

REQUEST FOR PROPOSAL

Installation Contractor Partner - Refrigeration

RFP 22-203



Redwood Coast Energy Authority

December 27, 2022

Responses to RFP due by 3:00 pm PDT on
Tuesday, January 17, 2023 via e-mail to:

pterry@redwoodenergy.org

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I. BACKGROUND

The Redwood Coast Energy Authority (“RCEA”) is a Joint Powers Agency whose members include local governments in Humboldt County. Since 2017, RCEA has also been 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. Our current Demand Side Management (DSM) programs include a partnership with Pacific Gas & Electric Company (PG&E), several customer programs funded by the CCA, and ratepayer-funded energy efficiency programs described below. RCEA administers programs serving over 55,000 customers in Humboldt County. In May of 2020, RCEA became a Program Administrator for Energy Efficiency programs using California Public Utilities Commission (CPUC) ratepayer funds. Current programs include a Non-Residential Direct Install incentive program and rebates for both Non-Residential and Residential equipment. RFP 22-203 pertains primarily to RCEA’s Non-Residential Direct Install program.

NON-RESIDENTIAL DIRECT INSTALL PROGRAM OVERVIEW

The Non-Residential Direct Install (DI) program (“Program”) will assist customers with installations of energy efficient equipment either at reduced-cost or no-cost. RCEA staff will perform energy assessments for RCEA electricity customers (“Customer”) and present a proposal with identified energy measures, including energy, greenhouse gas, and cost savings, estimated project cost, and incentive estimates. The Customer may then choose to move ahead with installation of the measures using the RCEA Installation Contractor Partner (“Contractor”) or their own contractor. For the Partner Contractor installation pathway established through RFP 22-203, RCEA will assign the incentive amount directly to the Contractor as a partial project payment on behalf of the Customer and any remaining costs will be paid by the Customer as a co-pay. The Contractor will invoice RCEA for the incentive portion of the project cost thereby lowering the Customer’s upfront cost. This program has been operational since July 1, 2020 and began offering services to the public in April of 2021. The program will end enrollment on June 30, 2023 but will continue completing projects until December 31, 2023.

II. OVERVIEW

To bring more energy efficiency services to the community through the Non-Residential Direct Install program, RCEA requires a partnership with a local contractor to install Refrigeration measures.

Including, but not limited to:

- Self-Contained Commercial Refrigerators, Freezers, or Ice Machines
- Refrigerated Display Cases
- Anti-Sweat Heater Controls
- Refrigerated Display Case Doors with No Anti-Sweat Heaters
- ECM Fan Motor Retrofits for Refrigerated display Case or Walk-In Cooler or Freezer
- Auto Closer for Walk-In Storage Door
- Bare Suction Line Insulation
- Floating Head Pressure Controls
- Floating Suction Controls for Multiplex Refrigeration
- Compressor Retrofits for Multiplex Refrigeration

RCEA may be willing to partner with Contractors able to install some, but not all the above measures.

Projects with other technologies beyond refrigeration may also be included in this partnership and will be offered to the Contractor for installation.

Benefits to the Contractor will include direct project assignment, co-marketing, and training on Program outreach and Program reporting requirements. The expectations of the partnership include an agreed upon pricing model that can be used to provide quotes to customers receiving assessments, adherence to the program guidelines and reporting requirements, and prompt turnaround times for installation. Other services provided by the contractor include marketing the Program to the community and training RCEA staff on assessment techniques to provide accurate project cost estimates. Both RCEA and the Contractor will contribute to lead generation.

RCEA is seeking to enter into a 1-year professional services agreement with a Contractor who will provide the installation and related services. The Contractor will be assigned qualified installation projects, marketing and outreach support, and a fee to cover administrative costs and priority access to the Contractor's schedule. The agreement may be extended to future program years if agreed upon by both parties. RCEA may, where it may serve the agency's best interest, enter into contract with more than one contractor and divide assignment based on job type, geography, market segment, or other metrics.

Respondents will provide proposals for the services described in detail in the following sections.

