

The addendum includes revisions to the RFP. Added language appears in **bold underline**, and deleted language appears in ~~[strikethrough]~~ and within square brackets.

Request for Proposal (RFP)

For Database Development Services

RFP-25-605

Addendum No.2



Redwood Coast Energy Authority

www.RedwoodEnergy.org

Date Issued: May 19, 2025

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

~~[July 9, 2025]~~ **July 25, 2025**, via email to

procurement@redwoodenergy.org

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SECTION I – PROJECT INTRODUCTION AND OVERVIEW

Introduction

The Redwood Coast Energy Authority (RCEA) is soliciting proposals for database development and implementation services related to the program tracking and administrative reporting for the Northern California Rural Regional Energy Network (NREN). NREN was approved to implement energy efficiency programs by the California Public Utilities Commission in late September 2024. The NREN Programs will serve multiple sectors across the North Coast and Sierra Nevada communities.

Background

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 the NREN and will be responsible for contracting for this work.

NREN was approved by the 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, 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 provider for database development and implementation services as described in the Scope of Services. The solutions proposed may include implementation of an off-the-shelf pre-built database product requiring minimal configuration, development of a custom-built database that is developed for this work, or a hybrid approach. Development of the chosen solution will be lead by RCEA and after completion, will be used by all four NREN partners to manage projects and track program metrics and other reporting needs. User permissions and data access for the other NREN partners may be limited.

Attachment 1 to this RFP includes background information on the NREN Programs and associated reporting metrics.

Attachment 2 to this RFP is a detailed list of required and desired functionalities of the database solution.

Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Deadline for Questions to be submitted	4:00 pm PPT, June 10, 2025
Responses to Written Questions issued via Addendum	June 17, 2025
Proposals Due	5:00 pm PPT, [July 9, 2025] <u>July 25, 2025</u>
Interviews and demos	[July 21—31, 2025] <u>August 4-15, 2025</u>
Contract Award (RCEA Board Meeting)	[August 28, 2025] <u>September 25, 2025</u>

Proposal Submission

Please submit proposals by 5:00pm PPT, [~~July 9, 2025~~] **July 25, 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 review committee will evaluate each submittal to determine if it meets the Proposal Requirements set forth in Section II. Failure to meet the requirements will be cause for eliminating the proposal from further consideration. The review committee may interview any or all providers regarding their proposal and may request a live demonstration of any proposed products and/or examples of previous development work.

The review committee will be asked to score each proposal based on the following criteria:

Evaluation Criteria	Weight of Score
Qualifications and Experience – Past performance and qualifications of the provider with the types of services described in the Scope of Services.	15%
Service Methodology – Approach to database development and implementation, and ongoing support.	15%
Schedule – Demonstrated capacity to handle all aspects of the work as described in the Scope of Work within the specified time frame.	15%
Ability of the proposed solution to meet the required functionality and address some of the desired functionality listed in Attachment 2	30%
Cost and Fees - Appropriateness of cost of the proposed solution will be considered, as well as overall cost and fees provided in response to Section II.	20%
Proposed Revisions to RCEA's Database Software Development Agreement	5%

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 provider's firm/company, and database development and implementation team.
- A list of financial relationships involving RCEA employees and Board members for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest under section 2.4 of RCEA's procurement policy relative to performing the proposed work.

B. Company Information

- Include Exhibit A - Firm's Business Information.
- Include any data security or other related certifications and attestations, for example:
 - SOC 2 Type 2 certification
 - ISO-27000 series certification
 - NIST-SP 800-53 self-attestation
 - FedRAMP certification

C. Statement of Qualifications

Qualifications and Experience

- Please describe the provider's expertise, recent (within the past two years) related experience related to the Scope of Services, including:
 - Completing a database needs assessment.
 - Integrating data from a previous database into a new system.
 - Process for training and producing training materials and manuals.
 - Any specific experience working with energy programs, and specifically CPUC ratepayer-funded programs.
 - Detail any specific experience with projects that dealt with sensitive customer information.
- Describe your approach to the development and implementation of database solutions. Please address:
 - Adherence to budget and schedules
 - Quality assurance and user testing
 - Technical support, both during development and long term
- A project organization and staffing chart.
- Resumes of key personnel that describe experience and qualifications, educational background, and skills.
- If applicable, include Exhibit B - List of subcontractors

Product Description

- Provide an explanation of which required and desired functions, as listed in Attachment 2, are included in the proposed product.
- Optional Add Ons: If the proposal includes the option to add distinct functionality (as listed in Attachment 2) to the product at an additional cost, please note which function(s) are available and indicate the additional cost(s) in the project fee proposal.
- If proposing a pre-built solution, please include a description of the database structure and flows and include screenshots of key interfaces.

