



# Northern Rural Energy Network

YOUR LOCAL ENERGY SOLUTIONS

## Request for Proposal (RFP) Sector Needs Assessments

### RFP-25-602

Issued by

**Redwood Coast Energy Authority**

Date Issued: March 7, 2025

Responses to this RFP due by 5:00pm PPT on  
April 7, 2025, via email to

[procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org)

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# SECTION I – RFP INTRODUCTION AND SCHEDULE

## Introduction

The Redwood Coast Energy Authority (RCEA) is soliciting proposals from qualified consultants to perform energy efficiency program needs assessments across two energy customer sectors for the Northern California Rural Regional Energy Network (Northern Rural Energy Network or NREN). The NREN programs will serve two sectors across the North Coast and Sierra Nevada communities.

The NREN is a new California Regional Energy Network (REN) formed and led by four partners: RCEA, Lake Area Planning Council (Lake APC), Mendocino Council of Governments (MCOG), and Sierra Business Council (SBC). RCEA is the designated Portfolio Administrator for NREN and is responsible for soliciting and contracting for necessary consultant services.

NREN was approved by the California Public Utilities Commission (CPUC) to serve hard-to-reach (HTR) and underserved customers in 17 rural counties across the state: Alpine, Amador, Butte, Calaveras, El Dorado, Humboldt, Lake, Lassen, Mariposa, Mendocino, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, Yuba. The NREN spans the territory of the investor-owned utility, Pacific Gas & Electric Company (PG&E), and three Community Choice Aggregators (CCAs): RCEA, Sonoma Clean Power, and Pioneer Clean Energy. The NREN region includes a population of approximately 1.6 million people over 29,421 square miles.

## Description of Work

RCEA is seeking a qualified consultant to perform needs assessments for one or more energy customer sectors served by NREN Programs. The sectors include residential and commercial (non-residential), with subsectors including public agencies as well as industry professionals/contractors that serve these sectors. The needs assessment will provide data on the NREN communities’ interests and priorities, barriers to participation in existing energy efficiency programs, and information customers need to make energy decisions. The assessment should include an analysis of all current energy efficiency and decarbonization programs available in NREN regions, identify the gaps in programs reaching NREN customers, and an analysis of existing and proposed NREN programs’ ability to meet the identified needs of the NREN communities.

Attachment 1 to this RFP includes background information on the NREN Programs. It includes the proposed implementation summaries and parameters from the CPUC-approved NREN business plan.

## Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Deadline for Questions to be submitted	4:00 pm PPT, March 14, 2025
Responses to Written Questions issued via Addendum	March 17, 2025
Proposals Due	5:00 pm PPT, April 7, 2025
Proposer Interviews (as needed)	April 14-15, 2025
Contract Award (RCEA Board Meeting)	April 24, 2025

## Proposal Submission

Please submit proposals by **5:00pm PPT, April 7, 2025**, electronically to [procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org). Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

## Evaluation and Selection Process

A review committee will evaluate each proposal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP may be cause for eliminating the proposal from further consideration. The review committee may request clarification and/or interviews with any or all proposers.

The evaluation criteria and weighting are as follows:

Evaluation Criteria	Weight of Score
Past performance and technical qualifications of the assigned staff on performing the types of services described in the Scope of Work.	25%
Familiarity with and capacity to handle all aspects of the work as described in the Scope of Work within the time frame specified.	25%
Knowledge and experience with energy efficiency and decarbonization programs in California.	10%
Completeness and quality of proposal.	10%
Cost and fees.	30%

## SECTION II – PROPOSAL REQUIREMENTS

At a minimum, the information described in the following sections must be included in the proposal:

### A. Cover Letter

The Cover Letter must be signed by a company officer with authority to bind the proposer to contracts of the anticipated magnitude for the proposed work. The Cover Letter shall be no more than 4 pages and include the following:

- A general introduction to the consultant's firm and proposed team.
- A list of any professional relationships involving RCEA 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 scope of work.

### B. Company Information

- Include Exhibit A - Firm's Business Information.

### C. Statement of Qualifications

#### Qualifications and Experience (Firm and Personnel)

- A description of the firm's expertise and recent (within the past two years) experience directly related to programs needs assessment.
- A project organization and staffing chart.
- Resumes of key personnel that describe experience and qualifications, educational background, and skills.
- Include Exhibit B - List of subcontractors

#### Availability

- Include a brief description of the firm's ability to perform the services requested in a consistent and timely manner.