III. PROGRAM PROCESSES

A. PROGRAM CYCLE

RCEA will perform most activities associated with the Program cycle. The Program staff will perform marketing and outreach, pre-qualify participating customers, evaluate energy efficiency opportunities, present proposals for energy projects, convey all program requirements, and provide all program forms.

B. ENERGY PROJECT PROPOSALS

The Energy Project Proposal will be prepared by RCEA and presented to the Customer. The Proposal will include but not be limited to the following:

- Proposed measures for installation
- Energy savings estimates
- Installation cost estimates
- Incentive/Rebate estimates

Cost estimates will be based on a price list established in collaboration with the Contractor. RCEA encourages continued communication to ensure the price list remains current and accurate.

C. PROJECT ASSIGNMENT

Once a customer has expressed a desire to move forward with the proposed project, the Contractor will be informed of the project scope of work and Customer information. The Contractor will go into contract with the Customer for the project. The Contractor must provide priority scheduling for these projects and must complete the installation within 90 days of being given the project information.

D. REPORTING

After project installation is complete, the Contractor will provide Program documentation for RCEA staff. The Reporting requirements are detailed in the Scope of Services below.

E. ADDITIONAL SERVICES

Contractors with additional skills may provide the following value-add services:

- Refrigeration assessments

- Access to financing options for customers:
 - Go Green Financing
 - PG&E On-Bill Financing
- Installation of non-incentivized measures, such as:
 - Strip Curtains
 - Door gaskets
 - New walk-in doors

IV. SCOPE OF SERVICES

The services provided by the Contractor shall include:

- A. Pricing** – The Contractor shall provide a pricing model to be used by RCEA staff for quoting installation costs to Customers as part of their Energy Project Proposal.
1. A sample of the measures for the price list is included in Appendix A and the proposal will include a bid for pricing on those items. Additional items will be negotiated during the contract period.
 2. The Contractor shall provide minimal training to the RCEA Staff to provide them with the information to identify opportunities and produce a reasonable installation cost estimate for the Customer.
 3. The Contractor shall adhere to the pricing provided for at least 90 days after a proposal is presented to a customer.
 4. Changes to the price list will be allowable once per quarter with substantiation of increases to material, tool, or labor costs.
- B. Installation Services** – The Contractor shall install the measures in the Proposal.
1. The installation agreement will be between the Customer and the Contractor. RCEA will not be a party to the installation contract.
 2. Installation should be completed within a reasonable timeframe after the Customer signs their Incentive Reservation Form and commits to the project. RCEA recommends installation completion within 90 days, however the proposer may submit alternative time frames in their proposal.
 3. Equipment and materials for the installation will be purchased by the Contractor. All incentivized equipment must meet program requirements. All tools and equipment will be furnished by the Contractor.
 4. If a proposed efficiency measure leads to a situation where the technology cannot be retrofitted, replaced, or handled without damaging it, or for any other reason the retrofit is not deemed viable, the Contractor will leave the existing conditions as is and notify the Customer and the Project Manager to reassess retrofit options. The Contractor will issue a Change Order to the Customer, if necessary.
- C. Adhere to Program Requirements**
1. RCEA will designate an Energy Technician or Project Manager (“Project Manager”) to oversee each project. The Contractor must be in communication with the Project Manager to ensure program requirements are met. The Contractor should notify the Project Manager of:

- The installation schedule.
 - Any changes to the scope or cost of the project.
 - Any callbacks regarding the project.
2. In the case that the program or Customer has questions, the Contractor is required to respond in a timely fashion. Responses to inquiries shall be given within two (2) business days. A response means that person-to-person communication shall be attempted. If the information needed is not available on short notice, the parties shall agree upon a reasonable time when a full response is to be expected. If information is available on short notice, it shall be delivered by a mutually agreed upon method (telephone call, voice mail, e-mail, etc.).
 3. Measures will be installed to the specifications in the Proposal. Any changes to the specifications must be approved in advance by the Project Manager.
 4. All installed equipment must be new, meet all the specifications in the Project Proposal, and be listed on Energy Star or other qualified product list as specified by the Program.
 5. For each installation, the Contractor shall provide to RCEA all manufacturer and model numbers of proposed equipment prior to installation. The program will use this information to ensure the product is eligible for incentives. The equipment list must be approved by the Project Manager before installation.
 6. Projects may be inspected by RCEA. For projects not passing site inspection, RCEA will issue a list of installation corrections (“Punch List”) identifying the causes, areas, and actions needed for project completion.
 7. Installation corrections required to address the Punch List shall be performed within ten (10) business days. If the Contractor is unable to undertake corrective actions within ten (10) business days, the Contractor shall deliver, in writing, reasons for the delay.
 8. The Contractor shall invoice the Customer for the project cost less the incentive amount. The Contractor will provide a copy of the Customer invoice for RCEA’s reporting purposes. Both invoices should reflect the dollar amounts agreed upon by the Customer and Contractor. Incentive dollars are payable to the Contractor within 30 days after the Project Manager has certified the project completion.
 9. Project costs must be broken out by materials and labor for each unique measure.
 10. No Double Dipping: The Contractor cannot access incentives or rebates from any other California ratepayer-funded energy efficiency programs while also receiving an incentive payment from RCEA’s Direct Install program. For example, the installed product receiving an RCEA incentive cannot also be discounted by the manufacturer using a PG&E upstream rebate.

D. Standard of Services

The Contractor will:

1. Install materials in accordance with manufacturer requirements,
2. Conform to all Federal, State, and local permitting and code requirements,
3. Ensure all applicable permits have been obtained,
4. Be solely responsible for damage and/or cleaning costs associated with work performed,
5. Provide all labor, materials, tools, equipment, and services required to complete the project as specified,
6. Be responsible for the cost of all items required for a complete and operating system,

7. Cover merchandise, food and dry goods, furniture, equipment, and all other participating customer property to protect against damage, dust, and dirt during installations,
8. Protect surrounding areas against smudges and dirt,
9. Clean and restore work areas to their initial condition at the end of each work period,
10. Keep the work area clean,
11. Keep access to all areas of each building clear,
12. Move and replace furniture, files, machines, and equipment during construction,
13. Minimize interference to occupants,
14. Interrupt building services only after obtaining the participating Customer's approval and schedule.

E. Reporting – The Contractor shall provide all documentation as required by the program.

1. Documents should be signed and returned within two (2) business days.
2. The documentation may include:
 - Completion and Acceptance Certificate.
 - Invoices.
 - Product Specification sheets.
 - Pictures of existing equipment specifications/ nameplates.
3. Invoices must include the make, model, and part numbers for all installed equipment qualifying for the incentive.
4. Costs must be broken out between measures and by materials, labor, and other costs. These costs can be reported directly to RCEA and do not need to be broken out on the Customer invoice.

F. Deliverables to the Customer

1. A final equipment list documenting the project as built, including manufacturer, model number, and final quantities of each piece of equipment installed.
2. Warranty information for all equipment installed including information and forms necessary for making warranty requests for all equipment installed and that the participating Customer pre-register for warranties where applicable.
3. User manuals for all applicable equipment installed if available (e.g. occupancy sensors, exit signs, controls, special ballasts, fixtures etc.),
4. An invoice provided to the participating Customer for the total agreed upon cost of the project less the incentive.

G. Priority Access to schedule – The Contractor shall grant RCEA projects priority scheduling in order to meet the requirement for a reasonable turnaround time for installation of 90 days, or another timeline as proposed.

H. SPECIAL CONDITIONS

The following conditions will be included in Exhibit C “Special Conditions” of the professional services agreement with the Contractor.

1. Co-Marketing and Customer Messaging

RCEA encourages Contractor to contribute to lead generation. Contractor must receive RCEA approval on all co-marketing materials before being distributed. RCEA will list

Contractor as RCEA's Non-Residential Direct Install program contractor on RCEA's website and other promotional materials.

Contractor will present themselves as a Contractor of RCEA's Non-Residential Direct Install program and not as an RCEA employee or staff. Contractor will defer to RCEA for all program questions, determination of customer eligibility and measure eligibility, and determination of customer's incentive estimate. Contractor will not represent RCEA in any other capacity.

