

Request for Proposal (RFP)
for Marketing Services for the
Northern California Rural Regional Energy Network

RFP-24-603



Redwood Coast Energy Authority

www.RedwoodEnergy.org

Date Issued: October 28, 2024

Responses to this RFP due by 5:00pm PST on

November 12, 2024, via email to

procurement@redwoodenergy.org

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SECTION I – PROJECT INTRODUCTION AND OVERVIEW

Introduction

The Redwood Coast Energy Authority is soliciting proposals from qualified firms to provide Marketing Services for the Northern California Rural Regional Energy Network (RuralREN North). Regional Energy Networks are authorized by the California Public Utilities Commission (CPUC) to use public purpose program funds paid by ratepayers to plan, administer, and implement energy efficiency programs independent from the Investor-Owned Utilities (IOU).

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 Humboldt Municipal Water District, the Yurok Tribe, and the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad.

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 a Local Government Partnership (LGP) with PG&E.

Most recently, the RuralREN North was approved in the CPUC Decision D.24-09-031 issued on August 21, 2024. RCEA was designated as the Lead Administrator for RuralREN North. 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 Sierra Business Council (SBC). Programs will be implemented in 17 counties in Northern California and the Sierra.

The RuralREN North will serve Alpine, Amador, Butte, Calaveras, El Dorado, Humboldt, Lake, Lassen, Mariposa, Mendocino, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, and Yuba counties.

The RuralREN North will bring energy efficiency programs to underserved and hard-to-reach public, commercial, and residential customers. There will be seven programs:

1. The Residential Equity program will be targeted primarily at single-family residential customers and will reach customers through outreach events and direct marketing. Services include energy efficiency kits and energy assessments, conducted over the phone and in person.
2. The Residential Resource program is also targeted at single-family residential customers looking to complete large energy efficiency projects, including insulation and heat pump installation. There will also be an after-purchase rebate program accessible online and via paper application.
3. The Commercial Resource program will work with small commercial customers to access rebates for energy efficiency upgrades, including refrigeration, water heaters, and HVAC.
4. The Public Equity program assists local governments, schools, and tribes with services, including energy assessments, equipment inventories, benchmarking, and accessing funding for projects.

5. The Workforce, Education, and Training (WE&T) program will connect contractors with training and will support building and upskilling the local workforce.
6. The Codes and Standards (C&S) program will connect building departments with training and provide resources to promote energy code.
7. The Financing Equity program will provide gap financing for other loan products, such as PG&E’s 0% interest On-Bill Financing and Go Green Financing. The program will also offer micro-loans under \$5,000 for small projects.

RCEA is seeking a qualified entity to provide services for branding and marketing the RuralREN North and its Programs.

Table 1: Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

| | |
|--|--------------------------------|
| Distribution of RFP | October 28, 2024 |
| Deadline for questions | 5:00pm, PST November 4, 2024 |
| Responses to Written Questions Regarding RFP | November 7, 2024 |
| Proposal Due Date | 12:00pm, PST November 12, 2024 |
| Firm Interviews, as needed | November 13-15, 2024 |
| Contract Award at RCEA Board Meeting | November 20, 2024 |
| Kick-off Meeting with RuralREN North | After December 1, 2024 |
| Task 1: Brand and Naming Strategy - Anticipated Completion | January 7, 2025 |
| Task 2 & 3: Logo and Brand Kit - Anticipated Completion | February 1, 2025 |
| Task 4: (Optional Scope) Launch Website | March 1, 2025 |
| Task 5: (Optional Scope) Marketing and Outreach Campaign | March 1, 2025 |

Preference will be given to proposals that can meet or expediate this timeline. Applicants may suggest an overall revised timeline in their proposals.

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:

| Evaluation Criteria | Weight of Score |
|--|------------------------|
| Demonstrated ability to meet RuralREN North’s needs and requirements as specified in the Scope of Work | 30% |
| Capacity and availability of the assigned team to handle all aspects of the work | 10% |
| Demonstrated Marketing/Branding/Communications experience and expertise | 20% |
| Completeness and quality of the proposal | 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 highlights of the team and approach.
- An understanding of the project and approach to accomplish the work in a timely and acceptable manner.
- A work schedule for all work and time frame for items of work.
- Signature from a company officer with authority to bind firm to contracts of the anticipated magnitude for the proposed work.

