

# Request for Proposal (RFP) for Administrative Support Services for the Rural Regional Energy Network North

## RFP-24-601



**Redwood Coast Energy Authority**

**[www.RedwoodEnergy.org](http://www.RedwoodEnergy.org)**

Date Issued: August 29, 2024

Responses to this RFP due by 5:00pm PST on  
September 16, 2024 via email to  
[procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org)

# TABLE OF CONTENTS

- SECTION I – PROJECT INTRODUCTION AND OVERVIEW..... 3**
  - Introduction..... 3
  - Background ..... 3
  - Proposal Evaluation Schedule ..... 3
  - Evaluation And Selection Process..... 4
- SECTION II – PROPOSAL CONTENT REQUIREMENTS..... 4**
  - A. Executive Summary ..... 4
  - B. Company Information ..... 5
  - C. Statement of Qualifications ..... 5
  - D. Project Fee Proposal ..... 5
  - E. Additions, Deletions and/or Exceptions ..... 5
  - F. Other Requirements..... 6
- SECTION III – SCOPE OF WORK..... 8**
  - Task 1 – Regulatory and Reporting support ..... 8
  - Task 2 – Program Implementation Support ..... 8
  - Task 3 – Technical Program Support..... 9
  - Task 4 – Ad-Hoc Administration, Technical, and Regulatory Support..... 9
- EXHIBIT A – LIST OF SUBCONTRACTORS..... 1**
- EXHIBIT B – FIRM’S BUSINESS INFORMATION ..... 1**
- EXHIBIT C - STANDARD AGREEMENT..... 1**
- RECITALS ..... 1**
- EXHIBIT A: SCOPE OF WORK.....10**

# SECTION I – PROJECT INTRODUCTION AND OVERVIEW

## Introduction

The Redwood Coast Energy Authority is soliciting proposals from qualified firms to provide administrative support services related to the administrative processes associated with operating a Regional Energy Network (REN). RENs are authorized by the California Public Utilities Commission to use public purpose program funds paid by ratepayers to plan, administer, and implement energy efficiency programs independent from the IOUs.

## Background

The Redwood Coast Energy Authority (RCEA) was formed in 2003 as a Joint Powers Authority, a local government agency of the State of California. RCEA is governed by an eleven-member Board of Directors comprised of representatives from each of its member agencies, including the Blue Lake Rancheria, County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, the Humboldt Municipal Water District, and the Yurok Tribe.

RCEA’s mission 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. In 2017, RCEA became a community choice aggregator (CCA) and currently serves 93% of eligible electricity customers within its jurisdiction. RCEA has also administered and implemented many energy efficiency (EE) programs including as an Elect-to-Administer Program Administrator for CPUC ratepayers from 2020 to 2023 and through a Local Government Partnership (LGP) with PG&E.

Most recently, the Rural Regional Energy Network North (RuralREN North) is anticipated to be approved as described in the CPUC Proposed Decision (PD) issued on August 21, 2024. The RuralREN North programs will be implemented by RCEA along with three other partners, the Lake Area Planning Council (Lake APC), The Mendocino Council of Governments (MCOG), and the Sierra Business Council (SBC) in 17 counties. RCEA was designated as the Lead Administrator.

RCEA is seeking a qualified entity to provide services in support of RCEA’s Lead Administrator duties for the RuralREN North.

## Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Distribution of RFP	August 29, 2024
Deadline for questions	5:00pm, PST September 6, 2024
Responses to Written Questions Regarding RFP	September 10, 2024
Proposal Due Date	5:00pm, PST September 16, 2024
Firm Interviews, as needed	September 17-18
Contract Award at RCEA Board Meeting	September 26, 2024

## Evaluation And Selection Process

A committee will review, evaluate and rank each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP will be cause for eliminating the Proposer from further consideration.

The RCEA governing Board of Directors will award the contract based on the final rankings of the selection committee.