Any co-marketing materials created by the Contractor must first be submitted to RCEA along with a description of the proposed intended use(s) for RCEA's approval, to be made in its sole and absolute discretion, prior to any use of such co-marketing materials. RCEA shall provide written approval, proposed modification, or objection to the proposed use of the co-marketing materials within fifteen business days of receipt of such submission by the Contractor. Contractor shall abide by RCEA's logo and branding guidelines when creating content referencing RCEA or using the RCEA logo.

2. **Call Backs**

Should the Customer need to call back the Contractor for any issue regarding the installation under this program (e.g., warranty), the Customer and/or Project Manager will contact the Contractor with specific details.

The Contractor will contact the participating Customer by the procedures given in section IV.C.2. of this document and resolve the call back issue within ten (10) business days unless the problem interrupts the participating Customer's normal business operations (in the case of non-residential projects) or presents a health and safety threat, in which case the correction shall be made immediately.

3. **Complaints**

Any issues between the Contractor and the Customer that cannot be resolved between them shall be presented to the Program Manager in written form for resolution. Should the resolution presented by the Program Manager be unacceptable, the Contractor may choose not to continue participation in the program. Contractor shall agree to comply with the Program Manager's decision on any claim or may be subject to the suspension or termination terms of the contract.

4. **Safety**

The Contractor will observe and comply with all applicable laws, ordinances, codes, and regulations including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations.

All services performed by the Contractor must be in accordance with these laws, ordinances, codes, and regulations.

V. **REQUIRED QUALIFICATIONS**

The following qualifications are required for the firm providing the services:

- C-38 or B-General License
- Current DIR Registration or ability to become registered with the DIR
- Ability to meet all requirements including the insurance requirements listed in the Professional Services Agreement in Appendix C below.

VI. PROPOSAL PROCESS

A. SCHEDULE

RFP Process	December 27, 2022 to January 30, 2023
RFP Released	December 27, 2022
Deadline to Submit Questions and RFIs	January 6, 2023 by 12:00 pm PDT
Distribution of Answers and Clarification	January 9, 2023 by 5:00 pm PDT
Proposals Due	3:00 PM PDT, Tuesday, January 17, 2023
Anticipated Notice of Recommendation for preferred proposal	January 23, 2023
RFP Award Date by RCEA	January 26, 2023
Anticipated Contract approval and start date	January 30, 2023

Any changes to the schedule above will be issued as an addendum to the Request for Proposals.

B. QUESTIONS AND REQUESTS FOR INFORMATION (RFI)

RCEA requires Proposers to submit all questions and requests for information (RFIs) in writing via e-mail to pterry@redwoodenergy.org. The deadline for submitting written questions and RFIs will be Friday, January 6th, 2023 by 12:00 pm PDT. Questions submitted after this time may not receive a response.

C. CORRESPONDENCE AND SUBMISSION

Proposers shall submit all correspondence, questions, and the proposal to the following contact individual:

Patricia Terry, Senior Project Manager
E-mail: pterry@redwoodenergy.org
Subject Line: RFP 22-203
Cell Phone: 707-382-2098

Any correspondence by mail will experience delays and should not be used for proposal submission. Only e-mailed proposals will be accepted. RCEA recommends submitting proposals by e-mail before the deadline time, as server delays may lead to late responses.

VII. SUBMISSION REQUIREMENTS

Each proposal submitted to RCEA shall be in accordance with the following instructions and requirements and MUST INCLUDE THE FOLLOWING SECTIONS:

A. COVER LETTER

- Name of entity that would be the prime contractor and sign the agreement.
- Primary contact person
- Address, Telephone number and E-mail Address
- Entity's legal form (i.e. Sole Proprietor, Corporation)
- Statement that requirements in this RFP and any addenda have been reviewed
- Signature by an authorized signer of the proposing firm

B. QUALIFICATIONS:

- CSLB License Number(s) and list all CSLB Classifications that apply
- DIR Registration #, if applicable
- Other applicable certificates and licenses

C. EXPERIENCE: list at least three (3) refrigeration projects completed by the contractor within the past five (5) years, including:

- Project description
- Approximate size
- Location
- Date completed
- References
- Energy Efficiency Program experience

D. PROPOSED ADDITIONS OR ADJUSTMENTS TO THE SCOPE OF SERVICES:

The Scope of Services described above may be built upon. Any changes to the Scope of Services should be included in the proposal. Proposals should include additional and relevant services not specifically requested in this RFP if appropriate. Proposers are encouraged to provide cost-effective or beneficial alternatives.

