

Request for Proposal (RFP)

for Northern California Rural Regional Energy Network
Finance Program Design Services

RFP-25-604



Redwood Coast Energy Authority

www.RedwoodEnergy.org

Date Re-Issued: March 26, 2025

Responses to this RFP due by 5:00pm PPT on
April 30, 2025, 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 design the Finance Equity Program for the Northern California Rural Regional Energy Network (aka Northern Rural Energy Network or NREN). The NREN Finance Equity Program is a cross-cutting program intended to equitably support North Coast and Sierra Nevada communities through technical assistance and loans that encourage and accelerate the implementation of energy efficiency projects.

The NREN was approved by the California Public Utilities Commission (CPUC) in late September 2024. NREN is a new California regional energy network formed and led by four partners: the Redwood Coast Energy Authority (RCEA), Lake Area Planning Council, Mendocino Council of Governments, and Sierra Business Council. RCEA is the designated Portfolio Administrator for the NREN.

NREN was approved by the CPUC to serve hard-to-reach 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, 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 firm to provide support for the design of the NREN Finance Equity Program. These services include the design of key finance program components (outreach, technical assistance, loan types/terms/processes, operating analysis), and a program timeline.

The NREN partners intend to implement all of the Finance Equity Program components. The program should be designed with this intention in place. However, the NREN reserves the right to outsource any program components and request that flexibility is built into the program design for this potential circumstance.

Attachment 1 to this RFP includes background information on the NREN Finance Equity Program. It includes total program budget parameters and the proposed loan types and parameters that the NREN submitted with the business plan to the CPUC at the end of 2024.

Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Deadline for Questions to be submitted	4:00 pm PPT, April 11, 2025
Responses to Written Questions issued via Addendum	April 16, 2025
Proposals Due	5:00 pm PPT, April 30, 2025
Proposer Interviews (as needed)	May 8-9, 2025
Contract Award	May 22, 2025

Proposal Submission

Please submit proposals by **5:00pm PPT, April 30, 2025**, electronically to procurement@redwoodenergy.org. Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

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
Past performance and qualifications of the assigned staff on designing finance programs of the scale specified in the Scope of Work. Familiarity with and capacity to handle all aspects of the work.	20%
Knowledge and experience with energy efficiency financing programs in California.	20%
Ability to complete the project within the proposed time frame outlined in the Scope of Work.	20%
Additions, Deletions and/or Exceptions taken to the Standard Agreement.	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:

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 Proposer's firm and the proposed team.
- Describe your understanding of the project and your approach to accomplishing the work in a timely and acceptable manner.
- A list of any professional relationships involving RCEA, SBC, MCOG, and/or Lake APC 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.

Company Information

- Include Exhibit A - Firm's Business Information.

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 designing financing programs.
- Resumes of key people that describe experience and qualifications, educational background, and skills.
- A project organization and staffing chart.
- 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.
- Proposed project schedule

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.

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.

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.

Additions, Deletions, and 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 this section: "There are none."

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 with "RFP-25-604" 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 (DVBs), 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

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

Task 1: Coordinate with NREN staff on program needs and roles and responsibilities

- A. Schedule and facilitate a kickoff meeting within two weeks of contract execution. NREN shall provide a list of attendees, and the CONSULTANT shall provide the meeting agenda and minutes.
- B. REN staff will be conducting a gap and needs assessment on existing finance programs in the region. Coordinate with NREN on their findings to identify gaps that could be met with the NREN Finance Program as described in Attachment 1 - NREN Finance Program Details.
- C. Assess alignment against the three proposed Finance Program loan offerings: bridge, micro, and electrification.

Task 1 Deliverables:

- Deliverable 1.1: Loan Type Analysis: After consulting the NREN staff on findings of needs assessment and existing programs, provide recommendations for ways that NREN Finance program could fill gaps and meet the needs using the proposed finance offerings or new offerings.
- Deliverable 1.2: Check-In Meeting Schedule
- Task 1 deliverables are due no later than July 1, 2025.