The committee may interview any or all Proposers. The evaluation criteria and weighting are as follows:

<b>Evaluation Criteria</b>	<b>Weight of Score</b>
Past performance and qualifications of the team members on portfolio administrative support services as specified in the Scope of Work.	30%
Capacity and availability of the assigned team to handle all aspects of the work.	10%
Knowledge and experience of CPUC regulatory compliance requirements for Energy Efficiency portfolios .	20%
Additions, Deletions and/or Exceptions taken to the Standard Agreement	10%
Cost and fees.	30%

## SECTION II – PROPOSAL CONTENT REQUIREMENTS

**At a minimum, the information described below must be included in the Proposal**

### A. Executive Summary

- General introduction to the firm and highlight of the team and approach.
- An understanding of the project and approach to accomplish the work in a timely and acceptable manner.
- A detailed description of the services to be provided based on the firm’s understanding of the project scope.
- A detailed work schedule for all work and time frame for items of work.
- Signed by company officer with authority to bind firm to contracts of the anticipated magnitude for the proposed work.
- A list of any professional relationships involving any other CPUC energy efficiency Portfolio Administrators and CPUC Energy Efficiency program implementers for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work.

## B. Company Information

- List of Subcontractors (see Exhibit A). Include a full description of the subcontractor's experience and personnel in the Statement of Qualifications.
- Firm's Business Information (see Exhibit B).
- A project organization and staffing chart.

## C. Statement of Qualifications

### Qualifications and Experience (Firm and Personnel)

- A description of the firm's expertise related to services requested and a full discussion of the company's recent experience directly related to CPUC funded energy efficiency programs and/or portfolios, program and/or portfolio administration, regulatory compliance, and reporting.
- Resumes of key team members who will perform this work that describe experience and qualifications, educational background, and skills.
- A summary of the qualifications and licenses held by key staff assigned to the project and an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in California.

### Availability

- A brief description of the firm's ability to meet RCEA's needs in a consistent and timely manner.

### References

- Three (3) former clients (local government clients preferred) for whom comparable services have been performed within the last five (5) years, with a description of the project(s), completion date(s), and approximate cost. Include the name, mailing address, telephone number, and email address of each referenced client's principal representative.

## D. Project Fee Proposal

- An annual not-to-exceed fee for each calendar year from 2024-2027, based on the services outlined in the Scope of Work.
- A fee schedule of hourly billable rates and percentage markup of reimbursable expenses. Include any anticipated fee escalations in the years 2025-2027.
- A detailed personnel-hour estimate by personnel classification for the major portions of the work broken down for each task as broken out in the scope of work.
- Fees for any subcontractors and any other non-labor fees associated with performing the work

The method of compensation shall be on a time and expense basis subject to a not-to-exceed amount to complete the tasks detailed in the Scope of Work over the four years of the contract. Proposed rates shall be effective for the term of the contract.

## E. Additions, Deletions and/or Exceptions

The successful Proposer will be expected to execute RCEA's Standard Agreement (attached as Exhibit C). The Proposer may note any additions, deletions and/or exceptions to the Standard

Agreement by listing on a separate page 1) the specific Standard Agreement provision proposed for revision, 2) the proposed revision, and 3) the reason for the proposed revision. Please note that proposing revisions to the Standard Agreement is strongly discouraged. If there are no proposed revisions, please note in the form: "There are none".

## F. Other Requirements

**Proposal Term.** RCEA reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.

**Standard Agreement.** Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal (Section II.E. Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.

**Requests for Information/Clarification.** Any questions as to the meaning of the Scope of Work and/or Technical Specifications or other pre-proposal documents must be directed to the RuralREN North Portfolio Manager, Patricia Terry, and submitted electronically to [procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org) with "RFP-23-602" in the subject line. Any and all such interpretations and any supplemental instructions will be detailed in an addendum and made publicly available no later than that date set forth in Table 1. Project Specific Dates. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.