If Contractor is interested in serving a particular technology set (Ex: Auto Door Closers Only) or Geographical Area (Ex: Southern Humboldt Only), the Proposal should include this information with as much detail as possible about the restrictions.

E. COST PROPOSAL:

Provide pricing for the following items:

1. Labor: Hourly rates for 2023
2. Priority Access Flat Fee: Provide a description of the requested fees required in order to access priority scheduling for RCEA projects and administration time. Fees should be applied to each tier based on the breakdown below:
 - Tier 1: Total project cost less than \$1,500
 - Tier 2: Total project cost \$1,501-\$5,000
 - Tier 3: Total project cost \$5,001-10,000
 - Tier 4: Total project cost \$10,001 and above
3. Price List: Provide a cost proposal for installation of the items listed in Appendix A – Unit Price List. For any measures on the unit price list attached that you are not willing to install or Labor Adders you are not requesting, please enter “NA” in the pricing column.

F. ANTI-COLLUSION STATEMENT

A sworn anti-collusion statement is included as Appendix B to this RFP and must be included as part of the proposal package. This certification is required as evidence if collusion or bid rigging is discovered at a later date. Collusion or bid rigging is grounds for cancellation of any contract that arises from this RFP as well as legal action by RCEA. Anyone with knowledge of possible bid rigging, collusion, or other fraudulent activities should report these activities to RCEA and/or the Department of Justice Antitrust Division’s Citizen Complaint Center at 1-888-647-3258 or antitrust.complaints@usdoj.gov.

G. CONFLICT OF INTEREST

All Proposers must disclose any contractual or personal relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a subcontractor or team participant included in the Proposer's response to this RFP, and RCEA or its Member Agencies, including any RCEA or Member Agency officer. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or any affiliate or subcontractor, and RCEA, its Member Agencies, including any RCEA or Member Agency officer, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. RCEA will make the final determination regarding the existence of a conflict of interest.

H. APPENDIX OF ADDITIONAL INFORMATION

Proposers may include any other relevant information, or value-added services in an appendix.

SUPPLY CHAIN DIVERSITY

Respondents that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to join the CPUC's Supplier Diversity Clearinghouse Program <http://www.thesupplierclearinghouse.com/>. This is voluntary and will not be used as a criterion for evaluation.

VIII. EVALUATION PROCESS

An evaluation committee will evaluate the proposals following the submission deadline. Qualified proposers will be invited for further evaluation through interviews and/or demonstrations of their existing products. RCEA reserves the right to select the proposal that, in RCEA's sole judgement, best meets the needs described in this RFP.

The following criteria, listed in no particular order of importance, will be used to select the firms for further evaluation:

- **Completeness of response submission** - Responses should respond to each of the items set forth in the RFP.
- **Experience and Qualification** - Evaluation of the qualifications, expertise, and overall experience of the organization as well as that of the personnel specifically assigned to provide the services requested.
- **Cost Proposal** – Evaluation of cost effectiveness based on respondent's cost proposal.
- **Availability** - Evaluation of the time schedule of the respondent to complete installations, and evaluation of the locations of offices and facilities from which the services are to be provided to RCEA.
- **Any other criteria RCEA deems relevant.**

The successful Proposer is expected to enter into a Professional Services Agreement with RCEA. There is no contractual agreement between the selected Proposer unless and until the RCEA Board or its designee, as applicable, accepts and signs the Agreement. A copy of the standard Professional Services Agreement is attached for review.

