

# Redwood Coast Energy Authority

## REQUEST FOR PROPOSALS RFP 20-607

Energy Efficiency Program Reporting

**Date Issued:**  
**June 15, 2019**

### **Redwood Coast Energy Authority Contact:**

Patricia Terry  
Redwood Coast Energy Authority  
633 Third St, Eureka, CA 95501

Cell Phone: 707-382-2098  
Email: [pterry@redwoodenergy.org](mailto:pterry@redwoodenergy.org)

Pre-Proposal Conference on Thursday, June 18, 2020 at 2:00 p.m.

**Proposals Due on Tuesday, July 7, 2020 by 2:30 p.m.**

**\*Only E-mailed Proposals Will Be Accepted**  
**Proposals must be submitted electronically to: [pterry@redwoodenergy.org](mailto:pterry@redwoodenergy.org)**

# REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSALS

## I. INTRODUCTION

Redwood Coast Energy Authority (RCEA) is a Joint Powers Agency whose members include local governments in Humboldt County. RCEA is also a Community Choice Aggregator (CCA) serving customers in Humboldt County. The purpose of the Redwood Coast Energy Authority is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient, and renewable resources available in the region.

RCEA has been an implementer of energy efficiency programs in Humboldt County since 2003, including a Local Government Partnership with Pacific Gas & Electric Company (PG&E) and several customer programs funded by the CCA. In May of 2020, RCEA also became a Program Administrator for two ratepayer-funded Energy Efficiency Programs.

## II. OVERVIEW

RCEA solicits proposals responsive to this Request for Qualifications/Request for Proposals from interested professional services consultants (Respondents) to support RCEA's ratepayer funded Energy Efficiency resource program with reporting to the California Public Utilities Commission (CPUC). Please note that RCEA has elected Program Administrator status, similarly to Lancaster Choice Energy (LCE). RCEA is required to file an Annual Budget Filing but is not required to file an Annual Budget Advice Letter. Initial support will be for the 2021 budget filing and quarterly reporting for the first 12 months of the program. Additional support may be identified as the programs develop and those tasks will be added through a change order process. A brief overview of the program budgets and expected number of projects is included in Appendix B.

RCEA may, at its sole discretion withdraw this Request for Proposals at any time, and/or reject any or all proposals submitted without awarding a contract. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal. All documents submitted in response to this Request will become the property of RCEA upon submittal and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws.

The successful respondent, if any, will enter into an agreement for services based on RCEA's Standard Professional Services Agreement, attached hereto as Appendix A for information purposes only. Proof of applicable insurance coverage will be required. RCEA will select a respondent(s) with whom RCEA staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by RCEA of all terms of the proposal, which may be subject to further negotiations and approvals before RCEA may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, RCEA, in its sole discretion, may terminate negotiations with the highest ranked respondent(s) and begin contract negotiations with the next highest ranked respondent(s).

## III. STATEMENT OF WORK

The scope of services provided by the selected respondent shall include tasks required for CPUC reporting of our Energy Efficiency resource program through the Elect to Administer pathway and to create a cost-effective portfolio for implementation.

### Base Proposal:

1. In the kick-off year, assist RCEA with proper data collection to ensure compliance with CPUC reporting and EM&V requirements.

## RFP For Energy Efficiency Program Reporting

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2. Review budget filings drafted by RCEA and assist with submission. In the first implementation year, there will be one budget filing due September 1, 2020.
  - a. Support data entry for new measures not in the original CET inputs from Advice Letter 004-E-C, including fuel substitution measures.
  - b. Review data, inputs, specifications and workpapers for compliance with CPUC requirements and cost effectiveness.
3. Quarterly:
  - a. Review RCEA's current measure portfolio and CET inputs and provide feedback related to cost-effectiveness and data entry.
  - b. Review quarterly claims and assist with submission
4. Provide RCEA updates on new workpapers, cost-effective active measures and fuel substitution measures.

### Additive Alternate A:

In addition to items (1) through (4) above, also prepare the data for submission to the CPUC. The consultant will be given specific project and financial data collected by RCEA in the desired format and will be required to prepare the submissions for the 2021 Budget Filing and Quarterly claims.