Task 2: Design NREN Finance Equity Program implementation strategy

Strategy should address, at a minimum, components listed:

- A. For each loan offering identified in the gap analysis:
 - a. Types & terms of proposed loans
 - i. Identify the sectors served, interest rates, term periods, loan amount caps, number of loans per year, energy savings/payback eligibility thresholds, equity goals, and other terms (deferred payment, refinancing provisions)
 - b. Implementation strategy
 - i. Define a Loan application process.
 1. Credit policy (eligible entities, process for approval, credit limits, energy savings eligibility thresholds, equity goals)
 - ii. Determine Loan committee oversight process.
 - iii. Determine Loan servicing & disbursement process.
 1. Flow of money
 2. Method of repayment
 3. Frequency of payments
 4. Direct to contractor versus borrower
 - iv. Define Loan-loss reserve policy.
 - v. Create a process flow document for the customer-facing processes from start to finish.
 - c. Operating analysis

- i. Time & materials analysis
 - 1. Estimated NREN personnel required to manage (FTE % and credentials)
 - ii. Operating systems - recommended loan software
 - iii. Pro forma cash flow projection
 - d. Sample loan agreements
 - e. Success metrics
 - i. Default rate
 - ii. Energy savings
 - iii. Equity goal
- D. Marketing & outreach
 - a. Strategies
 - i. How to meet equity objectives
 - b. Success metrics
- E. Technical assistance
 - a. NREN preferences (may change due to gap analysis results)
 - i. Application support for NREN loans
 - ii. Navigating and application support for stacking other EE funding sources
 - iii. Leveraging other NREN programs
 - b. Project feasibility analysis & energy savings calculations
 - c. Success metrics
- F. Finance Program timeline, including
 - a. Development period
 - b. Launch date (NREN is open to a phased approach for loan program types)

Task 2 Deliverables:

An Implementation Strategy Document including the following:

- Deliverable 2.1: Table of types and terms of proposed loan offerings.
- Deliverable 2.2: Implementation Strategy: Narrative description of processes
- Deliverable 2.3: Implementation Strategy: Process Flow Diagram
- Deliverable 2.4: Operating Analysis: Report on time & materials analysis, operating software and cash flow projections.
- Deliverable 2.5: Sample Loan Agreement
- Deliverable 2.6: Table and description of success metrics
- Deliverable 2.7: Technical assistance: Narrative describing technical assistance provided.
- Deliverable 2.8: Timeline for development and launch.
- Provide details about assumptions used for any calculated results in all task deliverables.
- Task 2 deliverables are due by no later than October 31, 2025.

Task 3: Project coordination

- A. Consultant and NREN staff project management expectations
 - a. Kick-off meeting in late May 2025

- b. Mid-project check-in meeting in August 2025
- c. Monthly project check-ins
- d. All correspondence, submittals, and deliverables (preliminary and final) shall be submitted electronically.

Desired Project Schedule

This schedule represents the desired timeline to lead to NREN implementation of the finance program in 2025. Adherence to this schedule is not required and Proposers should provide their anticipated schedule for this project.

Task	Due Date
Kick-Off Meeting	late May 2025
Task 1 Deliverables	July 1, 2025
Mid-Project Check-In	August 2025
Task 2 Deliverables	October 31, 2025

ATTACHMENT 1 - NREN Finance Program Details

The following program details were included in NREN's EE Application approved by the CPUC. These details should be used to provide guidance and parameters to the Consultant's design deliverables.

Finance Program budget parameters:

Year	2025	2026	2027	Total
Implementation	\$878,777.26	\$822,102.20	\$872,563.93	\$2,619,028.32
Loan Fund	\$1,500,000.00	\$1,000,000.00	\$1,000,000.00	\$3,500,000.00

The NREN Finance Equity Program is a cross-cutting program offered under the NREN portfolio. The program is designed to equitably support the residential, small/medium sized businesses (SMBs) and public sectors in the NREN communities through 0% loans that will encourage and accelerate the implementation of energy efficiency projects. The program will address first cost and access to capital barriers that exist in rural California by providing guidance and support to rural customers during their participation in energy efficiency related funding and financing offerings. The finance program has been designed to span the gaps in current Investor-Owned Utility (IOU) and Statewide offerings, while leveraging these resources. The program will serve geographically rural and hard-to-reach areas that have distinct characteristics and needs.

The NREN Finance Equity Program will run through December 31st, 2027, and will be implemented by four NREN Partners: the Redwood Coast Energy Authority (RCEA), Lake Area Planning Council, Mendocino Council of Governments, and Sierra Business Council.