B. Company Information

- Firm’s Business Information (see Exhibit B).

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 demonstrating its ability to meet the Scope of Work (SOW).
- Resumés of key team members who will perform this work that describe experience and qualifications, educational background, and skills.

Availability

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

Samples

- Samples of similar work the firm has completed for other clients, including a high-level summary of results/outcomes.
- If the proposal includes optional Task 4, please include examples/links to websites you have worked on in the past.

References

- References from three (3) former clients 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. Fee Proposal

- A not-to-exceed fee based on the services outlined in the SOW. The fees must be broken out by Task.
- A fee schedule of hourly billable rates and percentage markup of reimbursable expenses. Include any anticipated fee escalations in the year 2025.
- 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 SOW over the contract period. Proposed rates shall be effective for the term of the contract.

E. Other Requirements

Proposal Term. RCEA reserves the right to withhold the 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 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 or other pre-proposal documents must be directed to the RuralREN North Portfolio Manager, Patricia Terry, and submitted electronically to procurement@redwoodenergy.org with "RFP-23-603" 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 the date set forth in Table 1: Proposal Evaluation Schedule. 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 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

Project Overview

The four RuralREN North partners are seeking a creative agency to develop a name, logo, and a complete brand/style guide for the program, which will launch in January 2025. We are looking for a firm to create public awareness and understanding of the RuralREN North program, create brand awareness and recognition in the regions, and provide an easier way to mention/describe the program. There is also an optional opportunity in Q1 2025 for a firm to build and launch a website and/or create and execute an outreach campaign, and we are including information below as the optional Scope of Work Tasks 4 and 5. Please include these items in your proposal if your firm has the capacity to complete these tasks.

This is a new brand and a new program that is mission-based in its scope—committed to helping our rural communities grow and thrive through the adoption of energy efficiency while promoting clean energy practices and technologies. The brand should be community-oriented, celebrate the rurality of the regions it encompasses, and be inclusive of its wide geography (or, based on the firm’s recommendations, provide options for how partners can tailor branding to their own regions or subregions [North Coast to Sierra] while acknowledging reciprocal relationships within partnership/brand cohesion between regions). The brand should also be informative, approachable, and fresh.

Base Scope of Work – Branding

The expected Scope of Work for the successful Proposer is as follows:

Task 1 – Brand and Naming Strategy

Brand and Naming Strategy may include the following subtasks. Process to be suggested by the proposer.

- Build baseline knowledge of program needs and mission:
 - Meet virtually with representatives from each of the 4 partners involved in what is currently known as the Northern California Rural Regional Energy Network (RuralREN North) to discuss the regions they represent, brand expectations, audience, and mission.
 - Audit other Regional Energy Network brands and research and understand potential customers.
- Collaborate:
 - Meet with key representatives, including RuralREN North Comms/Marketing Staff, for input and discussion.
- Define and develop:
 - Provide recommendations for a new name, including acronyms and/or shorter versions
 - Develop brand’s tone of voice/persona.
 - Workshop and present tagline.
 - Workshop and present mission statement.
- Package new brand:

- Deliver new name, tagline, and mission statement.

Task 2 – Develop Logo that Reflects Rural Characteristics of Broad Region

- Either simultaneously or subsequent in process, complete the above collaborative process with RuralREN North partners to ideate and deliver a logo that meets the above brand expectations.
- Design logos, including primary, sub-marked, reverse, horizontal, and vertical versions.

Task 3 – Develop Brand Kit Including Font, Tone, Colors, and Brand Elements

- Develop color palette and guidelines.
- Develop typefaces/fonts.
- Develop brand kit/style guide and templates, including letterhead, PowerPoint, Business Cards, etc.
- Develop guidelines around logo/brand usage.
- Develop a set of standards/guidelines for websites, design materials, documents, etc.
 - Software we will need templates for may include the following: Microsoft Word, Canva, Google Docs, InDesign, etc.
- Build and use a comprehensive photo library that features energy services provided by RuralREN North partners and communities and landscapes within the North Coast and Sierra territories.