### Additive Alternate B:

Review monthly report data for submission to the CPUC.

## IV. SCHEDULE

RFP Process	June 15 – July 17, 2020
Pre-Proposal Conference	Thursday, June 18, 2020 at 2:00 p.m.
Questions due	June 24, 2020 by 5:00 p.m.
Answer posted	June 26, 2020 by 5:00 p.m.
<b>Proposals Due By</b>	<b>Tuesday, July 7, 2020 by 2:30 p.m.</b>
RFP Review	July 7 - July 14, 2020
Interviews/Contract Negotiations	July 15 – July 17, 2020
<b>Contract Award Date</b>	<b>Thursday, July 23, 2019</b>
Kick-off Meeting	Week of July 27, 2020
Implementation	Aug 3, 2020 – July 1, 2021
Potential Continued Implementation	July 1, 2021 – June 30, 2023

## V. SUBMISSION REQUIREMENTS

Each proposal submitted to RCEA shall be in accordance with the following instructions and requirements:

1. Each Bid shall be submitted to the Redwood Coast Energy Authority no later than **2:30 p.m. on Tuesday, July 7, 2020 by e-mail:**
  - To: [perry@redwoodenergy.org](mailto:perry@redwoodenergy.org)
  - CC: [mbithell@redwoodenergy.org](mailto:mbithell@redwoodenergy.org)
  - Subject Line: RFP 20-607
2. Only e-mailed proposals will be accepted. We strongly recommend e-mailing proposals before the deadline time, as server delays may lead to late submissions.
3. A pre-proposal conference will be held using Zoom on Thursday, June 8<sup>th</sup> and 2:00 p.m. The link for attendance is here: <https://us02web.zoom.us/j/89386742347>

## RFP For Energy Efficiency Program Reporting

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If any technical issues are encountered when joining, please call 707-382-2098.

Attendance is not required to submit a proposal but is strongly recommended to ensure a thorough understanding of the scope of work.

4. Any questions of clarifications related to the content of the RFP must be submitted to [pterry@redwoodenergy.org](mailto:pterry@redwoodenergy.org) via an RFI no later than **June 24, 2020 at 5pm.**
5. Proposals must include the following (2) sections.
  1. **Specific Qualifications**
    - a. Name, address, contact numbers, email.
    - b. Description of experience with CPUC reporting for Program Administrators (PA) including experience with PAs on the Elect to Administer pathway.
    - c. Describe turnaround time for deliverables.
  2. **Price Proposal**
    - a. Fee schedule
    - b. Not-to-Exceed amount for the base scope of work described in the first year of the contract (July 24, 2020 through July 1, 2021).
    - c. Not-to-Exceed amount for the additional cost for Additive Alternate A.
    - d. Not-to-Exceed amount for the additional cost for Additive Alternate B.
  3. **Respondents that are pre-qualified through RFQ 19-601 are only required to submit the above items and no further information is requested.**

- *Answer all questions or state “N/A” if not applicable.*
- *Please number and re-state each subheading or question, followed by your response. This improves clarity and makes it much easier to evaluate your response.*

## VI. EVALUATION CRITERIA

All Proposals received by the specified deadline will be reviewed by the RCEA staff for completeness, content, experience, and cost. For the firms deemed most qualified, further evaluations and interviews may be conducted. RCEA reserves the right to select the firm whose qualifications, in RCEA’s sole judgement, best meet the needs of the program.

The following criteria, listed in no particular order of importance, will be used to select the firm for the above described work.

- Firm experience
- Ability to comply with schedule and budget
- Reasonableness of fees

# APPENDIX A: Professional Services Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE REDWOOD COAST ENERGY AUTHORITY AND

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This Agreement is made and entered into by and between the Redwood Coast Energy Authority (“RCEA”), a Joint Powers Authority, and \_\_\_\_\_, (“CONSULTANT”), a \_\_\_\_\_ . RCEA and CONSULTANT are hereinafter also referred to collectively as the “Parties” and individually as a “Party”. This Agreement is effective \_\_\_\_\_.