#### References

- 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. Project Fee Proposal

- A fee schedule of hourly billable rates and percentage markup of reimbursable expenses.
- A detailed personnel-hour estimate by personnel classification for the major portions of the work broken down for each Scope of Work task.
- Fees for any subcontractors and any other non-labor fees associated with performing the work.
- Based on services outlined in Scope of Work, provide a fee proposal with subtotals per Task broken out by Sector (but not subsector) and a not to exceed total for the entire SOW.

- Include a detailed personnel-hour estimate by personnel classification for the major portions of the work in each Task.
- Include itemized costs for labor and fees for each Task based on the fee schedules provided.

The method of compensation shall be based 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 contract period. Proposed rates shall be effective for the term of the contract.

## E. Additions, Deletions, and Exceptions

The selected firm will be expected to execute RCEA’s Standard Agreement (attached as Exhibit C). Please 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 this section: “There are none.”

## F. Terms and Conditions of RFP

**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.** After award of contract, an execution-ready Standard Agreement will be sent to the successful Proposer for execution within 5 business days. 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 submitted electronically to [procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org) with “RFP-25-601” 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 in a proposal or to accept any proposal presented which it deems best suited to the interest of RCEA and is not to be 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.

### **Reporting Of Supplier Diversity Information.**

Public Utilities Code Section 366.2(m) requires certain community choice aggregators, including RCEA, to annually submit to the CPUC: (1) a detailed and verifiable plan for increasing procurement from small, local, and diverse business enterprises; and (2) a report regarding its procurement from women, minority, disabled veteran, persons with disabilities, and LGBT business enterprises.

General Order (GO) 156, adopted by the CPUC, requires certain California public utilities to engage in outreach activities and meet specific procurement goals from women, minority, disabled veteran, persons with disabilities, and LGBT business enterprises. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Supplier Clearinghouse database.

To assist Community Power with its reporting obligations under Public Utilities Code Section 366.2(m) and with evaluating its supplier outreach and other activities, the successful Proposers that is awarded the contract will be asked to voluntarily disclose their certification status with the CPUC Clearinghouse, as well as their efforts to work with diverse business enterprises, including women business enterprises (WBEs), minority business enterprises (MBEs), disabled veteran business enterprises (DVBES), and lesbian gay bisexual transgender business enterprises (LGBTBES).

Except as otherwise expressly provided under RCEA's Procurement Policy and/or required by applicable state or federal law or funding requirements (including, without limitation, any grant or loan conditions), RCEA shall not use any demographic information received from potential vendors in any way as part of its decision-making or selection process. Rather, RCEA will use such information solely for compliance with its reporting obligations to the CPUC and evaluation of RCEA's outreach and other activities consistent with applicable law.

**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.** If applicable, 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.

**Ethics Standards.** All Proposers and proposed subcontractors are required to follow the supplier ethics standards set forth in Section 2.4 of RCEA's Procurement Policy (<https://redwoodenergy.org/wp-content/uploads/2024/10/RCEA-Purchasing-and-Procurement-Policy-1.pdf>).

## SECTION III - SCOPE OF WORK

### SECTORS

The proposer may bid on one of the following sectors or both. The scope of work will be the same across both sectors. The sectors are broken into sub-sectors with specific needs, but those should not be bid separately.

#### 1. SECTOR 1: Residential

- a. Homeowners
- b. Renters/Tenants
- c. Landlords

#### 2. SECTOR 2: Non-Residential

- a. Small Commercial
  - i. Small Businesses
  - ii. Contractors
- b. Public Agencies
  - i. Schools, Special Districts, Local Governments, Tribal Governments
  - ii. Building Departments

### KEY ISSUES

Below are the key issues for both the Residential and Non-Residential Sectors that NREN is most interested in exploring:

1. Understand the customer needs and priorities
2. Assess interests and issues with energy use and energy decisions
3. Identify barriers to participation in energy programs, reducing usage, and electrification/decarbonization
4. Identify current energy programs, services, and resources utilized by customers
5. Discover new opportunities to better engage and serve customers
6. Specific Sub-Sector issues:
  - a. Contractors:
    - i. What are the barriers to participation in Energy Efficiency installation programs?
    - ii. What desired skills/training are desired and what are the barriers
    - iii. How do workforce standards affect your ability to do energy projects and what would help increase participation
  - b. Building Departments
    - i. What skills and code training are desired and what are the barriers to attending existing training
    - ii. Are there any processes you would want to streamline to increase permitting for heat pumps or other energy technologies.



**SCOPE OF WORK**

- A. Kick Off meeting
  - a. Meet with NREN staff to ensure understanding of scope and deliverables
  - b. Set realistic timelines for deliverables.