Once RCEA has selected a preferred Proposer RCEA will provide a draft Professional Services Agreement to the select Proposer which will be finalized and approved by RCEA and the selected Proposer by the anticipated date included in the RFP schedule. RCEA expects that the draft Agreement will be executed by the selected Proposer in substantially the same form as presented. Proposers may, if necessary, propose exceptions to the Agreement; exceptions must be accompanied by recommended alternative language, such that the alternative language is acceptable to RCEA.

RCEA reserves the right, in its sole discretion, to terminate contract negotiations at any time, rescind its selection of a particular Proposer and begin contract negotiations with another proposer.

IX. DEFINITIONS

Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

Change Order: Work that is either added to or deleted by the Contractor from the original scope of work of a contract between the Contractor and a Customer.

Customer: RCEA electricity account holder.

Co-Marketing: Joint marketing of the program between RCEA and Contractor.

Community Choice Aggregator (CCA): The public entity that procures electricity on behalf of the utility customer. RCEA is the CCA for Humboldt County. The CCA is commonly referred to as the Community Choice Energy (CCE) program.

Demand (kW) Savings: The amount of connected load (kW) saved, from the application of more efficient equipment.

Energy Savings: The amount of energy (kWh) saved from the application of more efficient equipment. Energy savings are determined, and incentive payments made, only for savings directly related to the measure being evaluated. Interactive effects are not included.

Incentives: Funds that are provided by RCEA to help offset the cost of implementing energy efficiency measures. Incentives are paid directly to the Contractor on behalf of the Customer.

Installation Contractor Partner (“Contractor”): An individual or business who possesses the appropriate certificates to perform installation services, including removal of inefficient equipment and/or installation of specified energy efficiency measures.

Invoice: The bill provided to the participating Customer for the total agreed upon cost of the project by the Installation Contractor Partner.

Measure: The installed energy efficient equipment that meets all program requirements.

Proposal: The project opportunity provided by RCEA to the Customer.

Customer Site: Any contiguous or adjacent property owned or occupied by the CCA Customer of record who is listed as the participating Customer on the Work Order.

Project: The installation of energy efficient measures at a participating Customer site.

Project Completion: The Project Manager’s certification that the project is completed as required, all deliverables have been received, and the project is ready for invoicing.

Punch List: The delivery of a “to-do” list to the Contractor from the program that itemizes un-completed items that will need to be addressed to prior to payment.

X. TERMS

RIGHTS OF RCEA

RCEA’s rights include, but are not limited to, the following:

- Reissuing or modifying the RFP, and or issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Withdrawing the RFP at any time during the procurement process.
- Requesting clarification or additional information from Proposers at any time during the procurement process.
- Execution of an Agreement or Agreements with the successful Proposer(s) on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.
- Rejection of any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of RCEA.
- Negotiating and entering into contract with more than one Proposer.
- Discontinuing negotiations after commencing negotiations with a selected Proposer if progress is unsatisfactory in the sole judgment of RCEA and commencing negotiations with another qualified Proposer.
- For up to one year from the proposal deadline, engaging in negotiations and subsequently contracting with any qualified Proposers in the event that the contract with the original selected Proposer is terminated.

CONSEQUENCE OF SUBMISSION OF PROPOSAL

Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of this RFP, Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, Proposer has read and understands the RFP and complied with every requirement.

Without exception, the proposal is premised upon performing and furnishing the services required by this RFP and as such means, methods, techniques as may be indicated or required by this RFP.

All responses shall remain valid for a period of not less than 120 days from the submission.

The submission of a proposal shall not be deemed an agreement between the Proposer and RCEA, and the following conditions apply:

- RCEA shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.
- Selection of consideration by RCEA obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against RCEA unless and until it is executed by the RCEA Board and the selected Proposer.

This RFP constitutes part of each response and includes the explanation of RCEA's needs, which must be met. This RFP and all materials submitted in response to this RFP will become the property of RCEA.

PROPOSAL COSTS

Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to RCEA. RCEA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with RCEA regardless of whether RCEA discontinues negotiations at any time or if negotiations result in a final Agreement.

PUBLIC NATURE OF PROPOSAL MATERIAL

All responses to this RFP, including proposals, pre-submittal, and post-submittal communications with RCEA, will become the exclusive property of RCEA. Proposals and communications with RCEA are subject to disclosure in accordance with the California Public Records Act (Cal. Government Code section 6250 et seq.).