### RECITALS

**WHEREAS**, -----;

**WHEREAS**, CONSULTANT has the demonstrated qualifications, skills and training necessary to perform the services needed by RCEA, and RCEA desires to retain CONSULTANT to complete the said services based on the terms and conditions below.

**NOW, THEREFORE**, based on the conditions recited herein and made a material part hereof, the Parties agree as follows:

#### 1. Scope of Services.

1.1 Services Defined. CONSULTANT agrees to perform the services as set out in Exhibit A, “Scope of Work” attached hereto and incorporated by reference (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1 - 26 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -26 shall control over those in Exhibit A.

1.2 Special Conditions. Consultant shall comply with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

  X   Special Conditions                      \_\_\_\_\_ No Special Conditions

1.3 Materials and Equipment. Consultant shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing Services excepting those items specifically identified in Exhibit A.

2. **Term.** Services by Consultant shall commence upon full execution of this Agreement by both parties. Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.

3. **Compensation.** CONSULTANT shall be paid for Services on a time and materials basis, based on the rate and budget attached hereto and incorporated herein as Exhibit B, “Compensation” for a maximum amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

4. **Payment.** CONSULTANT shall submit invoices no more frequently than monthly and the final

bill upon completion of Services. Invoices shall contain a time summary of work performed by each person for whom charges are billed. Invoices shall be sent to RCEA, 633 3rd Street, Eureka, CA 95501, Attention: Accounting, or emailed to [accounting@redwoodenergy.org](mailto:accounting@redwoodenergy.org). If RCEA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. RCEA may withhold all or any portion of the funds provided for by this Agreement in the event that the CONSULTANT has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the CONSULTANT fails to maintain reasonable progress toward completion of the Services or any component thereof. RCEA shall make payment to CONSULTANT within thirty (30) working days after approval of the invoice.

5. **Standard of Care.** The standard of care for all professional Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
6. **Hold Harmless and Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify RCEA, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, not to exceed CONSULTANT'S proportionate percentage of fault.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless RCEA and its board, committees, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-contractors or any entity or individual for which CONSULTANT shall bear legal liability in the performance of professional services under this Agreement.

CONSULTANT's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement

7. **Insurance.** CONSULTANT agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement and all additional terms set forth in Exhibit D "Special Insurance Conditions," if any are so required [*check applicable box, below*]. Failure to maintain the required insurance shall be grounds for termination of this Agreement.

\_\_\_\_\_ Special Insurance Conditions      \_\_\_\_\_ No Special Insurance Conditions

- 7.1 All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the CONSULTANT'S insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Upon request, CONSULTANT shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA. In the event CONSULTANT subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.
- 7.2 Workers' Compensation and Employers' Liability Insurance: CONSULTANT shall provide Workers' Compensation and Employers' Liability insurance for CONSULTANT's employees and agents to the extent required by law.
- 7.3 Commercial General Liability: CONSULTANT shall maintain \$1 million minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
- 7.4 Business Auto: If applicable, CONSULTANT shall maintain \$1 million minimum business automobile insurance coverage.
- 7.5 Professional or Errors and Omissions Insurance. CONSULTANT shall maintain such Professional or Errors and Omissions Insurance as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by CONSULTANT or by anyone employed by CONSULTANT to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.
- 7.6 Insurance Reductions, Waivers. RCEA may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for RCEA, and the financial capability of CONSULTANT to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.
8. **Independent Consultant Status**. CONSULTANT shall perform all Services as an independent contractor. No person performing any of the Services shall be considered an officer, agent, servant or employee of RCEA, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of RCEA. CONSULTANT shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or

joint venture between RCEA and CONSULTANT.