**Deliverable 1:** Timeline for deliverables from kick-off meeting
- B. Collect demographic data. See Attachment 2 for the geographic regions, sectors, and customer groups that will need to be broken out.
  - a. Collect new data
  - b. Leverage existing data

**Deliverable 2:** Report on demographic data
- C. Needs assessment data collection
  - a. Interviews (individuals, CBOs and community services)
  - b. Focus groups with community members and service providers
  - c. Develop and collect responses to online/in-person surveys and interviews
  - d. Include outreach to non-English speakers and tribal communities

**Deliverable 3:** Raw Data collected from interviews, surveys, etc.
- D. Analyze research and data
  - a. Provide analysis of data collected in (B)
  - b. Use quantitative and qualitative approaches
  - c. See Attachment 2 for the geographic regions, sectors, and customer groups that data will need to be broken out by.

**Deliverable 4:** Mid-project check-in with NREN staff to disseminate analysis and findings to-date. This will help inform the Mid-Cycle Advice letter, due September 2025.
- E. Provide recommendations
  - a. Identify viable opportunities and options to develop impactful programs for our service territory
  - b. Identify financial assistance levels and support structures to enable customers to participate
  - c. Highlight recommendations for reaching HTR and underserved communities
- F. Final Reporting
  - a. Report back on needs assessment to community and solicit feedback
  - b. Connect NREN with community groups and key stakeholders identified for future program development and outreach

**Deliverable 5:** Final Report. Report to NREN on findings from (C) and recommendations (D) This final report will be used to inform the 2028-2031 Portfolio business plan and should not be delivered later than October 2025.
- G. All correspondence, submittals, and deliverables (preliminary and final) shall be submitted electronically.

**Project Schedule**

Task	Due Date
Kick-Off Meeting	Early May 2025
Demographic Data	June 2025
Mid-Project Check-In	Mid-August 2025
Final Report	October 2025

# ATTACHMENT 1 - Northern California Rural Regional Energy Network Program Details

The following program details were included in NCRREN’s EE Application approved by the CPUC. These details should be used to provide guidance and parameters to the Consultant’s proposal.

<b>Program</b>	<b>Description</b>
RRN007 – Codes & Standards	The Codes and Standards program supports code enforcement agencies and better equips the building design and construction community to implement California’s ambitious Building Energy Efficiency Standards (Title 24), helping make buildings more efficient, paving the way for zero net energy building stock, and reducing energy use and greenhouse gas emissions in rural California’s most environmentally challenged regions.
RRN004 - Finance	The Finance program will address first-cost and access to capital barriers that exist in rural California. A bridge loan program will offer a no-cost short-term loan to cover energy efficiency project costs during construction to “bridge” the time gap between the time of application for IOU On-Bill Financing and funding of the loan, after construction completion. A microloan product will fill gaps in existing financing products such as GoGreen and PACE. The target customer segments will be residential and small-to medium-sized businesses in the commercial, industrial, public and agricultural sectors.
RRN006 – Workforce, Education & Training	The NREN WE&T program will leverage and coordinate with the PG&E and statewide WE&T program to ensure they are complementary to each other, and that there is no duplication in service, or conflict in messaging and marketing. Coordination with other programs will also be needed to assist with placement of trained individuals in other energy efficiency programs.
RRN005 – Public Equity	The NREN Public Sector program will offer a suite of services to rural governments and public agencies to identify, develop, track, and implement energy savings opportunities in their buildings and facilities on their path to meeting mandates for GHG reduction and Zero Net Energy. This program will only be implemented in Lake and Mendocino Counties.
RRN001 – Residential Equity	The Residential Equity Segment Program will provide outreach and energy awareness information to all residential customers, tailored to the region, climate, county or community-level demographics, housing stock, and other characteristics, with a priority to serve hard-to-reach, underserved and disadvantaged communities. A basic energy efficiency “toolkit” containing simple training materials and simple low-cost energy efficiency measures such as LED lamps and faucet aerators will be provided at no-cost to residents who register for the program. The customer will install the measures and be encouraged to request a virtual or in-home energy assessment as a follow-up. The energy assessments will provide specific, actionable recommendations for improving the home to reduce energy consumption and GHG emissions and will guide the customer toward available incentives and financing options offered NREN or PG&E and third-party program implementers.

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RRN002 – Residential Resource Acquisition

The Residential Resource Acquisition Segment Program will offer after-purchase rebates and direct installation incentives for common home energy upgrades and GHG reducing heat pumps and induction cooktops. Energy Efficiency measures will include a variety of “whole home” items like weatherization, HVAC, and plug loads/appliances. Financing through the NREN Finance Program will also be promoted to qualified customers to enable implementation of energy projects with no capital outlay. Measure savings will use a combination of measure packages from the California Electronic Technical Reference Manual (CAeTRM) and calculated and meter-based savings.