**Rights Reserved.** RCEA reserves the right to reject any or all proposals, either separately or as a whole and to waive any informality, inconsistency or discrepancy from the RFP requirements in a proposal, which RCEA deems is minor and immaterial. Further, RCEA reserves the right to accept any proposal presented which it deems best suited to the interest of RCEA and is not bound to accept the lowest price.

**Costs and Ownership.** The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted shall become the property of RCEA.

**Confidentiality.** All proposals will be held in confidence until a contract with the successful proposer is executed or this RFP solicitation process is terminated by RCEA, whichever comes first. Thereafter, public disclosure of proposals is subject to the California Public Records Act ("PRA," Government Code §§ 7920.000). If a proposer believes any portion of their proposal is proprietary, they shall clearly mark each such page as confidential. RCEA will evaluate each claim that marked material is confidential under the PRA and make a determination in its sole discretion whether the material may be publicly disclosed.

**Supplier Clearinghouse and Labor Practices.** Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives, RCEA collects information regarding supplier diversity and labor practices from its contractors regarding past, current and/or planned efforts and policies. Pursuant to Public Utilities Code §§ 8281-8286 (through which the CPUC requires RCEA and its commission-regulated subsidiaries and affiliates to submit annual detailed and verifiable plans for increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement in all categories), respondents that execute a contract with RCEA will be required to complete a supplier diversity questionnaire at the time of execution, and/or periodically at later dates as specified by RCEA. Proposers that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's

Supplier Diversity Clearinghouse Program. This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the offer package will not impact the selection process or good standing of executed contracts.

**Discrepancies and Misunderstandings.** Firms must satisfy themselves by reasonable examination of the specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No firm will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of RCEA will be clarified by RCEA in writing prior to the submission of proposals.

**Proposer Licensing Requirements.** All Proposers and proposed subcontractors must be properly licensed in accordance with California Business and Professions Code and local law.

**Non-Collusion.** In submitting a response to this RFP, the Proposer declares that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of RCEA is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

## SECTION III – SCOPE OF WORK

The expected scope of work for the successful Proposer is as follows:

### Task 1 – Regulatory and Reporting support

- Advise on compliance with CPUC regulations.
- Assist with Revised Business Plan Tier 3 Advice Letter and filing.
- Support RCEA in participation in Joint PA Advice Letter process for Decision D.23-06-055 Ordering Paragraph (OP) 25 and OP 32.
- Support compliance with adequate Evaluation, Measurement, and Verification (EM&V) requirements as described in Decision D.23-06-055 Section 5.3.1.
- Assist with development and filing of Tier 3 Advice Letter to implement Integrated Demand Side Management IDSM measures.
- Coordinate and facilitate Joint Cooperation Memo (JCM) process with PG&E, before program launch and subsequent JCMs every two years.
- Assist RCEA with internal processes to support regulatory reporting such as data collection best practices and understanding reporting requirements.
- Assist with regulatory and financial reporting structures, development of templates and procedures.
- Assist with monthly, quarterly, and annual regulatory and financial reporting.
- Assist with mid-cycle advice letter and associated reporting tables and appendices.
- Assist with advice letter filings for fund shifting, new programs, or program closures, as needed.
- Assist with regulatory compliance based on current CPUC guidance
- Assist with preparation of a new Business Plan and for the 2028-2031 program cycle
- Other regulatory and reporting support as needed as directed by future CPUC guidance.

### Task 2 – Program Implementation Support

Assist RCEA with ensuring program development and implementation plans meet CPUC requirements. Support will include the following tasks:

- The review, revision, and submission of required Implementation Plans, based upon final CPUC-developed template in Appendix 4 of CPUC Decision 15-10-028;
- Provide requested input and feedback on RuralREN North-developed program narratives, including design, delivery channels, and evaluation, measurement and verification (EM&V) plans;
- Provide requested input and feedback on RuralREN North-developed program manuals and rules; and
- Review and provide feedback on adjustment to program metrics and targets. Lead efforts will include:
  - Adjusting/refining calculations for total system benefit (TSB), total resource cost (TRC) and program administrator cost (PAC) for resource programs and RuralREN North portfolio;
  - Developing program logic models and process flows;
  - Confirming appropriateness of applicable work papers, software tools, and other supports required to claim resource savings.