9. **Assignment.** Neither party shall assign its obligations under this Agreement without the prior written consent of the other, except that CONSULTANT may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
10. **Subcontracting.** The CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any sub-contract work identified herein. If CONSULTANT shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such sub-contractor, and CONSULTANT shall be liable hereunder for all acts and negligence of the subcontractor.
11. **Books of Record and Audit Provisions.** The CONSULTANT shall maintain on a current basis complete books and records relating to this Agreement. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition, the CONSULTANT shall maintain detailed payroll records. These documents and records shall be retained for at least five years from the completion of this Agreement. The CONSULTANT will permit RCEA to audit all books, accounts or records relating to this Agreement.
12. **Document Submission and Title to Documents.** CONSULTANT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and intellectual property produced in the performance of this Agreement is considered work made for hire and shall be the property of RCEA upon delivery. RCEA may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
13. **Confidentiality.** CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.
14. **Nondiscriminatory Employment.** CONSULTANT shall not discriminate against any employee or application for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
15. **Entirety of Contract.** This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.
16. **Amendment.** No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
17. **Suspension, Termination**



17.1 **Suspension.** At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to CONSULTANT. In such event, CONSULTANT shall perform no additional Services under this Agreement until RCEA has provided written notice to CONSULTANT to re-commence Services.

17.2 **Termination.** This Agreement may be canceled at any time by RCEA at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after such date. CONSULTANT will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of RCEA upon the date to cease work.

18. **Designation of Representative.** CONSULTANT and RCEA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either Party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other Party.

19. **Notices**

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

Notices shall be given to RCEA at the following address:

Lori Biondini, Director of Business Development and Planning  
Redwood Coast Energy Authority  
633 3rd Street  
Eureka, CA 95501

Notices shall be given to CONSULTANT at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **Compliance with Applicable Laws.** The CONSULTANT shall comply with any and all applicable federal, state and local laws affecting the Services covered by this Agreement.

21. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

22. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

23. **Severability.** If any paragraph, section, sentence, clause or phrase contained in this Agreement

shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

- 24. **Waiver**. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.
- 25. **Authority**. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
- 26. **Counterpart Signatures**. This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date and year first hereinabove written.

**RCEA:**

**CONSULTANT:**

\_\_\_\_\_  
Matthew Marshall, Executive Director  
Redwood Coast Energy Authority  
Date: \_\_\_\_\_

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

**EXHIBIT A: SCOPE OF WORK**

**EXHIBIT B: COMPENSATION**

## **EXHIBIT C: SPECIAL CONDITIONS**

CONSULTANT will coordinate with RCEA staff to complete all necessary training and agreement requirements prior to gaining access to RCEA facilities, equipment, and sensitive data needed to perform these services.

**EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS**  
*[attach if applicable]*

## APPENDIX B: Program Information

### Program Budgets

#### **Non-Residential Direct Install**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Administration	\$33,000	\$33,000	\$33,000	\$99,000
Marketing and Outreach	\$20,000	\$20,000	\$20,000	\$60,000
DI Non-Incentive	\$334,450	\$334,450	\$334,450	\$1,003,350
Incentive	\$122,835	\$122,835	\$122,835	\$368,506
EM&V	\$12,000	\$12,000	\$12,000	\$36,000
Total Budget	\$522,285	\$522,285	\$522,285	\$1,566,856

#### **Residential Direct Install**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
Administration	\$11,000	\$11,000	\$11,000	\$33,000
Marketing and Outreach	\$10,000	\$10,000	\$10,000	\$30,000
DI Non-Incentive	\$71,850	\$71,850	\$71,850	\$215,550
Incentive	\$13,332	\$13,332	\$13,332	\$39,996
EM&V	\$3,750	\$3,750	\$3,750	\$11,250
Total Budget	\$109,932	\$109,932	\$109,932	\$329,796

Years 2 and 3 are projections. It is assumed that the portfolio and associated budgets may shift as programmatic drivers and restrictors change over time.

### Estimated number of projects

In the first 12 months of the program, RCEA has proposed 637 unique deemed measure installations and 18 categories of calculated lighting measures for the non-residential program. Many of these measures will be bundled into a single site visit and the proposed number of projects is forecasted at 300.

In the first 12 months of the program, RCEA has proposed 475 unique measure installations for the residential program. Many of these measures will be bundled into a single site visit and the proposed number of projects is forecasted at 150.