Scope of Services Approach and Timeline

- Include a description of the firm's approach to performing the SOW, separated by SOW phases and tasks.
- Include a timeline or Gantt chart of the proposed SOW schedule, broken down by phases and tasks.

References

- Three (3) current or 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. If proposing a pre-built solution, please provide references for current or former clients who are using that specific product. Reference information should include the name, mailing address, telephone number, and email address of each referenced client's principal representative.

D. Project Fee Proposal

For Phase 1-5 fees and additional costs, please use the Cost Proposal and Functions form.

- **Phase 1-3 fees:** based on services outlined in Scope of Services, provide a fee proposal with subtotals per Phase and a not to exceed total for these four phases.
 - Include a detailed personnel-hour estimate by personnel classification for the major portions of the work in Phase 1-3.
 - Optional Add Ons: If the proposal includes the option to add distinct functionality (as listed in Attachment 2) to the product at an additional cost, please note which functions they are and indicate the optional additional cost in the project fee proposal.
 - Show itemized costs for labor and fees for each Phase, including but not limited to:
 - Product access and licensing fees: Provide monthly or annual pricing per user. Distinguish between different prices for different tiers for user types, where applicable.
 - Configuration/set-up Fees: Any one-time or milestone fees during the Scope of Work tasks.
 - Subcontractor fees: Fees for any subcontractors and any other non-labor fees associated with performing the work.
 - Add-on feature fees: Fees associated with add-on features to the base database (i.e. online forms, document generation, e-signature collection).
- **Phase 4 fees:** include a comprehensive monthly estimate with a description of support hours allocated and all estimated licensing and product fees that substantiate the fee. Indicate the frequency and percentage of fee escalation, if applicable.

- **Phase 5 fees:** based on the services outlined in the Scope of Services, provide a not-to-exceed fee proposal for this phase.
 - Include a detailed personnel-hour estimate by personnel classification for the major portions of the work in Phase 5.
- **Billable rates:** Provide a fee schedule of hourly billable rates and percentage markup of reimbursable expenses. Include an annual escalation to such fees, if applicable.

E. Contract Execution

The successful Proposer will be expected to execute RCEA's Database Software Development Agreement (attached as Exhibit C). The Proposer may note any additions, deletions and/or exceptions to the Agreement by listing on a separate page 1) the specific Agreement provision proposed for revision, 2) the proposed revision, and 3) the reason for the proposed revision. Please note that proposing revisions to RCEA's Agreement is strongly discouraged. While RCEA will duly consider submitted exceptions and the reasons therefore, RCEA will accept a Proposer's exceptions in its sole discretion. If there are no proposed revisions, please note in this section: "There are none." Submittal of a Proposal indicates the Proposer's commitment to accept all terms of the Agreement(s) without exception.

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

Project Agreement. After award of contract, an execution-ready Agreement(s) 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-25-605" in the subject line. Any and all such interpretations and 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 RCEA with its reporting obligations under Public Utilities Code Section 366.2(m) and with evaluating its supplier outreach and other activities, the successful Proposer 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. Proposer 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 proposer 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 SERVICES

Overview

RCEA is seeking a qualified provider to develop, launch, and provide continuing support for a database solution to track projects and programs, and provide regulatory reporting data for the NREN programs. The programs are described in Attachment 1 and the required and desired functions of the database product are described in Attachment 2.

Proposers may suggest alternative approaches to the Scope of Services that will support the intent if the project and result in the same deliverables. If offered, alternative approaches must contain explanations describing their project efficiencies. RCEA reserves the right to revise or remove tasks based on recommended approaches presented in proposals. All proposals must, at a minimum, meet the Security Requirements stated below.

RCEA will also consider a developer with:

A pre-built product that could be either:

1. Purchased by RCEA in its entirety for in-house staff or consultants to customize, or
2. Be adapted by the developer to meet the NREN programs tracking and reporting requirements and ability to migrate existing data sets into the new database

Security Requirements

NREN programs entail working with utility data and personally identifiable information as a core business function and must comply with all state and national standards regarding data security and consumer privacy. All proposed products and services developed and conducted on behalf of RCEA shall meet or exceed corresponding data security and privacy compliance requirements of the agency throughout the term of the agreement. At a minimum, security protection protocols shall at least be protective as ISO-27000 series, NIST SP 800-53, or SOC 2 Type 2 prior to commencing RCEA services.

Proposer shall document their data security and privacy compliance and identify and demonstrate that any third parties working directly or indirectly with NREN data are certified to the same or better level of protection. Include details of breach mitigation and incident response protocols.

