



Contractor and Vendor Network Terms and Conditions

Information about RCEA's Contractor and Vendor Network can be found here:

<https://redwoodenergy.org/contractorvendornetwork/>

1. Inclusion in RCEA's Contractor and Vendor Network is at RCEA's sole discretion. Any enrolled Contractor or Vendor may be removed at any time in at RCEA's sole discretion.
2. An enrolled Contractor or Vendor may request removal from the Contractor and Vendor Network at any time by submitting a written request to RCEA. Removals from the website will occur in April, August, and December.
3. RCEA's Contractor and Vendor Network will be reviewed for renewal each year on November 30th or as required for program administration. If RCEA extends the Contractor and Vendor Network, participants will be required to renew to maintain inclusion in the Contractor and Vendor Network. RCEA maintains the right to extend the expiration date with written notification.
4. Contractor Applicant certifies they have the required licenses to perform the work they are soliciting and will provide copies to RCEA upon request.
5. Vendor Applicant certifies they have the required licenses for the sale of goods they are soliciting and will provide copies to RCEA upon request.
6. Contractor Applicant is expected to perform installations of energy efficient equipment related to the service types listed in their Enrollment Form within Humboldt County, CA. Contractors based outside Humboldt County must list their minimum requirements to serve Humboldt County customers.
7. Vendor Applicant is expected to sell energy efficient equipment related to the service types listed in their Enrollment Form at customer project scale to customers within Humboldt County, CA.
8. For purposes of Open Enrollment 21-612, energy efficient equipment is defined as: qualified for any rebate or incentive offered by any RCEA program, Pacific Gas and

Electric Company (PG&E) programs, PG&E Third-Party programs, or CA statewide programs; qualified for any energy efficiency financing product or program; or qualified for any state or federal tax incentive for energy efficiency or renewable energy. Applicants are encouraged to engage with RCEA prior to enrollment if they have questions whether equipment they install or sell meets the energy efficient equipment definition. The determination of whether the equipment installed or sold by the enrolled Network Contractor or Vendor meets the energy efficient equipment definition will be made by RCEA at its sole discretion.

9. RCEA reserves the right to update the installation service types and equipment service types at any time.
10. Applications may be submitted at any time. Approved applicants will be added to the website in April, August, and December.
11. RCEA may choose to verify all information submitted in the Enrollment Form prior to Network enrollment. RCEA reserves the right to verify at any time that the enrolled Network Contractor or Vendor installs or sells energy efficient equipment (as defined in Section 8) and continues to meet all terms and conditions throughout the duration of the Contractor and Vendor Network.
12. Once enrolled, Network Contractors and Vendors may represent themselves as belonging to RCEA's Contractor and Vendor Network. However, enrolled Contractors and Vendors may not represent themselves as an employee or representative of RCEA nor as an RCEA Installation Contractor Partner (unless applicant also holds Partner contract with RCEA). RCEA expressly prohibits co-branding by Network Contractors and Vendors in any format.
13. RCEA will not be a party to any installation contract between a customer and Network Contractor and will have no liability for a Network Contractor's work. RCEA makes no warranty, implied or express, for any goods sold or installed by a Network Contractor.
14. RCEA will not be a party to the sale of goods to any customer by a Network Vendor and will have no liability for a Network Vendor's work. RCEA makes no warranty, implied or express, for any goods sold by a Network Vendor.
15. Under no circumstances associated with this Open Enrollment 21-612 will RCEA owe a Network Contractor, Network Vendor, nor any of their client's funds for any purpose.
16. Only the service types listed on the Enrollment Forms are considered for this Open Enrollment 21-612. Please see RCEA's Contracting Opportunities webpage at <https://redwoodenergy.org/about/contracting-opportunities/> or additional opportunities.
17. RCEA will not accept Enrollment Forms through this Open Enrollment 21-612 for utility-scale energy project installations or equipment sales.
18. RCEA website listings of Network Contractors and Vendors will be limited to content provided in the Enrollment Form.
19. RCEA reserves the right to display the service types for the Contractor and Vendor listing on the RCEA Website differently than depicted on the Enrollment Forms.

20. Enrollment in RCEA's Contractor and Vendor Network is not a guarantee of work or sales by RCEA.
21. All services performed by a Network Contractor or Vendor in association with the RCEA Contractor and Vendor Network must be in compliance with all laws, ordinances, codes, and regulations.
22. Each enrolled Contractor and Vendor, for itself and its heirs, successors and assigns (collectively, "Indemnifying Party"), agrees to release, defend, indemnify and hold harmless RCEA, and their respective officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with the Indemnifying Party's operations or services provided, offered, or performed as a Network Contractor or Vendor, or of those of the Indemnifying Party's subcontractors or agents.