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RRN003 – Commercial Resource Acquisition

RuralREN North’s Rural Commercial Energy Efficiency provides assessments, technical assistance, incentives, and turnkey installation services to increase adoption of EE, Demand Response (DR), and Electrification projects in rural areas. Measures include commercial refrigeration, lighting, kitchen electrification, Heat Pump HVAC and water heaters. Financing through the NREN Finance Program will also be promoted to qualified customers to enable implementation of energy projects with no capital outlay. Measure savings will use a combination of measure packages from the California Electronic Technical Reference Manual (CAeTRM) and calculated and meter-based savings.

## ATTACHMENT 2 – REGION AND CUSTOMERS

### BACKGROUND FOR REGION AND CUSTOMERS

#### COMMUNITIES

The communities covered by this needs assessment are divided among the four implementing partners in the NREN, listed below. The results of the study should consider the needs of these communities both separately and as a whole NREN territory. This will allow each implementing partner to use the study to meet the unique needs of their region.

1. Sierra Nevada:
  - a. Counties: Alpine, Amador, Butte, Calaveras, El Dorado, Lassen, Mariposa, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, Yuba
2. Mendocino County
3. Lake County
4. Humboldt County

#### EQUITY CUSTOMERS

The assessment will also cover customers within three equity categories, described below. Customers may belong to more than one category. The study should prioritize gathering the needs of equity customers but not exclude customers that do not fall into one of these categories. The results should be presented for each of the three equity categories.

1. Hard-to-Reach (HTR)
  - a. All the NREN Counties, except (El Dorado, Placer, Sutter, and Yuba), meet the geographic criteria for HTR. This means they only need one other HTR criteria in order to be qualified in this category.
  - b. For El Dorado, Placer, Sutter, and Yuba County, customers must meet three of the other criteria listed below.
  - c. Members of a California or Federally recognized tribe or tribal governments require no other criteria, including geography needed to qualify as HTR.
  - d. Other criteria for residential customers include:
    - i. Income qualified for CARE or FERA programs
    - ii. Renter in a multifamily (more than one unit), or mobile home
    - iii. Primary language is not English
  - e. Other criteria for non-residential customers include:
    - i. Business is in a leased or rented facility
    - ii. Very Small classifications: Less than 25 employees, or electrical demand is less than 20kW, or consumption is less than 10,000 therms.
    - iii. Primary language is not English
    - iv. Customer is classified as “Local Government” and meets the geographic criteria for HTR.
2. Disadvantaged Communities (DAC), as defined by SB 353.

- a. Mapping tool:  
<https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/>
  - b. For the NREN region, this is primarily Federal Tribal Areas
  - c. There are also small DACs in Yuba City and Butte County
3. Underserved Communities
- a. A census tract with a median household income below 80% of the statewide average or median income
  - b. A census tract with a median household income below the threshold designated as low income by the Department of Housing and Community Developments list of state income limits
  - c. An area identified as among the most disadvantaged 25% in the state according to CalEnviroscreen:  
<https://experience.arcgis.com/experience/11d2f52282a54ceebeac7428e6184203/>
  - d. In a community in which at least 75% of the public school students receive free or reduced-price meals under the National School Lunch Program;
  - e. On lands belonging to a federally recognized tribe.

## EXHIBIT A - 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) (if applicable):	
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 B - 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 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”.

### 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. **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 - 27 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -27 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.** 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 (\$\_\_\_\_\_).
5. **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:  
Redwood Coast Energy Authority  
Attention: Accounts Payable  
633 3rd Street, Eureka, CA 95501  
Email: 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 fifteen (15) working days after approval of the invoice.

6. **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.
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

8. **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

8.1 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.

8.2 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.

8.3 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.

8.4 Business Auto: If applicable, CONSULTANT shall maintain \$1 million minimum business automobile insurance coverage.

8.5 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.

8.6 **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.

9. **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.
10. **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.
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 sub-contractor, 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**. 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.
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 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.
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 comply with any and all applicable federal, state and local laws affecting the Services covered by 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.

*[Signature page follows]*

**RCEA:**

**CONSULTANT:**

\_\_\_\_\_

\_\_\_\_\_

Elizabeth Burks, Executive Director

Name, Title:

Redwood Coast Energy Authority

Firm Name:

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

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

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**EXHIBIT A: SCOPE OF WORK**

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**EXHIBIT B: COMPENSATION**

DRAFT



**EXHIBIT C: SPECIAL CONDITIONS**

*[attach if applicable]*

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

*[attach if applicable]*

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