Proposer shall agree that they are subject to scheduled and random data security and privacy compliance audits, and to work with RCEA to resolve identified mitigation steps.

Scope of Services

The selected Proposal shall provide the following services:

PHASE 1 - DEVELOPMENT

- 1.1. **Kickoff Meeting(s)** – RCEA staff and the Provider will meet after the contract is executed to kick off services. RCEA and Provider will introduce their core database team. RCEA will provide details about the programs to be served by the database and the reporting requirements and answer any additional questions about the needs of the database. RCEA and Provider will discuss business processes, system architecture, and data migration requirements.
- 1.2. **Needs Assessment**- Provider will use the information from the RFP on the database needs and expand the assessment where needed to produce the database specifications. Provider will

assess needs, assess existing database, and conduct interviews as needed with RCEA such as program managers, database users and potential customers. For a pre-built product, RCEA understands that the Needs Assessment will be a much smaller need.

Deliverable(s):

- 1.2.1 Expanded Needs Assessment
- 1.2.2 Project Plan with Timeline and Milestones

1.3. **Discovery** - Provider will gather all information needed for the development of the database.

Deliverable(s):

- 1.3.1 Documentation of solutions to address the expanded Needs Assessment

1.4. **Project Plan** - After the needs assessment and discovery phase are complete, Provider will discuss a project plan with RCEA. Provider will present specifications for the proposed database

Deliverable(s):

- 1.4.1 Project Plan

PHASE 2 - IMPLEMENTATION

2.1. **Product Development or Configuration of Existing Product** - Provider will begin initial buildout of the database or configuring an existing database to meet the needs of RCEA following the Project Plan developed in Phase 1.

2.2. **Implementation Sprints (Design, Build, Test, Review, Launch)** – Provider will perform work in dedicated blocks of time called Implementation Sprints. RCEA and Provider will meet regularly before implementation sprints and adjust the schedule and milestones as needed. Sprint lengths can be determined based on the Proposer’s usual workflows.

RCEA agrees to provide assistance, cooperation, information, data and resources reasonably necessary to enable the proposer to perform these services.

Deliverable(s):

- 2.2.1 Walkthrough of initial build outs
- 2.2.2. Data dictionary

2.3. **Data migration** – Provider will migrate the data from existing databases into the new database, if required. Provider will work with RCEA to determine which fields are critical to be imported and any data manipulation required to migrate the tables.

2.4. **Finalize Configuration** - Provider will fine tune the database, dashboards, queries, reports, and other processes to meet RCEA’s needs for the NREN programs and partners.

2.5. **Acceptance Testing** – Provider will test the database to confirm system performance. Provider will demonstrate system performance to RCEA, and possible NREN staff outside of RCEA who

will be using the system. Provider must receive written acceptance of the product from RCEA before entering Phase 3 - Launch.

Deliverable(s):

2.5.1 User Acceptance Testing Sign-off

PHASE 3 - LAUNCH

3.1. **Training** - Provider will provide database training and user manuals to RCEA. Provider will provide training to all database users before being granted access to the database. Assumes a “train the trainer” model where Provider provides documentation to all workflows and helps equip project members to train other staff. This will be approximately 30 database users across the NREN territory. Provider will prepare to perform at minimum one full staff training across all regions and then train key staff as new functions are added.

3.2. **Staff Training** – RCEA would like the ability to make minor modifications to the database on their own and Provider should train RCEA database administrators on performing in-house support. This will be at minimum one training on basic modifications including adding and removing fields, updating picklists, and updating work flows.

Deliverable(s):

3.2.1 User Manuals

3.2.2 Documentation of all workflows

3.2.3 Any other training materials developed for “train the trainer” model

3.3. **Stabilization** - There will be a stabilization period where any errors identified can be rectified and users can confirm that the database meets the needs as agreed upon. Provider will identify a method for these items to be communicated and resolved. RCEA and Provider will also meet frequently during this period of stabilization.

Deliverable(s):

3.3.1 List of errors and subsequent resolution

3.4. **Product Finalization and Acceptance**– Provider will demonstrate that the stabilization period is complete, and all modifications have been accepted. Provider must obtain written confirmation from RCEA database administrators that the database meets the needs of RCEA including those described in Appendix 2 and the product is finalized.

PHASE 4 - ONGOING SUPPORT

4.1. **Technical support** - The proposer will provide continued technical support for the database. At minimum this would include security updates, platform updates, and basic technical support to users such as addressing access or adding new users. The Proposer may require a support package, or support at an hourly rate.