If you believe that there are portions of your proposal which are exempt from disclosure under the Public Records Act, you must mark the pages and portions of your Proposal as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret, Government Code Section 6254(k)," or equivalent. In all cases the main, non-confidential sections of the proposal should contain adequate detail to characterize the Proposer's approach and qualifications without the need to reference information the Proposer believes to qualify for confidential treatment.

The Proposer is solely responsible for identifying and labeling any information contained within a proposal that may be subject to an exemption from public disclosure. Only those portions of a proposal which are actually exempt from disclosure under state law will be withheld from disclosure, regardless of whether labeled by the Proposer as exempt.

RCEA has determined that the public interest will be best served if proposals submitted in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals submitted during the RFP process will not be made available to other Proposers or the public earlier than the date on which RCEA's CCA Board Subcommittee issues to the RCEA Board a recommendation of a company or team for selection. At this time, all parts of all proposals are subject to public disclosure excepting those portions clearly labeled or marked by the Proposer as subject to non-disclosure pursuant to state law, provided such portions are exempt.

The RCEA Executive Director may in his sole discretion after consultation with RCEA legal counsel, defer public disclosure of any or all proposal contents until RCEA Board approval of a Service Agreement. In such event, Proposals (excepting those portions that are exempt from public disclosure pursuant to state law) shall be available for disclosure at the same time the final Professional Service Agreement is forwarded to the Board for approval.

Prior to the date on which the Board of Directors selects its preferred Proposer, RCEA will limit the release of Proposal contents as described above. If at any time during or after the selection process RCEA receives a request to review and/or copy materials submitted by any Proposer that they have marked as confidential, RCEA will decline release of those materials as set out above.

If the person submitting the request files a legal action against RCEA seeking its release, RCEA will notify the affected Proposer(s) and will not oppose a motion by such Proposer(s) to intervene in the action. The Proposer(s) must either intervene or agree to pay RCEA and its agent(s) legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the RCEA will have no obligation to defend the action and may release the information sought without any liability whatsoever.

BY SUBMITTING A PROPOSAL, PROPOSERS AGREE TO HOLD HARMLESS AND NOT SEEK DAMAGES AGAINST RCEA, ITS OFFICERS, EMPLOYEES AND AGENTS, OR ANY MEMBER GOVERNMENT OR RECOVERY OF ITS ATTORNEYS' FEES AS A RESULT OF ANY DISPUTE RELATED TO THE RELEASE OR WITHHOLDING OF INFORMATION SUBMITTED IN RESPONSE TO THIS RFP.

PROPOSER CODE OF CONDUCT

Proposers are required to adhere to the following Proposer Code of Conduct:

- No Proposer including any member of a proposal development team may engage in ex parte communications with RCEA staff, RCEA Board members, or elected officials of RCEA Member Governments;
- No Proposer including any member of a proposal development team may give any gift or monetary compensation to an RCEA Board member, RCEA staff member or agent, or proposal reviewers; and
- No Proposer including any member of a proposal development team may collaborate or discuss with other Proposers the content of the proposal or rates proposed, or otherwise collude with other parties submitting proposals, which shall be confirmed by the required Anti-Collusion Statement.

Failure to abide by the above will result in the proposal being disqualified.

NON-DISCRIMINATION

Proposers may not engage in any discriminatory hiring or employment practices and shall make personnel policies available to RCEA upon request. Proposers shall ensure equal employment

opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under any contract that may result from this submittal. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any contract that may result from this submittal.