- Support program ramp down activities at the end of the four-year program cycle.

### Task 3 – Technical Program Support

- Advise RCEA on new measure packages and Custom Project or normalized metered energy consumption (NMEC) guideline revisions that directly impact program implementation and claims.
- Track dispositions, calculator updates, ex ante updates and database for energy efficient resources (DEER) updates that impact programs measures and offerings.
- Support the maintenance of a comprehensive list of active measures for implementation.
- Provide regular updates on fuel substitution measure packages and decarbonization efforts.
- Support launch of resource programs using NMEC methodology.
- Ad-hoc research and technical report related to implementation of programs.

### Task 4 – Ad-Hoc Administration, Technical, and Regulatory Support

Assist RCEA with administrative, technical and regulatory support based upon RuralREN North’s ongoing needs including the following tasks:

- Coordinate attendance at and report back to RuralREN North about the Reporting Peer Coordination Group (RPCG) meetings, Metrics Working Group meetings, and California Energy Efficiency Coordinating Committee (CAEECC) meetings.
- Attend other stakeholder workshops as needed.
- Assist with requests for proposals (RFPs)/requests for application (RFA) scope of work development and relevant research as well as prospective firm targeting. Some anticipated RFPs may include:
  - Database development for reporting, and
  - Technical support for NMEC-based program implementation and EM&V.
- Coordinate attendance with RuralREN North staff for EM&V RPCG meetings and report back to RuralREN North staff regarding meeting discussion and information, as needed.
- Assist with CPUC or other stakeholder data requests,
- Other activities as needed.

The term for these administrative support services will commence on the agreement effective date through December 31, 2027.

## EXHIBIT A – LIST OF SUBCONTRACTORS

Subcontractor Name: \_\_\_\_\_

Services for which Subcontractor is being used: \_\_\_\_\_

Subcontractor qualifications: \_\_\_\_\_

\_\_\_\_\_

Subcontractor's relevant experience (attach separate page(s), as needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Services for which Subcontractor is being used: \_\_\_\_\_

Subcontractor qualifications: \_\_\_\_\_

\_\_\_\_\_

Subcontractor's relevant experience (attach separate page(s), as needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ATTACH ADDITIONAL SHEETS IF MORE THAN TWO SUBCONTRACTORS ARE REQUIRED)

## EXHIBIT B – FIRM’S BUSINESS INFORMATION

Length of time your firm has been in business:	
Length of time at current location:	
List types and business license number(s):	
Names and titles of all officers of the firm:	
Is your firm a sole proprietorship doing business under a different name? If yes, please indicate sole proprietorship name and the name you are doing business under:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please indicate your Federal Tax Number:	
Is your firm incorporated?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name and remittance address that will appear on invoices:	
Physical Address:	

## EXHIBIT C - STANDARD AGREEMENT

### 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**, through an open and competitive process, RCEA solicited professional services proposals to assist with administrative support for the Rural Regional Energy Network North;

**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. **Contract Documents.** Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

- 1.1 Agreement and all attachments;
- 1.2 RCEA’s Request for Proposals (RFP);
- 1.3 CONSULTANT’s proposal submitted in response to RFP.

For avoidance of doubt, the order of priority for interpreting conflicting provisions among these documents is in the order stated above, with Section 1.1, this Agreement and all attachments, taking the highest order of priority.

2. **Scope of Services.**

- 2.1 **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.

2.2 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

2.3 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.

3. **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.

4. **Compensation, Billing and Payment**.

4.1 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 (\$\_\_\_\_\_).