PHASE 5 – CLOSEOUT

- 5.1. **Program Closeout.** The NREN programs are currently funded through 2027. If NREN funding is not continued or the contract is otherwise terminated, RCEA expects that data will need to be exported and archived.
- 5.2. **Data Export and Archive.** The Proposer will export the data in the format requested by the RCEA database administrators. This may be CSV tables with critical information.

Deliverables:

- 5.2.1 Data tables to archive database

Desired Project Schedule

Proposers should attempt to meet the target schedule or include in their proposals a modified schedule. Proposers with the ability to meet or exceed the given timeline should explain what efficiencies they can provide.

Task	Due Date
Kick-Off Meeting	[September 5, 2025] <u>October 6, 2025</u>
Phase 1 Completion	[October 3, 2025] <u>November 4, 2025</u>
Phase 2 Completion	[Mid-January, 2026] <u>Mid-February, 2026</u>
Phase 3 Completion	[February 6, 2026] <u>March 6, 2026</u>
Phase 4 Support	Ongoing

ATTACHMENT 1 - Northern California Rural Regional Energy Network (NREN) 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 Provider's design deliverables.

Program	Description	Metrics tracked
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.	• Number of participating jurisdictions • Number of hard-to-reach jurisdictions • Number of training activities • The percentage increase in closed permits for building projects triggering energy code compliance within participating jurisdictions. • Number of jurisdictions with staff participating in a Codes and Standards Training
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.	• Equity-targeted customer participation, percentage • Number of loan applications submitted • Number of loans funded • Energy savings of projects financed.

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.	• Equity-targeted worker participation, percentage • Number of students trained • Number of pre-apprenticeship seats confirmed • Number of participants by sector • Percentage of participation relative to eligible target population for curriculum • Percentage of total WE&T training program participants that meet the definition of disadvantaged worker
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.	• Equity-targeted agency, school, local government participation, percentage • Hard-to-reach customer participation • Underserved customer participation • Contacts: # of contacts made by sub-sector and type • Number of projects initiated. • Number of Educational Opportunities offered. • Number Buildings Benchmarked

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 by NREN or PG&E and third-party program implementers.	• Number and type of educational activities completed • Energy efficiency kits distributed and channels • Energy assessments completed • Energy reports delivered • Percent of equity targeted customer participation • Tribal community engagement • Geographic distribution of delivered services
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.	• Total System Benefit (TSB) • Energy and demand savings • GHG saved • Movement towards increasing TSB • Movement towards increasing TRC • Project conversion rate • Percent of services rendered to HTR, disadvantaged, disinvested, and underserved customers

RRN003 – Commercial Resource Acquisition	NREN’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.	• Total System Benefit (TSB) • Energy and demand savings • GHG saved • Movement towards increasing TSB • Movement towards increasing TRC • Project conversion rate • Services to HTR, disadvantaged, and underserved customers exceed 70% of all rendered services.
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ATTACHMENT 2 – Database Needs and Desired Functions

RCEA seeks an NREN database with the following functions and data, separated by functions that are required versus desired.

Required database functions

1. Provide separate but linked repositories for account, site, and customer information, including but not limited to:
 - a. Site information
 - i. Location and address
 - ii. Built environment data (appliances, lighting, HVAC)
 - b. Customer Account information including:
 - i. Account numbers
 - ii. NAICs Code
 - c. Customer Contact Information:
 - i. Name, Phone, and Email
 - ii. Event attendances
2. Customer Relationship Management:
 - a. Customer program participation (NREN programs)
 - b. Customer workshop attendance
 - c. Referrals to external third-party program implementers
3. Project Management, including but not limited to:
 - a. Track a project from start to finish
 - i. Track project milestone dates and status
 - b. Track measures installed or incentivized
 - i. Track measure savings and measure data required for reporting
 - ii. Track incentives committed
 - c. Track services provided
 - d. Track forecasted service completion and project completion dates
 - e. Track customer application statuses
4. Reporting:
 - a. Export data in format needed for CPUC reporting
 - b. Query data for internal and external reporting, performance, quality control, and program evaluation
5. Workshops/Events:
 - a. Track attendance
6. Customer Intake
 - a. Collect customer data to determine program eligibility
 - b. Accept online applications/form data

Desired database functions

1. Provide separate but linked repositories for account, site, and customer information, including but not limited to:
 - a. Site information
 1. Ideally record data from site assessments
 - ii. Energy usage intensity
 - b. Customer Account information including:
 - i. rate schedule
 - ii. Meter Location
 - iii. Customer energy usage and billing history
 - iv. Calculate blended rates
 - c. Customer Contact Information:
 - i. Calls/Interactions
2. Customer Relationship Management:
 - a. Customer service interactions
 - b. Support customer marketing/outreach tracking
3. Project Management, including but not limited to:
 - a. Assignments of roles to staff members
 - b. Track measures installed or incentivized
 - i. Import measure data from the California electronic Technical Reference Manual (CAeTRM)
 - c. Calculate energy savings
 - d. Track financing status
 - e. Import and/or track data from external savings tools (i.e. Modified Lighting Calculator)
 - f. Calculate project financials including cost savings, payback, net present value
4. Program Management and Reporting Support, including but not limited to:
 - a. Track delivery of program services (all programs) from start to finish
 - b. Track customer qualifications
 - c. Track energy savings goals
 - d. Track program budgets
 - e. Program performance towards goals
 - f. Program eligibility requirements
5. Reporting:
 - a. Export data for customer reports
 - b. Generate customer reports
6. Other desired functions:
 - a. Data entry using a tablet or mobile device
 - b. Lookups using multiple identifiers
 - c. Creating leads lists for targeted marketing
 - d. Track referrals to internal and external programs
 - e. Assign customer roles and staff roles
 - f. Set user permissions
 - g. Track customer marketing and outreach
 - h. Generate documents in word or PDF format
 - i. Secure chat
 - j. Monday.com Integration

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:	☐ Yes ☐ No
Please indicate your Federal Tax Number:	
Is your firm incorporated?	☐ Yes ☐ 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 – AGREEMENT

REDWOOD COAST ENERGY AUTHORITY SOFTWARE DEVELOPMENT AND SUPPORT SERVICES AGREEMENT

This Agreement is made and entered into by and between the Redwood Coast Energy Authority (“RCEA”), a Joint Powers Authority, and _____, a _____, (“Consultant”). RCEA and Consultant are hereinafter also referred to collectively as the “Parties” and individually as a “Party”. This Agreement is effective _____.

RECITALS

WHEREAS, RCEA solicited proposals for software database development and technical support services related to program tracking and administrative reporting for the Northern California Rural Regional Energy Network (“NREN”);

WHEREAS, Consultant has the demonstrated qualifications, skills and training necessary to perform the NREN database services needed by RCEA, and RCEA desires to retain Consultant to complete 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. Definitions.

- 1.1 “Confidential Information” means Personal Identifying Information, Personal Data, or confidential utility usage data when associated with any information that can reasonably be used to identify as individual, family, household, residence, or non-residential RCEA customer, except that Confidential Information does not include usage information from which identifying information has been removed such that an individual, family, household or residence, or non-residential customer cannot reasonably be identified or re-identified.
- 1.2 “Documentation” means the technical publications relating to the use of the Software Product, such as reference, installation, administrative and programmer manuals, provided by Consultant to RCEA.
- 1.3 “Errors, Defects and Malfunctions” means either a deviation between the function of the Software Product and the Documentation furnished by Consultant for the Software Product, or a failure of the Software Product which degrades the use of the Software Product.
- 1.4 “Fix” means repair or replacement of source, object or executable code in the Software Product to remedy an Error, Defect or Malfunction.
- 1.5 “Patch” means a temporary repair or replacement of code in the Software to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in Software Product updates.
- 1.6 “Non-Public Data” means data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the RCEA because it contains information that is exempt by statute, ordinance or

administrative rule from access by the general public as public information.

- 1.7 “Personal Data” means data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g. Social Security, driver’s license, passport); financial account information, including account number, credit or debit card numbers.
- 1.8 “Personally Identifiable Information” (PII) means a combination of data elements such as Social Security number, driver’s license or other government-issued identification number, passport number, financial account number, or credit or debit card number in combination with security codes that, when linked to the individual’s first name or first initial and their last name, and not encrypted or otherwise could lead to the loss, theft or unauthorized use of the individual’s personal information.
- 1.9 “Priority Category” means one of three priority levels assigned to an Error, Defect or Malfunction, designating the urgency of correcting an Error, Defect or Malfunction. Assignment of a Priority Category to an Error, Defect or Malfunction is based on RCEA’s determination of the severity of the Error, Defect or Malfunction and Consultant’s reasonable analysis of the priority of the Error, Defect or Malfunction. Priority Categories are as follows: *Priority Category 1*: An Error, Defect or Malfunction which renders the Software Product inoperative; or causes the Software to fail catastrophically; *Priority Category 2*: An Error, Defect or Malfunction which substantially degrades the performance of the Software Product, but does not prohibit RCEA’s use of the Software; *Priority Category 3*: An Error, Defect or Malfunction which causes only a minor impact on the use of the Software Product.
- 1.10 “Product,” “Software,” or “Software Product” means one or more of the proprietary computer software programs identified in Exhibit A all related materials, Documentation, all corrections, Patches, revisions, updates, enhancements and new modules or items thereto, and other written information received by RCEA from Consultant, whether in machine-readable or printed form.
- 1.11 “Product Development Services” means those phases of the Services for professional services associated with Software Product development, testing and launch as more fully described in Exhibit A, “Scope of Services.”
- 1.12 “RCEA Data” means data in electronic form input or collected through the Service from RCEA, including but not limited to Confidential Information, Non-Public Data, and Personal Data.
- 1.13 “Services” means the totality of the work performed and services provided by Consultant under this Agreement as specifically described in Exhibit A, “Scope of Services”.
- 1.14 “Software Product,” “Software,” or “Product” means one or more of the proprietary computer software programs identified in Exhibit A, all related materials, Documentation, all corrections, Patches, revisions, updates, enhancements and new modules or items thereto, and other written information received by RCEA from Consultant, whether in machine-readable or printed form.
- 1.15 “Source Code” means the human readable compliant form of the Software Product to be

provided by Consultant.

- 1.16 “Support Services” means those phases of the Services for maintenance and technical support of the developed Software Product including, but not limited to, providing assistance as necessary to cause the Software Product to perform in accordance with the specifications of the Services and providing updates as required for security or to assure functionality under operating system updates, as more fully described in Exhibit A, “Scope of Services.”
- 1.17 “Workaround” means a change in the procedures followed or end user operation of the Software Product to avoid an Error, Defect or Malfunction without significantly impairing functionality or degrading the use of the Software Product.

2. Scope of Services.

- 2.1 Services Defined. Consultant agrees to provide and perform the services described in Exhibit A, “Scope of Services” (“Services”). The term Services when used in this Agreement unless otherwise stated includes both Product Development Services and Support Services. All Services shall be provided in accordance with the terms and conditions of this Agreement.
- 2.2 Support Services. Consultant shall provide Support Services at a level of service that meets or exceeds the following service levels based on Priority Categories:
 - 2.2.1 *Priority Category 1 Protocol:* Within four hours, Consultant assigns a product technical specialist(s) to diagnose and correct the Error, Defect or Malfunction; thereafter, Consultant shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software Product upgrade. Consultant will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error, Defect or Malfunction is corrected.
 - 2.2.2 *Priority Category 2 Protocol:* Within twenty-four hours, Consultant assigns a product technical specialist(s) to diagnose the Error, Defect or Malfunction and to commence correction of the Error, Defect or Malfunction; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Consultant’s staff; and to exercise all commercially reasonable efforts to include a Fix or Patch for the Error, Defect or Malfunction in the next Software maintenance release.
 - 2.2.3 *Priority Category 3 Protocol:* Consultant may include a Fix or Patch in the next Software Product upgrade.
 - 2.2.4 *Hotline Support.* Consultant shall provide remote access hotline support to RCEA to initiate resolution of Priority 1 and Priority 2 Errors, Defects and Malfunctions. Hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by online application, electronic bulletin board, electronic mail or

other service 24-hours a day, seven-days a week. Responses to questions posted by electronic means will be made within the time frame established under Priority Protocols for an Error, Defect or Malfunction in the Software Product.

- 2.3 Warranty Period. Consultant warrants that the Software Product, and any updates thereto, will be free from defects as to design, material, and workmanship and will perform in accordance with specifications set forth in this Agreement for a period of one year beginning at the time of RCEA's final acceptance of the Software Product ("Warranty Period"). During the Warranty Period, Consultant shall Fix any Errors, Defects or Malfunctions to ensure the Software Product meets the initially defined scope as part of the development contract at no additional cost.

3. Term of Agreement.

- 3.1 Product Development Services Term. The term of the Product Development Services shall commence on _____ and expire upon RCEA's acceptance of the final Software Product, unless earlier terminated as otherwise provided herein. Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.
- 3.2 Support Services Term. The term of the Support Services shall commence on date of RCEA's Software Product acceptance and expire one year thereafter, unless earlier terminated as otherwise provided herein. The Support Services Term of this Agreement shall automatically renew for additional one (1) year terms. Either Party may elect to not renew the Agreement by providing written notice to the other as follows: (a) in the event the Consultant desires to not renew the Agreement, written notice of nonrenewal shall be provided to RCEA no less than 180 days in advance of the annual renewal date; (b) in the event RCEA desires to not renew the Agreement, written notice of nonrenewal shall be provided to the Consultant no less than thirty (30) days prior to the annual renewal date.

4. Compensation. Consultant shall be paid for Services completed 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.

- 5.1 Product Development Services. Consultant shall submit invoices no more frequently than monthly for Product Development Services completed in the prior month and the final bill for Product Development Services upon RCEA's acceptance of the Product.
- 5.2 Support Services. Upon RCEA's acceptance of the Product, RCEA will pay a monthly Support Services Fee in the amount of \$_____ for Support Services.
- 5.3 General. 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 accounting@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. Consultant is not entitled to any payments until RCEA approves the goods and/or Services delivered pursuant to this Agreement. Payments to Consultant by RCEA shall not excuse Consultant from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by RCEA and in such case must be replaced by Consultant without delay at no cost to the RCEA.

6. **Grant of License.** Subject to the terms and conditions of this Agreement, Consultant grants to RCEA a non-exclusive and non-transferable perpetual license as necessary for RCEA to use the Software Product.
7. **Standard of Care.** The standard of care for all Services performed or furnished by Consultant under this Agreement will be the care and skill required by current, good, and sound professional practices and procedures, and in conformance with generally accepted standards 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.
8. **Hold Harmless and Indemnification.**
 - 8.1 **General Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), 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, and its subcontractors if any, not to exceed Consultant's proportionate percentage of fault.
 - 8.2 If this Agreement is not for professional services subject to California Civil Code § 2782.8(a) or Consultant is not a 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-Consultants or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.
 - 8.3 **Infringement Indemnification.** Consultant agrees to indemnify, hold harmless and defend (or at Consultant's option, settle) any third-party claim, suit or action brought against RCEA to the extent that it is based upon (i) a claim that the Software Product infringes or misappropriates the intellectual property rights of any third-party, or (ii) to the extent that it is caused in whole or in part by the gross negligence or willful misconduct of Consultant; and, will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against RCEA. Consultant will have no liability under this Section to the extent that any third-party claims described herein are based on (i) any use of the Software

by RCEA in a manner that violates this Agreement or the instructions given to RCEA by Consultant; (iii) any use of the Software in a manner that it was not intended; (iv) RCEA's commercially reasonable failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) RCEA's breach of this Agreement and failure to cure after notice thereof; and/or (vi) RCEA's modifications to the Software made without Consultant's written consent.

- 8.4 **Survival of Obligation.** Consultant's responsibility for such defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law. 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.
- 8.5 **No Liability Limitation.** 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 in Exhibit C "Insurance Requirements." Failure to maintain the required insurance shall be grounds for termination of this Agreement.
8. **Independent Contractor 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. For avoidance of doubt, a change in control of Consultant shall be deemed an assignment and subject to advance written consent of RCEA, which shall not be reasonably withheld. Any assignment 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.** Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any subcontract work identified in this Agreement. If Consultant shall cause any part of the Services to be performed by a subcontractor, the provisions of this Agreement shall apply to such subcontractor, and Consultant shall be liable hereunder for all acts and negligence of the subcontractor.
11. **Books of Record and Audit Provisions.** 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 four years from the completion of this Agreement. The Consultant will permit RCEA to audit all books, accounts or records relating to this Agreement.
12. **Suspension, Termination.**

- 12.1 Suspension for Convenience. At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to Contractor. In such event, Contractor shall perform no additional Services under this Agreement until RCEA has provided written notice to Contractor to re-commence Services.
- 12.2 Termination for Convenience. This Agreement may be canceled at any time by RCEA upon RCEA's determination that termination is in RCEA's best interest. Termination for convenience shall be effected upon written notification to Consultant specifying the termination date. Consultant is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which termination occurs. Consultant shall be entitled to no further compensation for Services 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.
- 12.3 Termination for Cause.
- 12.3.1 *Consultant Performance Deficiencies.* If at any time RCEA believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, RCEA may provide written notice to Consultant of Consultant's deficiencies. In addition, RCEA may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance. Consultant's failure to provide a written assurances and/or a written plan to correct will constitute grounds for RCEA to declare a default under this Agreement without requiring further notice to cure.
- 12.3.2 *Consultant Breach, Cure, Default.* Except as otherwise provided in this Agreement, prior to declaring default, RCEA shall send written notice of breach to Consultant, which shall provide an opportunity to cure such breach within ten (10) calendar days after the date of notice from RCEA. If such failure is not curable within such ten (10) day period, Consultant shall be given the opportunity to cure the breach within such period of time as is reasonably necessary to accomplish such cure, *provided that* Consultant submits to RCEA within the initial 10-day cure period a written plan acceptable to RCEA to cure said breach, and then diligently commences and continues such cure according to the written plan.
- 12.4 Data at Termination. In the event of Agreement termination, Consultant shall implement an orderly return of RCEA Data in tables in Comma Separated Values (CSV) or another mutually agreeable format using the functionality of the services at a time agreed to by the Parties. In addition, Consultant shall ensure the subsequent secure disposal of RCEA Data by providing read-only access to the RCEA's Data for a period of 90 days after Agreement termination; and, no less than 30 days after the read-only access period, Consultant shall erase all copies of RCEA Data so that no copy of RCEA Data remains or can be accessed or restored in any way. Consultant shall deliver a written certificate of destruction to RCEA.

13. Ownership of Results/Works for Hire.

- 13.1 Ownership of Results. Any interest of Consultant or its subcontractors, in the Software Product or other deliverables under this Agreement, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Consultant or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to RCEA.
- 13.2 Works for Hire. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, Source Codes or any original works of authorship created by Consultant or its subcontractors in connection with the Services shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of RCEA. In the event that it is ever determined that any such works created by Consultant or its subcontractors under this Agreement are not works for hire under U.S. law, Consultant hereby assigns all copyrights to such works to RCEA.
- 13.3 Intellectual Property. Consultant shall retain all right, title, and interest in and to the Software Product, including without limitation all software used to provide the Software Product and all logos and trademarks reproduced through the Software Product, and this Agreement does not grant RCEA any intellectual property rights in or to the Software Product or any of its components.

14. Security.

- 14.1 Security Standard. Consultant shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall, at a minimum, be protective as ISO-27000 series, NIST SP 800-53, or SOC 2 Type 2. Consultant agrees to participate in scheduled and random data security and privacy compliance audits, and to correct identified failures.
- 14.2 RCEA Data Security Policy. Consultant acknowledges RCEA may provide it with Confidential Information subject to legal data security requirements with which RCEA must comply. As an express condition precedent to receiving Confidential Information, Consultant agrees to comply with all terms of RCEA's Data Security Policy.

15. Representations and Warranties.

- 15.1 Conformity to Specifications. Consultant warrants that the Software Product and any updates and improvements will be free from defects as to design, material, and workmanship and will perform in accordance with the specifications for the Product required by this Agreement for a period beginning at the time of RCEA's final acceptance of the Product or update and continuing for 1 year thereafter ("Warranty Period"). During the Warranty Period, Consultant shall Fix the Software Product at its sole cost.

16. Supplier Ethics. Additionally, Consultant shall at all times comply with RCEA's 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>).

17. **Assignment.** Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. For avoidance of doubt, a change in control of Consultant shall be deemed an assignment and subject to advance written consent of RCEA, which shall not be reasonably withheld. Any assignment 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.
18. **Subcontracting.** Consultant may not subcontract any portion of the Service without prior written approval from RCEA. The provisions of this Agreement shall apply to any approved subcontractor. Consultant shall be liable to RCEA for all losses incurred hereunder due to the negligent acts and omissions of the subcontractor.
19. **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.
20. **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.
21. **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.
22. **Designation of Representative.** Consultant and RCEA shall designate specific individuals to act as representatives (each, a "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.
23. **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:

Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

Notices shall be given to Consultant at the following address:

24. **Compliance with Applicable Laws.** Consultant shall comply with any and all applicable federal, state and local laws affecting the Services covered by this Agreement.
25. **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.
26. **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.
27. **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.
28. **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.
29. **Authority.** Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
30. **Counterpart Signatures.** This Agreement may be signed in separate counterparts including through the use of verified electronic signature and .pdf. All counterparts when signed shall constitute an enforceable agreement.
31. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:
- Exhibit A: Scope of Work
 - Exhibit B: Compensation
 - Exhibit C: Insurance Requirements

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
Redwood Coast Energy Authority
Date: _____

Name:
Title:
Date: _____

EXHIBIT A: SCOPE OF WORK

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EXHIBIT B: COMPENSATION

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EXHIBIT C: INSURANCE REQUIREMENTS

1. General: 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. Prior to execution of the Agreement, and subsequently 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 or 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.
- 7.1 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 for workers compensation and \$1,000,000 per accident for Employer liability.
- 7.2 Commercial General Liability: Consultant shall maintain \$2,000,000 minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
- 7.3 Business Auto: Consultant shall maintain at a minimum \$1,000,000 business automobile insurance coverage each occurrence, including coverage for owned, non-owned and hired vehicles.
- 7.4 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 \$2,000,000 single limit, any one claim and \$5,000,000 annual aggregate.
- 7.5 Technology Professional Liability Errors and Omissions Insurance. Consultant shall maintain Technology Professional Liability Errors and Omissions Insurance with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 6.1 The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of RCEA in the care, custody, or control of CONSULTANT. If not covered under Consultant's liability policy, such "property" coverage of RCEA may be endorsed onto Consultant's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of RCEA that will be in the care, custody, or control of Consultant.

- 7.6 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 his Exhibit D.

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