers to situation in which Protected Materials in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed.
- c. The “Disclosing Party” is \_\_\_\_\_ (IOU Name).
- d. The “BSC IWG Member” is \_\_\_\_\_. The term “BSC IWG Member” may refer to both the organization and the individual that are Authorized Reviewers representing the BSC IWG Member on the BSC IWG.
- e. The term “Authorized Reviewers” refers to: (1) a BSC IWG Member that has executed this Nondisclosure Agreement; or (2) a representative of the BSC IWG Member if the BSC IWG Member has executed a Nondisclosure Agreement and the representative has executed a Nondisclosure Certificate (“Reviewing Representative”).
- f. The term “Party” refers to IOU or the BSC IWG Member and the term “Parties” refers to both IOU and the BSC IWG Member.
- g. The term “Nondisclosure Certificate” refers to the Nondisclosure Certificate attached as Appendix A.

## 3. Nondisclosure Certificates

No Reviewing Representative shall receive, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless and until the Reviewing Representative has first completed and executed a Nondisclosure Certificate, attached hereto as Appendix A, and delivered the signed Nondisclosure Certificate to IOU. IOU shall

retain the executed Nondisclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Nondisclosure Certificates to Commission Staff upon request.

#### **4. Access to Protected Materials and Use of Protected Materials**

Subject to the terms of this Nondisclosure Agreement, the BSC IWG Member shall be entitled to access any Protected Materials and may make copies of Protected Materials, but such copies become Protected Materials. The BSC IWG Member may make notes of Protected Materials, which shall be treated as Protected Materials if such notes disclose any Protected Materials. Protected Materials obtained by the BSC IWG Member may be requested by that BSC IWG Member in a subsequent Commission proceeding, subject to the terms of any nondisclosure agreement or protective order governing that subsequent proceeding, without constituting a violation of this Nondisclosure Agreement.

#### **5. Designation, Filing and Service of Protected Materials**

When filing or providing in discovery any documents or items containing Protected Materials, a Party shall physically mark such documents (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO NONDISCLOSURE AGREEMENT,” or with words of similar import as long as one or more of the terms, “Protected Materials” or “Nondisclosure Agreement” is included in the designation to indicate that the materials in question are Protected Materials. All materials so designated shall be treated as Protected Materials unless and until: (a) the designation is withdrawn pursuant to Paragraph 10 hereof; (b) an Assigned Administrative Law Judge (“ALJ”), Law and Motion ALJ, Assigned Commissioner, or the Commission makes a determination that: (i) the document does not contain Protected Materials or does not warrant confidential treatment or (ii) denies a motion to file the document under seal; or (c) the document or information becomes public knowledge, other than through disclosure in violation of this Nondisclosure Agreement or any other nondisclosure agreement or protective order. However, the Disclosing Party has the burden of showing that the documents are Protected Materials, and merely marking a document “Protected Materials” is insufficient to meet that burden. All documents containing Protected Materials that are tendered for filing with the Commission shall be placed in sealed envelopes or otherwise appropriately protected and shall be tendered with a motion to file the document under seal pursuant to Rule 11.4 of the Commission’s Rules of Practice and Procedure.

All documents containing Protected Materials that are served on parties in a proceeding shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are served under seal pursuant to this Nondisclosure Agreement. Such documents shall only be served upon BSC IWG members and persons employed by or working on behalf of the Commission. Service upon BSC IWG members and persons employed by or working on behalf of the Commission may either be: (a) by electronic mail in accordance with the procedures adopted in this proceeding; (b) by facsimile; or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, the Assigned ALJ shall be served with such document by the same means and at the same time.

#### **6. Redaction of Documents**

Whenever an BSC IWG member files, serves, or provides in discovery a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such BSC IWG member shall also prepare a redacted version of such document. The redacted version shall enable persons familiar with this proceeding to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred. The redacted version of a document to be filed shall be served on all persons on the service list, and the redacted version of a discovery document shall be served on all persons entitled thereto.