The term for these marketing services will commence on the agreement effective date through March 1, 2025. At the end of the term, the Proposer will be evaluated with the possibility of continuation of the contract with additional Scope of Work.

Optional Additive Scope of Work – Website and Marketing Strategy

Task 4 (Optional Scope) – Develop Website

Building on Tasks 1-3, develop a user-friendly, informational, on-brand website with the following functionality and assets (see below) AND/OR provide a proposal for the Functionality components listed below that can be embedded on each partner’s existing website via short code, widgets, and/or iframes. Work with 4 governing partners to determine their programmatic needs, website/communications capacity, and collective RuralREN North needs for the website.

- Brand Continuity and Audience Identification:
 - Educate and inform potential customers about RuralREN North services and mission, building off the above materials and messaging points.
 - Identify potential customers/audience members who will be using and navigating the website along governing partners.
- Website Administration/Setup:
 - Identify hosting platform.
 - Identify best CMS for functionality and user experience alongside key RuralREN North staff.
 - Set up Google Analytics and SEO.
 - Provide login credentials/trainings/access to key RuralREN North staff.
- Functionality:
 - Set up SSL/Site Security.

- Website functions will include the following (some of which could be embedded onto regional sites and may need to be customized by region – North Coast/Sierra):
 - Catalog of Rebates/Incentive Finder:
 - Customer intake forms/applications for rebates and other incentives
 - Signup forms for energy savings kits/audits
 - Loan program signup forms/opportunities to engage with consultants
 - Educational content
 - Set up SEO functionality to better reach RuralREN North customers and direct new traffic/clients/customers to the site.
 - Set up Lead generation/integrated forms that capture user journeys, interests, and needs.
 - Integrate with existing CRM & email marketing signups (managed by four partners depending on geography and existing contacts).
- Site Architecture:
 - Working with governing partners, develop site map that is optimized for SEO and lays out complex content in an easy to navigate and absorptive way (including program services, regional energy needs and resources, and who the RuralREN North is).
 - *Note: The services available to each customer are dependent on their locations, so the website will need to help guide the customer to their appropriate resources. The Customer Journey may differ greatly from a North Coast user to a Sierra user, and these regions may need separate websites that can be customized for each experience/location, based on the recommendation of the creative agency.*
 - Develop intuitive customer journey to best support engagement and navigation of site elements.

Task 5 (Optional Scope) – Marketing and Outreach Plan

Create continuity between regions by elevating the larger RuralREN North brand and mission while creating opportunities for regions to share personal success stories and leverage personal contacts and/or existing listservs that are region specific.

- High Level Marketing and Outreach Strategy:
 - Develop Content Strategy tailored to each region that each regional entity can either contract to your firm AND/OR execute themselves, to include:
 - Detailed Content Calendar (tailored to subregions or broad enough to no need to be region specific)
 - Social Media Posts
 - Email Marketing
 - Paid Advertisements
 - Including both social, digital, and traditional media outlets
 - Media Relations/PR
 - Identify opportunities and key milestones
 - Write and distribute press releases to appropriate media contacts

- Grow Awareness Among Customer Base and Set Achievable KPIs:
 - Work with four partners to identify target communities/customers
 - Establish what KPIs will indicate success and create a year-long plan to reach those KPIs, with tasks broken out by each week in the upcoming calendar year.
- Graphic Design:
 - Create graphic design templates for flyers, social media, emails etc.

The term for these marketing services will commence on the agreement effective date through March 1, 2025.

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:

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.

Request for Proposal for Marketing Services for the
Northern California Rural Regional Energy Network (RFP-23-603)

RCEA:

CONSULTANT:

Eileen Verbeck, Interim Executive Director

Name:

Redwood Coast Energy Authority

Title:

Date: _____

Date: _____