4.2 Billing. 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.

4.3 Payment. 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. **Conflicts of Interest**. CONSULTANT hereby warrants and represents the following:

6.1 CONSULTANT does not and will not participate in the making of RCEA or decisions;

6.2 For purposes of this Agreement, CONSULTANT is not covered by and is not subject to the California Political Reform Act (“PRA,” Government Code §§81000 - 91014); provided

however, if this status changes, CONSULTANT shall immediately notify RCEA, disclose the conflict of interest, and disqualify itself from the making or participating in the making of the decision for which the conflict has arisen;

6.3 CONSULTANT does not have any separately defined financial or other interests that could be characterized as conflicts of interest under the PRA;

6.4 In providing services to RCEA, CONSULTANT has not engaged in any unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration to any RCEA employees, Board members, agents, or contractors; and

6.5 CONSULTANT does not have a separate financial relationship with any RCEA employees that would qualify as a conflict of interest under the PRA.

6.6 CONSULTANT agrees to comply with RCEA's conflict of interest policy.

7. **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 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. **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 subcontractor, and CONSULTANT shall be liable hereunder for all acts and negligence of the subcontractor.
12. **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.
13. **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.
14. **Confidentiality.** CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.
15. **Nondiscriminatory Employment.** During the performance of this contract, CONSULTANT and its subcontractors shall not unlawfully discriminate against any employee or applicant for



employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

16. **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.
17. **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.

**18. Suspension, Termination**

- 18.1 **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.
- 18.2 **Termination.** This Agreement may be terminated for any reason set forth below:
- (a) *With Cause.* RCEA may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to CONSULTANT. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The term "for cause" includes but is not limited to the following:
    - (i) Partial or complete loss of RuralREN North Funds;
    - (ii) CONSULTANT's persistent failure to perform Services in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress schedule as approved from time-to-time by RCEA);
    - (iii) CONSULTANT's disregard of applicable laws and regulations;
    - (iv) CONSULTANT's repeated disregard of the authority or orders of the RCEA;
    - (v) CONSULTANT's repeated or persistent default of any of the provisions of the Contract Documents;

(vi) CONSULTANT's material breach of any provision of the Contract Documents; When RCEA terminates CONSULTANT's Services under this Section, CONSULTANT shall be entitled to receive payment only for such Services accepted by RCEA prior to the date of termination. The termination of CONSULTANT's services under this paragraph will not affect any rights or remedies RCEA may have against CONSULTANT existing at the time of termination or which may later accrue. Any release of retention or payment by RCEA will not release CONSULTANT from liability.

- (b) *Without Cause.* RCEA may cancel this Agreement at any time and in RCEA's discretion upon giving thirty days advance written notice to CONSULTANT. CONSULTANT shall be entitled to receive payment for acceptable Services performed prior to the termination date. CONSULTANT shall be entitled to no further compensation for SERVICES performed after such date.
- (c) *Product and Document Delivery.* Upon termination of the Agreement for any reason, 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 termination date.

**19. 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.

**20. 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 Planning and Finance  
Redwood Coast Energy Authority  
633 3rd Street  
Eureka, CA 95501

Notices shall be given to CONSULTANT at the following address:

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21. **Compliance with Applicable Laws.** The CONSULTANT shall perform the services required by this Agreement in compliance with any and all applicable federal, state and local laws affecting the Services covered by this Agreement, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.
  
22. **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.
  
23. **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.
  
24. **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.
  
25. **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.
  
26. **Authority.** Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
  
27. **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:**

\_\_\_\_\_

\_\_\_\_\_

Eileen Verbeck, Interim Executive Director

Name:

Redwood Coast Energy Authority

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A: SCOPE OF WORK**

**EXHIBIT B: COMPENSATION**

**EXHIBIT C: SPECIAL CONDITIONS**

*[attach if applicable]*

**EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS**

*[attach if applicable]*