#### **7. Maintaining Confidentiality of Protected Materials**

The BSC IWG Member shall treat Protected Materials as confidential in accordance with this Nondisclosure Agreement and the Nondisclosure Certificate. Protected Materials shall not be used except as necessary for participation in the BSC IWG and shall not be disclosed in any manner to any person except: (i) a Reviewing

Representative of the BSC IWG Member; and (ii) persons employed by or working on behalf of the Commission. The BSC IWG Member agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Protected Materials, including, but not limited to, complying with industry standard security requirements, to protect the Protected Materials from unauthorized access, destruction, use, modification, or disclosure, and to prohibit the use of the Protected Materials for a secondary commercial purpose. The BSC IWG Member shall promptly notify IOU of any unauthorized disclosure or use of the Protected Materials.

The BSC IWG Member shall be liable for any unauthorized disclosure or use by itself and/or its employees, paralegal, or administrative staff. In the event the BSC IWG Member is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Protected Materials, the BSC IWG Member shall immediately inform IOU of the request, and IOU may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the BSC IWG Member shall cooperate in good faith with IOU either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of the Protected Materials by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where the BSC IWG Member has been ordered to produce certain specific Protected Materials, the BSC IWG Member may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

#### **8. Return or Destruction of Protected Materials**

If requested to do so in writing, the BSC IWG Member shall, within fifteen (15) days after such request, return Protected Materials to IOU, or shall destroy the materials, except that notes of Protected Materials may be retained, if such Protected Materials are maintained in accordance with Paragraph 5. If requested to do so, the BSC IWG Member shall also submit to IOU an affidavit stating that, to the best of its knowledge, all Protected Materials have been returned or have been destroyed, or will be maintained in accordance with Paragraph 5. To the extent Protected Materials are not returned or destroyed, such Protected Materials shall remain subject to this Nondisclosure Agreement.

#### **9. Dispute Resolution**

All disputes that arise under this Nondisclosure Agreement, including but not limited to alleged violations of this Nondisclosure Agreement and disputes concerning whether materials were properly designated as Protected Materials, shall first be addressed by the Parties through a meet and confer process in an attempt to resolve such disputes. If the meet and confer process is unsuccessful, either Party may present the dispute for resolution to the Commission and may pursue all other remedies available in law or equity.

#### **10. Other Objections to Use or Disclosure**

Nothing in this Nondisclosure Agreement shall be construed as limiting the right of a Party to object to the use or disclosure of Protected Materials on any legal ground, including relevance or privilege.

#### **11. Remedies**

Any violation of this Nondisclosure Agreement shall constitute a violation of an order of the Commission. Notwithstanding the foregoing, the Parties reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

#### **12. Withdrawal of Designation**

IOU may agree at any time to remove the “Protected Materials” designation from any materials if, in its opinion, confidentiality protection is no longer required. In such a case, IOU will notify all BSC IWG Members that IOU has agreed to withdraw its designation of Protected Materials for specific documents or material.

**13. Modification**

This Nondisclosure Agreement shall remain in effect unless and until it is modified or terminated by written agreement of the Parties or by order of the Commission. The Parties agree that modifications to this Nondisclosure Agreement may become necessary, and they further agree to work cooperatively to devise and implement such modifications in as timely a manner as possible. Each Party governed by this Nondisclosure Agreement has the right to seek modifications in it as appropriate from the Commission.

**14. Interpretation**

Headings are for convenience only and may not be used to restrict the scope of this Nondisclosure Agreement.

**BSC IWG MEMBER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Date: \_\_\_\_\_

**IOU**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Representing: \_\_\_\_\_  
Date: \_\_\_\_\_

## Appendix A : BSC IWG Nondisclosure Certificate

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Nondisclosure Agreement between \_\_\_\_\_ (BSC IWG Member Name) and \_\_\_\_\_ (IOU Name), that I have been given a copy of and have read the Nondisclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Nondisclosure Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the California Public Utilities Commission.

Signed: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Dated: \_\_\_\_\_