The NREN had been considering offering three types of loans under the Finance Equity Program: micro, bridge, and electrification loans. The table below describes the proposed loan type details, as we had originally developed for our business plan. This RFP for program design will help the NREN determine whether our original loan types are the best fit for implementation within the program.

Loan Type	Funding Range	Client Type	Interest	Repayment
Micro	\$0 - \$15,000	Residential, SMBs	0%	1-5 years
Bridge	\$5,000 - \$250,000	Residential, Commercial, Public	0%	1-5 years
Electrification	\$5,000 - \$50,000	Residential, Commercial, Public	0%	1-10 years

Micro loans will reach underserved residential and small to medium sized business (SMB) customers that currently do not have access to smaller sized loans that support energy efficiency measures. The program will focus its marketing and outreach efforts on disadvantaged, low income, and hard to reach customers.

Bridge loans will provide its residential, commercial and public sector clients to acquire funding support before other funding support has kicked in (which may include On Bill Financing (OBF), incentives/rebates, or other external loans, grants, or financing programs). For example, the bridge loan can provide upfront construction financing for projects that would otherwise be delayed pending budget allocation. These loans can bridge the time gap between time of approval for an IOU's OBF and the

disbursement of OBF funds upon verification of the project installation by PG&E. This gap, which can be months or in some cases a year or more, can be a significant financial hardship for cash strapped rural public agencies, SMBs and residents. Bridge funding allows quicker implementation of energy efficiency projects and eliminates the added cost of contractor financing during construction.

Electrification transition loans will reach underserved customers (primarily residential and SMBs) with loans to support transitioning to electric equipment and appliances. Where applicable this loan will also include building envelope improvements (insulation, windows, and doors) to ensure the building is set up to best support the electrification of heating appliances.

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." This Agreement is effective _____, 2025.

RECITALS

WHEREAS, -----;

WHEREAS, through an open and competitive process, RCEA solicited professional services proposals to assist with cost of service and rate design services;

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. **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 - 28 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -28 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 thirty (30) 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. **Conflicts of Interest.** CONSULTANT hereby warrants and represents the following:
- 7.1 CONSULTANT does not and will not participate in the making of RCEA or decisions;
- 7.2 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;
- 7.3 CONSULTANT does not have any separately defined financial or other interests that could be characterized as conflicts of interest under the PRA;
- 7.4 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

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

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

8. **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.

9. **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

- 9.1 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.

- 9.2 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.
- 9.3 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.
- 9.4 Business Auto: If applicable, CONSULTANT shall maintain \$1 million minimum business automobile insurance coverage.
- 9.5 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.
- 9.6 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. **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.
15. **Confidentiality.** CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.
16. **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.
17. **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.
18. **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.
19. **Suspension, Termination**
 - 19.1 **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.
 - 19.2 **Termination.**
 - (a) **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. RCEA shall continue to pay any software license fees during the period of suspension.

- (b) **Termination.** This Agreement may be canceled at any time by RCEA at its discretion upon 30 days' 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. Termination of any software license agreement shall be in accordance with its terms. Upon termination of this Agreement, CONSULTANT shall (i) return all documents and other materials received from the RCEA and all copies (if any) of such documents and tangible materials, and (ii) destroy all other documents or materials in CONSULTANT's possession that contain RCEA customer data, and (iii) deliver to RCEA a certificate, signed by an authorized representative of CONSULTANT, stating that CONSULTANT has returned or destroyed all such documents and materials; provided, however, that CONSULTANT may retain copies of information necessary for tax, billing or other financial purposes, to be used solely for such purposes. If this Agreement is terminated early, the Parties shall comply with the provisions of "Program Closeout" in the Scope of Services within 30 days after receipt of termination notification.

- 20. 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.

21. 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:

- 22. 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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **Authority.** Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
28. **Counterpart Signatures.** This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

[Signature page follows]

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

RCEA:

CONSULTANT:

Elizabeth Burks, Executive Director

Name, Title

Date: _____

Date: _____

DRAFT

EXHIBIT A: SCOPE OF WORK

DRAFT

EXHIBIT B: COMPENSATION

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EXHIBIT C: SPECIAL CONDITIONS

[attach if applicable]

DRAFT

EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS

[attach if applicable]

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