ATTACHMENTS

1. APPENDIX A – UNIT PRICE LIST
2. APPENDIX B – NON-COLLUSION DECLARATION
3. APPENDIX C – PROFESSIONAL SERVICES AGREEMENT

APPENDIX A – UNIT PRICE LIST

REFRIGERATION MEASURES				
ID	Equipment Name	Description	Product Equivalency	Unit of Measure
1	Solid Door Reach-In Refrigerator	Provide and deliver Energy Star rated solid door reach-in refrigerator approx. 23 cubic feet. Ensure proper operation on site. Remove and dispose of any existing unit.	True T-23-HC or Equivalent	Per Unit
2	Solid Door Reach-In Freezer	Provide and deliver Energy Star rated solid door reach-in freezer approx. 23 cubic feet. Ensure proper operation on site. Remove and dispose of any existing unit.	True T-23F-HC or Equivalent	Per Unit
3	Ice Machine	Provide and deliver Energy Star rated Ice Machine, approx. 500-1000 lbs ice/day. Ensure proper operation on site. Remove and dispose of any existing unit.	Follet HCF1010RBS or equivalent	Per Unit
4	Refrigerated Display Case Doors with no Anti-Sweat Heaters	Remove existing doors with anti-sweat heaters; Install new doors with no anti-sweat heaters; ensure proper operation. Dispose of removed equipment.	Anthony Eliminator Renu Series or equivalent	Per Door
5	Auto-Door Closer for walk-in Cooler or Freezer	Install new auto-door closer on existing walk-in cooler or freezer door. Ensure proper operation.	Kason 1092 or equivalent	Per Door
6	Bare Suction Line Insulation for walk-in cooler	Insulate bare 7/8" suction line with at least 3/4" inch closed cell nitrile rubber with R-value equal or greater than R-3.2.		Per foot
7	ECM Retrofit for Walk-In Cooler	Remove existing motor in walk-in evaporator, install new ECM. Ensure proper operation. Dispose of removed equipment.		Per fan

2023 COSTS		
Equipment Costs	Labor Cost	Total Unit Cost

OTHER			
ID	Name	Description	Unit of Measure
8	Strip Curtain	Install strip curtain on walk-in entrance.	Per foot of door width
9	Door gaskets	Remove old gaskets, install new gaskets on display-case doors.	Per foot of gasket

2023 COSTS		
Equipment Costs	Labor Cost	Total Unit Cost

LABOR ADDERS			
ID	Name	Equipment Name	Unit of Measure
31	Prevailing Wage Adder	Percent adder to total project cost for prevailing wage	% of measure cost
34	Labor Adder: Access Low	Percent adder to total measure labor cost for access	% of measure cost
35	Labor Adder: Access Medium	Percent adder to total measure labor cost for access	% of measure cost
36	Labor Adder: Access High	Percent adder to total measure labor cost for access	% of measure cost
37	Scheduling Adder: Weeknights	Percent adder to total project labor cost for weeknight work (after 6pm)	Cost per hour
38	Scheduling Adder: Weekends	Percent adder to total project labor cost for weekend work	Cost per hour
39	Extended Travel Adder	Per day adder for travel to customer project sites: (A) North of Big Lagoon (B) East of Lord Ellis Summit/ Carlotta (C) South of Scotia. <i>Please address A, B, and C separately.</i>	Cost per day

APPLICABLE	2023 COSTS
Yes / No	Adder
A) B) C)	A) B) C)

APPENDIX B - NON-COLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

The undersigned declares:

I am the _____ of
_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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 is executed on _____ date, at
_____ city, _____ state.

Signature

APPENDIX C – PROFESSIONAL SERVICES AGREEMENT

(specimen only, not for execution)

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE REDWOOD COAST ENERGY AUTHORITY AND

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*]:

_____ 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 ap@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 have 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 Technology Professional Liability Errors and Omissions Insurance: CONSULTANT shall maintain Technology Professional Liability Errors and Omissions Insurance with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONSULTANT in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 7.6.1 The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of RCEA in the care, custody, or control of CONSULTANT. If not covered under CONSULTANT's liability policy, such "property" coverage of RCEA may be endorsed onto CONSULTANT's Cyber Liability Policy as covered property as follows:
- 7.6.1.1 Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of RCEA that will be in the care, custody, or control of CONSULTANT.

7.7 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:
 Lexie Fischer, Grants & Contracts Manager
 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: _____

ATTACHMENTS:

- **EXHIBIT A: SCOPE OF WORK**
- **EXHIBIT B: COMPENSATION**
- **EXHIBIT C: SPECIAL CONDITIONS**
- **EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS**