

# Request for Proposals (RFP) for Northern California Rural Regional Energy Network

Commercial Energy Efficiency Sub-Program  
Implementer

## RFP-26-601



Issued by

**Redwood Coast Energy Authority**

**[www.RedwoodEnergy.org](http://www.RedwoodEnergy.org)**

Date Issued: Thursday February 12, 2026

Responses to this RFP due by 5:00pm PPT on  
April 3, 2026, via email to

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

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# SECTION I – PROJECT INTRODUCTION AND OVERVIEW

## Introduction

The Redwood Coast Energy Authority (RCEA) is soliciting proposals from qualified firms to deliver retrofits of energy efficient water heating and lighting at non-residential facilities for the Northern California Rural Regional Energy Network (aka Northern Rural Energy Network or NREN).

The NREN Commercial Energy Efficiency (“EE”) Program is a comprehensive energy efficiency and electrification program that aims to reduce energy usage, peak load, and greenhouse gas emissions for non-residential customers in the Sierra Nevada, Lake County, and North Coast rural regions, with an emphasis on serving Hard-to-Reach (HTR), disadvantaged, and underserved communities.

NREN was approved by the California Public Utilities Commission (CPUC) in late September 2024. NREN is a new California Regional Energy Network (REN) formed and implemented by four partners: the Redwood Coast Energy Authority (RCEA), Lake Area Planning Council (LAPC), Mendocino Council of Governments (MCOG), and Sierra Business Council (SBC). RCEA is the designated Lead Portfolio Administrator for the NREN.

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. 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 firm (Implementer) or team of firms to deliver retrofits of energy efficient equipment under a sub-program of the Commercial EE program (the “Program”), focusing on heat pump water heaters and lighting, at non-residential facilities in NREN territory to meet a portion of the energy savings goals of the Program. The Program and sub-program will prioritize Disadvantaged Communities (DAC), underserved<sup>1</sup>, and HTR non-residential customers (collectively known as “Equity customers”) throughout the entire NREN region. The selected Implementer will collaborate with the appointed NREN Commercial EE Program leads or designee (“NREN Program Leads”) to deliver services through a direct install approach.

NREN staff will perform outreach for the sub-program and initial site assessments and project leads will be supplied to the Implementer. From those leads, the Implementer will identify and install energy-efficiency upgrades (lighting and heat pump water heaters) for non-residential Equity Customers. Incentive amounts for the sub-program will be finalized in collaboration with the NREN Program Leads during the program development task, utilizing the knowledge and experience of the Implementer to set rebate values that will highly incentivize participation while allowing for sub-program goals to be met within the allocated budgets.

Exhibit A – “Commercial Energy Efficiency Sub-Program Details” includes a sub-program description, including sub-budget and details on coordinating implementation with NREN staff.

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<sup>1</sup> As defined in CPUC Decision (D.)23-06-055 section 7.2.

## Teaming Partner List

RCEA is compiling a Teaming Partner List to facilitate the formation of project teams for this RFP. Proposers are encouraged to increase participation and awareness through partnerships with locally-based contractors that are headquartered in or do the majority of their work within NREN territory, utilizing either existing networks or working with NREN staff to create new ones.

The Teaming Partner List allows organizations that may wish to participate on a project to express their interest to other applicants and explore potential partnerships. If you are interested in being added to the teaming partner list and having your information shared with others, please click the following link to complete the form: [RFP-26-601 Teaming Partner List Entry Form](#).

By submitting a request to be included on the Teaming Partner List, the requesting organization consents to the publication of its contact information for the purposes of connecting potential applicants with each other. By enabling and publishing the Teaming Partner List, RCEA is not endorsing, sponsoring, or otherwise evaluating the qualifications of the individuals and organizations that are identifying themselves for placement on this Teaming Partner List. RCEA will not pay for the provision of any information, nor will it compensate any applicants or requesting organizations for the development of such information.

The Teaming Partner List will be available online at: [RFP-26-601 Teaming Partner List](#). This List will be regularly updated to reflect new teaming partners who provide their organization's information. By submitting a request to be included on the Teaming Partner List, the requesting organization consents to the publication of the information provided.

Participating on the Teaming Partner List or forming partner teams is not a requirement of this RFP, though it is encouraged to ensure sub-program implementation throughout the 17-county NREN territory.

## Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Deadline for Questions to be submitted	4:00 pm PPT, Friday, March 6, 2026
Teaming Partner List Submissions Due	Rolling submissions accepted through Friday, March 13, 2026
Responses to Written Questions issued via Addendum	Friday, March 13, 2026
Proposals Due	5:00 pm PPT, Friday, April 3, 2026
Proposer Interviews (as needed)	April 13 – 30, 2026
Contract Award (RCEA Board Meeting)	By Thursday, May 28, 2026

## Proposal Submission

Please submit proposals by **5:00pm PPT, April 3, 2026**, electronically to [procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org). Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

# Evaluation and Selection Process

An evaluation 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.

Following initial proposal evaluation, the committee may select one or more Proposers (with or without interviews); or conduct interviews with a short-list of Proposers, consisting of those Proposers reasonably likely, in the opinion of the evaluation committee to be awarded the contract. Any interview may include discussions about services offered, conflicts of interests with other clients or fees/compensation amount or structure. Interviews may take place through written correspondence, telephone or video conference or face-to-face interviews, at RCEA’s sole discretion. RCEA reserves the right to not convene interviews or discussions and to make an award on the basis of initial proposals received. References may be contacted at any point in the evaluation process.

The RCEA governing Board of Directors will award the contract based on the final selection of the evaluation committee.

The evaluation criteria and weighting are as follows:

<u>Evaluation Criteria</u>	<u>Weight of Score</u>
Proposal Team’s Qualifications, Experience, and Demonstration of Past Success	30
Inclusion of Local Contractor Partnerships with Project Proposal	5
Approach to Sub-Program Implementation, Schedule, and Feasibility	30
Additions, Deletions and/or Exceptions taken to the Agreement Provisions	10
Cost and fees	25
<b>PROPOSAL REVIEW TOTAL</b>	<b>100</b>
Short List Bonus Points (Only Awarded to Short-listed Proposers)	10
<b>SHORT LIST TOTAL</b>	<b>110</b>

# SECTION II – PROPOSAL REQUIREMENTS

## A. Content and Format of Proposal

Proposers shall submit their Proposals in PDF format and include the following items shown in this section and in the order listed:

### 1. Company Information

Provide Exhibit A - Firm's Business Information.

### 2. Qualifications and Experience

- a. Narrative: Provide a Qualifications and Experience Narrative that addresses the following (No more than 5 pages):
  - i) The proposal team's experience delivering or coordinating the work associated with non-residential sector and/or small-to-medium business programs, including the number of years of experience, types and sizes of clients and approximate number of clients.
  - ii) The proposal team's experience working with Regional Energy Networks ("RENs"), California Investor-Owned Utilities and/or California Community Choice Aggregators ("CCAs"), and municipalities within the energy regulatory landscape.
  - iii) Provide past experience working in the 17-county NREN region, including what specific regions were served.
  - iv) Provide relevant past project conversion rates.
  - v) Provide a project organization and staffing chart, including any subcontractors that will support the services.
- b. In addition to the Qualifications and Experience Narrative, provide:
  - i) Resumes of up to 7 key personnel who will be responsible for delivering the scope of work described in Section III.
  - ii) Exhibit B - List of subcontractors.

### 3. Proposed Approach Narrative

Provide a Proposed Approach Narrative that addresses the following:

- a. The proposed approach, methods and services to meeting the capabilities and tasks described in Section III and the collaborative approach to working with NREN.
- b. Include a schedule for pre-launch activities and sub-program milestones.
- c. Explain common implementation challenges and how your firm will work with NREN to resolve those challenges.

### 4. References

Provide references for three (3) current or former clients (California REN or energy utility 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.

## 5. Project Budget Proposal

Provide the total labor and non-labor cost for the Proposer to deliver the contemplated scope of work described in Section III – Scope of Work. See Attachment 1 for the Budget Proposal that must be filled out and included with the Proposal submission.

**Budget Proposal:** As presented in Attachment 1, the Budget Proposal should detail all expenses for SOW Tasks 1-4, including, as applicable:

- a. A detailed personnel-hour estimate by personnel classification for each Task.
- b. Itemized costs for all fees, separated by Task
- c. For project installation costs, be sure to separate out all project incentive dollars in the budget. Customer incentive dollars will be paid at set rates after completion of a project to the installation contractor.

**Billable Labor Rates:** As presented in Attachment 1, provide a schedule of Billable Labor Rates. Include an annual escalation to such fees, if applicable.

## 6. Agreement Provisions

The successful Proposer will work with RCEA to negotiate a contractual services agreement. However, RCEA requires that the Agreement Provisions, attached in Exhibit C, are substantively included in the agreement.

The Proposer may note any additions, deletions and/or exceptions to the Agreement Provisions by listing on a separate page 1) the specific provision proposed for revision, 2) the proposed revision, and 3) the reason for the proposed revision. Please note that proposing revisions to the Agreement Provisions is discouraged. If there are no proposed revisions, please note in this section: "There are none."

## B. RFP Procedure and Requirements

**Proposal Term.** RCEA reserves the right to withhold award of contract for a period of ninety (90) days following the Proposal due date listed in the RFP schedule. All proposals received are considered firm for that 90-day period.

**Standard Agreement.** After award of contract, an execution-ready 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 regarding this RFP or other pre-proposal documents must be submitted electronically to [procurement@redwoodenergy.org](mailto:procurement@redwoodenergy.org) with "RFP-25-606" 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.

**Supplier Clearinghouse and Labor Practices.** Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives, RCEA collects information regarding supplier diversity and labor practices from its contractors regarding past, current and/or planned efforts and policies. Pursuant to Public Utilities Code §§ 8281-8286 (through which the CPUC requires RCEA and its commission-regulated subsidiaries and affiliates to submit annual detailed and verifiable plans for increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' procurement in all categories), respondents that execute a contract with RCEA will be required to complete a supplier diversity questionnaire at the time of execution, and/or periodically at later dates as specified by RCEA. Proposers that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's Supplier Diversity Clearinghouse Program. This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the offer package will not impact the selection process or good standing of executed contracts.

**Discrepancies and Misunderstandings.** Firms must satisfy themselves by reasonable examination of the specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No firm will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of RCEA will be clarified by RCEA in writing prior to the submission of proposals.

**Proposer Licensing Requirements.** 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/sites/850/2024/12/Purchasing-and-Procurement-Policy.pdf>).

## SECTION III - SCOPE OF WORK

This scope of work (“SOW”) is to be used as a general guide and is not intended to be a complete list of all work associated with this project. Proposers may suggest alternative approaches that will support the intent of the project and result in similar deliverables. RCEA reserves the right to revise or remove tasks.

This scope of work will be performed in coordination with NREN Program Leads, who are responsible for aspects of sub-program implementation that dovetail with, but not contained in, the Implementer SOW. Please review “Coordinating Implementation with NREN Staff” in Exhibit A for details about the work that NREN staff will perform.

### Scope of Work

Sub-program implementation services shall consist of the following tasks:

#### TASK 1: SUB-PROGRAM MANAGEMENT

**1.1 Kickoff Meeting** - The Implementer will meet with NREN Program Leads after the contract is executed to kick off services. NREN Program Leads and Implementer will introduce their core teams that will be engaging on this work. NREN Program Leads and Implementer will discuss strategies and the proposed timeline for completing each task. The Implementer shall prepare the following information to present at Kickoff meeting:

- A Gantt chart to include sub-program design and implementation timelines, milestones, and deliverables.
- A team organizational chart.

**1.2 Implementation Plan Support** - The Implementer will provide information about implementation processes for NREN to include in its Implementation Plan to be submitted to the California Energy Data and Reporting System (CEDARS) per CPUC requirements. The Implementer will not be responsible for Implementation Plan development and submittal.

**1.3 Attend Bi-Weekly Meetings** - The Implementer will attend bi-weekly check-in meetings with NREN Program Leads.

#### TASK 2: SUB-PROGRAM DEVELOPMENT

**2.1 Program Parameters Finalization** - The Implementer will support the finalization of sub-program design by working with NREN to determine optimal incentive amounts for all regions. The Implementer will provide suggested incentive amounts for the proposed measures, with priorities placed on non-residential Equity Customers. Incentive amounts should be set to best serve rural customers and incentivize targeted businesses and potentially public agencies in all regions.

**2.2 Prepare Sub-Program Work Plan** - To complete the development process, NREN and the Implementer will agree on the framework for project implementation, understanding of cost by measure type, and potential for utilization of locally based contractors by region outlined in the sub-program Work Plan. The Sub-program Work Plan shall include the following:

- Eligible measures and project cost structure.
- Measure installation and verification requirements.

- Process for coordinating with other sub-program implementers of public sector programs that utilize ratepayer funding to avoid duplication.

The Implementer will not be responsible for including NREN staff tasks in the Work Plan, such as detailing customer eligibility and how customers will be identified and referred to the Implementer.

**2.3 Pre-Implementation Coordination** - The Implementer will provide guidance to NREN staff on project identification, including critical information to be collected during NREN-administered facility assessments and criteria indicative of likely project success.

Deliverable(s):

- 2.A.** Proposed incentive rates by measure and region
- 2.B.** Sub-program Work Plan

**TASK 3: SUB-PROGRAM IMPLEMENTATION**

Based on the outreach, facility assessments, and lead generation provided by NREN staff, the Implementer will be responsible for the following tasks to execute project implementation:

**3.1 Lead Follow-up** - For every lead provided to the Implementer by NREN, the Implementer will contact the customer. If there is no response, the Implementer will follow up a minimum of two more times with the customer and alert NREN Program Leads to the situation. If a lead is determined to not be feasible for a project, the Implementer will provide justification via monthly data reporting (Task 4.2).

**3.2 Project Identification** - The Implementer will develop individual project scopes for non-residential customers, identifying energy saving opportunities across the following measures:

- Lighting (LED retrofits and controls)
- Heat pump water heaters

The implementer will provide cost-benefit analysis, deemed savings estimates and incentive calculations for measures with CPUC approved measure packages, and lighting savings and incentives utilizing the Modified Lighting Calculator (MLC) or other CPUC approved custom methodology. Projects utilizing Normalized Metered Energy Consumption (NMEC) methodology for savings will require coordination with NREN’s contracted NMEC engineering consultant.

**3.3 Project Implementation** - During retrofit implementation, the Implementer will manage project support, including: communication with the customer regarding scope and cost proposals, contractor engagement, installation QA/QC, and EM&V documentation. The Implementer will ensure adherence to all applicable codes, permitting requirements, and incentive program rules. Contractors must adhere to all workforce standards described in the Implementation Plan, the Program Manual and other RCEA requirements.

**3.4 Project Implementation Metrics** - The following metrics will be tracked and reported monthly. Annual targets will be discussed and set prior to entering into a Contract, and may be adjusted annually upon written approval of NREN Program Leads.

<b>Metric</b>	<b>2026 Targets</b>	<b>2027 Targets</b>
Conversion Rate by Region	TBD	TBD
Total System Benefit (TSB)	TBD	TBD

Total Resource Cost (TRC)	TBD	TBD
Energy and Demand Savings	TBD	TBD
GHG Savings	TBD	TBD
HTR Percent	TBD	TBD
Number of Projects Installed	TBD	TBD

Deliverable(s):

- 3.A.** Project Scope Proposals
- 3.B.** Completed energy efficiency projects in NREN regions

**TASK 4: SUB-PROGRAM DATA REPORTING AND EVALUATION**

**4.1 Data Tracking** - Implementer will supply NREN with the following data tracking information in an agreed upon format and timeline:

- Baseline conditions and post-installation metrics per CPUC requirements
- Provide monthly and quarterly reports to NREN

**4.2 Data Reporting** - Provide NREN with monthly and quarterly project reports including progress to sub-program goals through projects completed, project metrics, and justification for leads that did not result in projects, as well as identifying challenges and proposing solutions if necessary. Ensure that all information required for CPUC reporting is provided. Ensure that all data transferred containing PII is encrypted.

Deliverable(s):

- 4.A.** Data for project tracking including all necessary customer information and project milestone dates (i.e. enrollment date, incentive reservation date, installation date, project completion date)
- 4.B.** Monthly and quarterly project reports at the individual measure level including:
  - a. Site information
  - b. GHG Savings
  - c. Energy and Demand Savings
  - d. # of Units installed
  - e. HTR Criteria
  - f. Incentives Committed
  - g. Measure information from applicable CA eTRM CPUC approved measure package

# EXHIBIT A – COMMERCIAL ENERGY EFFICIENCY SUB-PROGRAM DETAILS

## Sub-Program Description

NREN’s Rural Commercial Energy Efficiency provides incentives, and turnkey installation services to increase adoption of EE, and electrification projects in NREN territories. The sub-program includes targeted measures for this solicitation which include heat pump water heaters and lighting. The sub-program focuses on non-residential HTR customers throughout the 17 county NREN region. Measure savings will use a combination of measure packages from the California Electronic Technical Reference Manual (CAeTRM), calculated/custom and meter-based savings.

More details on the full Commercial EE Program can be found in the Implementation Plan here: [cedars.cpuc.ca.gov/documents/download/3634/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3634/mainchange_summary%7Cmain%7Credline/)

## Sub-Program Overview

As noted in the Implementation Plan, the NREN Commercial EE Program is multi-faceted. It should be noted that the Program also includes an NMEC consultant to provide engineering support for potential NMEC measures (not included in this solicitation scope), as well as the potential of expanding on some measures and implementing them through NREN processes. For this solicitation, NREN plans to contract with an Implementer to focus on a sub-program for the Direct Install component of the Program for the following objectives:

- Deliver measurable energy savings for non-residential customers that fall within the NREN territory by identifying and implementing energy-efficiency upgrades focusing on lighting and heat pump water heaters.
- Prioritize underserved and hard to reach (HTR) non-residential customers.
- Implement approximately 50 Direct Install projects across the entire NREN region, with a total budget for both administration and incentives at around \$1,000,000 through the end of 2027.
- Increase program participation and awareness through localized partnerships with installation contractors.

The Commercial EE Program is funded through December 31, 2027.

## Sub-Program Budget

The expected not-to-exceed direct implementation and incentives budget for

2026-2027 is \$1 million. NREN expects that at least half of this budget will be allocated towards incentive payments, with the remainder allocated towards the non-incentive components of the services being solicited in this RFP.

## Coordinating Implementation with NREN Staff

It is anticipated that there will be close coordination with the NREN Program Leads. Working in close collaboration with the Implementer, NREN Program Leads will oversee the Program staff to undertake the following responsibilities:

### **Task 1: Sub-Program Management**

**1.1 Kickoff Meeting** - NREN Program Leads will come prepared to the Kickoff meeting to discuss team organization, timelines, and goals, as well as provide updates and details about the Commercial EE Program.

**1.2 Implementation Plan Support** - NREN Program Leads will be responsible for requesting desired information from the Implementer, as well as the development and completion of the final product to be submitted.

**1.3 Attend Bi-Weekly Meetings** - NREN Program Leads will attend bi-weekly check in meetings.

### **Task 2: Sub-Program Development**

**2.1 Program Parameters Finalization** - NREN Program Leads will collaborate with the Implementer to finalize sub-program incentive amounts by region.

After the Implementer provides guidance on incentive setting, NREN will make a final decision within one month.

**2.2 Prepare Sub-Program Work Plan** - NREN Program Leads will collaborate with the Implementer in the development of the Work Plan. Staff will contribute information relevant to NREN responsibilities, such as processes including, but not limited to, the following:

- Outreach and engagement to non-residential customers
- Development of outreach materials
- Performing facility assessments and project lead generation
- Incentive processing and distribution

It is expected that it will take NREN staff 1-2 months to complete its portion of the Work Plan.

**2.3 Pre-Implementation Coordination** - NREN Program Leads will work with the Implementer to develop facility assessment processes necessary to identify project viability. It is expected that it will take a month to complete this task.

### **Task 3: Sub-Program Implementation**

**3.1 Lead Follow-up** – NREN staff will perform sub-program outreach and initial site assessments and project leads will be supplied to the Implementer.

**3.2 Project Identification** - NREN staff will perform the following tasks to supply the Implementer with viable projects:

- Execute an outreach strategy for engaging non-residential customers.
- Propose methods to reach tribal communities, and economically disadvantaged areas.
- Provide outreach materials as needed for each territory.

- Generate leads and support customer enrollment through on-site visits, scheduled educational services, and tabling events.
- Provide assessments to potential non-residential customers.
- Offer streamlined enrollment pathways, minimizing paperwork and administrative burden for non-residential customers.
- Communicate with implementer and, if needed, sub-contractors on a regular basis regarding leads, assessments, and other critical updates.

**3.3 Project Implementation** - NREN staff will support with Implementer-Customer communications as needed and will distribute incentives.

**3.4 Project Implementation Metrics** - NREN Program Leads will define yearly targets in collaboration with the Implementer prior to entering a Contract. NREN staff will track progress toward metric target goals using Implementer monthly reports.

#### **Task 4: Sub-Program Data Reporting and Evaluation**

**4.1 Data Tracking** - NREN staff will utilize an internal database to calculate important metrics identifying sub-program success .

**4.2 Data Reporting** - NREN staff will report quarterly sub-program data to CEDARS in compliance with CPUC guidelines.

## EXHIBIT B - FIRM'S BUSINESS INFORMATION

Legal business name:	
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
Federal Tax Number:	
Is your firm incorporated?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name and remittance address that will appear on invoices:	
Physical Address:	

# EXHIBIT C - 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): \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

*(Attach additional sheets if more than two subcontractors are included in the proposal)*

## EXHIBIT D - AGREEMENT PROVISIONS

- A. Term.** Services shall commence upon the Effective Date and expire on December 31, 2027, unless earlier terminated as otherwise provided herein (“Term”). The Term of this Agreement shall automatically renew for four additional one (1) year terms. Either Party may elect to not renew the Agreement by providing written notice to the other no less than ninety (90) days prior to the annual renewal date.
- B. Hold Harmless and Indemnification.** IMPLEMENTER 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 defective products, negligent or wrongful act, error or omission of IMPLEMENTER, its officers, agents, employees or sub-contractors or any entity or individual for which IMPLEMENTER shall bear legal liability in the performance of professional services under this Agreement.

IMPLEMENTER’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.

- C. Insurance.** IMPLEMENTER agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement. Failure to maintain the required insurance shall be grounds for termination of this Agreement.
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 IMPLEMENTER’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, IMPLEMENTER 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 IMPLEMENTER 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 IMPLEMENTER ninety (90) days advance written notice.
  2. Workers’ Compensation and Employers’ Liability Insurance: IMPLEMENTER shall provide Workers’ Compensation and Employers’ Liability insurance for IMPLEMENTER’s employees and

agents to the extent required by law for workers compensation and \$1,000,000 per accident for Employer liability.

3. Commercial General Liability: IMPLEMENTER shall maintain \$1,000,000 minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
4. Business Auto: IMPLEMENTER shall maintain at a minimum \$1,000,000 business automobile insurance coverage each occurrence, including coverage for owned, non-owned and hired vehicles.

**D. Independent Contractor.** IMPLEMENTER 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. VENDOR 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 IMPLEMENTER.

**E. Assignment.** Neither party shall assign its obligations under this Agreement without the prior written consent of the other, except that IMPLEMENTER may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the IMPLEMENTER 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.

**F. Subcontracting.** IMPLEMENTER 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 IMPLEMENTER shall cause any part of the Services to be performed by a subcontractor, the provisions of this Agreement shall apply to such subcontractor, and IMPLEMENTER shall be liable hereunder for all acts and negligence of the subcontractor.

## **G. Confidentiality**

1. Confidential Information. In performing Services, IMPLEMENTER may have access to, or be provided with, or encounter Confidential Information as defined below. Unless otherwise expressly stated, IMPLEMENTER agrees such Confidential Information will strictly be used to perform Work, and IMPLEMENTER will restrict access to any Confidential Information to its Implementer Parties on a need-to-know basis and will not provide any Confidential Information to an affiliate of PG&E that produces energy or energy-related products or services.

“Confidential Information” shall mean:

- a. Personal Information as defined herein which includes, but is not limited to, NREN Customer or consumer, household information involving energy use data, billing data, account information, information relating to their facilities, equipment, processes,

products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, marketing plans, manufacturing processes or products; and

- b. information about the employees and business operations, informational or technological practices, models, trade secrets, and other related documentation or information related to the Party making the disclosure, its parent company, subsidiaries, affiliates, third parties, suppliers, contractors, and subcontractors.
  - c. “Confidential Information” does not include information that (a) was properly in the Party’s possession at the time of disclosure; (b) is or becomes publicly known through no fault of the Receiving Party; (c) was independently developed by the Receiving Party or (d) that the Disclosing Party agrees in writing is not Confidential Information.
  - d. If either Party is in doubt about whether certain information is Confidential Information, both Parties will treat such information as Confidential Information unless and until both Parties conclusively determine otherwise, considering the Parties’ respective duties.
2. Implementer Subcontractor/Sub-Processor Obligations. IMPLEMENTER agrees to notify RCEA of its Subcontractors or Sub-processors prior to providing them any Personal Information to perform Work under the Contract. IMPLEMENTER is solely responsible for requiring such Subcontractors, and/or sub-processors, to comply with and be bound by no less restrictive obligations than these Confidentiality requirements.
  3. Requirements To Return Or Destroy Confidential Information. All Confidential Information disclosed or provided by RCEA under this Agreement remains RCEA property. Unless prohibited by law or otherwise expressly stated herein, IMPLEMENTER and its Implementer Parties must return or destroy Confidential Information immediately upon RCEA’s instruction or return it promptly when the Confidential Information is no longer necessary to perform Work, which in no event the Confidential Information be retained upon the expiration or termination of this Agreement.
  4. Personal Information Use Restrictions. The Parties agree they shall not collect, use, retain or disclose personal information, as defined in California Privacy Rights Act of 2020 (CPRA, Proposition 24, amending California Civil Code 1798.100 et seq.) and modified from time to time, received, if any, under this Agreement (“Personal Information”) for any purpose other than for the specific purpose of performing its obligations under this Agreement. Personal Information shall not be sold or shared under any circumstances.
  5. Access to Confidential Information. Confidential Information obtained under this Agreement shall be for the sole purpose of carrying out the obligations under this Agreement. Each Party who receives Confidential Information will restrict access to the Confidential Information to those personnel with a need to know basis, upon which personnel must agree in writing to safeguard, handle, use and store if required, the Confidential Information with no less restrictive obligations as the requirements under this Agreement.

#### H. Data Protection and Cybersecurity

1. Data Retention and Destruction. RCEA-provided Confidential Information will only be retained by IMPLEMENTER for the minimum period necessary to meet IMPLEMENTER’s obligations under this Agreement. Upon termination or expiration of the Agreement, or at RCEA’s request and

option, IMPLEMENTER will destroy or return all RCEA-provided Confidential Information in IMPLEMENTER's possession, custody, and control. When destroying RCEA-provided Confidential Information, IMPLEMENTER must follow secure industry-standard destruction practices or methods expressly approved by RCEA that completely remove the data so it cannot be recovered. In the case of destruction, at the written request of RCEA, IMPLEMENTER will send a written confirmation of destruction.

## 2. Data Processing Restrictions.

- a. Unless otherwise provided in the Agreement or permitted under Applicable Law,
  - i. IMPLEMENTER shall not retain, process, or store RCEA-provided Confidential Information for any purpose other than performing Services;
  - ii. IMPLEMENTER shall not sell or share RCEA-provided Confidential Information; and
  - iii. IMPLEMENTER shall not combine RCEA-provided Confidential Information with other Personal Information IMPLEMENTER receives from or on behalf of another person or collects from its own interaction with consumers.
- b. Consumer Requests. IMPLEMENTER will promptly notify RCEA if it receives a request from any person made under any Applicable Law that relates to any of the RCEA-provided Confidential Information processed by IMPLEMENTER in performing the Work (a "Consumer Request"). Unless otherwise required by Applicable Law, IMPLEMENTER will not respond to a Consumer Request absent receiving and complying with RCEA's written instructions. IMPLEMENTER agrees to assist RCEA with any Consumer Requests.
- c. Cooperation with Audits and Risk Assessments. Upon RCEA's request and in accordance with Applicable Law, IMPLEMENTER will provide reasonable cooperation and not misrepresent any fact in connection with assisting RCEA's obligations to perform a cybersecurity audit, or risk assessment involving RCEA-provided Confidential Information in IMPLEMENTER's possession, control, or custody.
- d. Inability to Comply. If IMPLEMENTER determines it can no longer meet the obligations set forth in this Section, IMPLEMENTER will immediately notify RCEA in writing. Upon such notice, or upon discovery by RCEA of any non-compliance by IMPLEMENTER with this Section, RCEA may take reasonable steps to stop or remediate IMPLEMENTER's noncompliance, including termination of the Agreement, at no cost or penalty to RCEA.
- e. IMPLEMENTER Certification. IMPLEMENTER certifies that it understands the obligations and restrictions imposed in this Section and agrees to comply with Applicable Law related to its provision when processing Confidential Information required to do Services.

## 3. Data Security Measures. IMPLEMENTER will implement and maintain reasonable "Security Measures" that meet or exceed industry standard cybersecurity frameworks, that at a minimum shall include:

- a. Timely software, system, and equipment security updates to prevent vulnerabilities.
- b. Written information security, disaster recovery, third-party assurance auditing, and penetration testing standards.

- c. Premises password protections where Services are performed with access to RCEA-provided Confidential Information hosted by IMPLEMENTER or hosted on IMPLEMENTER's system.
- d. Encryption of any RCEA-provided Confidential Information in transit and at rest in compliance with AES-256 or equivalent encryption standard.
- e. Two-factor authentication to access RCEA systems or RCEA-provided Confidential Information on IMPLEMENTER's system.
- f. Implement commercially reasonable physical safeguards to facilities, equipment, workstations with access to RCEA systems or with equipment that hosts RCEA-provided Confidential Information and maintained by IMPLEMENTER.
- g. All RCEA-provided Confidential Information must remain and only be processed in the United States. RCEA may in its sole discretion approve in writing offshore support arrangements on a case-by-case basis.

## I. Suspension, Termination

1. Suspension for Convenience. At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to IMPLEMENTER. In such event, IMPLEMENTER shall perform no additional Services under this Agreement until RCEA has provided written notice to IMPLEMENTER to re-commence Services.
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 IMPLEMENTER specifying the termination date. IMPLEMENTER is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which termination occurs. IMPLEMENTER shall be entitled to no further compensation for Services performed after such date. IMPLEMENTER 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.
3. Termination for Cause.
  - a. *IMPLEMENTER Performance Deficiencies.* If at any time RCEA believes IMPLEMENTER 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 IMPLEMENTER of IMPLEMENTER's deficiencies. In addition, RCEA may request from IMPLEMENTER written assurances of performance and a written plan to correct observed deficiencies in IMPLEMENTER's performance. IMPLEMENTER'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.
  - b. *IMPLEMENTER Breach, Cure, Default.* Except as otherwise provided in this Agreement, prior to declaring default, RCEA shall send written notice of breach to IMPLEMENTER, 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, IMPLEMENTER shall be given the opportunity to cure the breach within such period of time as is reasonably necessary to accomplish such cure, provided that IMPLEMENTER 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.

4. **Data at Termination.** In the event of Agreement termination, IMPLEMENTER 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, IMPLEMENTER 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, IMPLEMENTER shall erase all copies of RCEA Data so that no copy of RCEA Data remains or can be accessed or restored in any way. IMPLEMENTER shall deliver a written certificate of destruction to RCEA.

**J. Supplier Ethics.** IMPLEMENTER 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/sites/850/2024/12/Purchasing-and-Procurement-Policy.pdf>).

**K. Nondiscriminatory Employment.** IMPLEMENTER 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.

**L. Compliance with Applicable Laws.** IMPLEMENTER shall comply with any and all applicable federal, state and local laws affecting the Services covered by this Agreement.

**M. 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.

**N. CPUC Program Requirements.**

1. Regulatory Compliance Requirements

IMPLEMENTER is required to adhere to the CPUC's approval decision of the NREN Program portfolio (D.24-09-031) and all applicable CPUC regulatory policies, requirements, and guidance set forth in the CPUC decisions governing Regional Energy Networks and NREN (collectively, the "CPUC Regulatory Requirements"). IMPLEMENTER may refer to the CPUC Energy Efficiency Policy Manual, last updated April 2020 and the CPUC Energy Efficiency Programs Implementation Plan Template Guidance, last updated March 2025 for guidance regarding regulatory compliance. IMPLEMENTER acknowledges that these resources are not a dynamic update of all regulatory compliance requirements and that CPUC policies and rules may be updated from time to time without notice to Implementer by RCEA or IMPLEMENTER. IMPLEMENTER is solely responsible for maintaining compliance with all program rules and policies, as may be revised from time to time. All CPUC Regulatory Requirements, changes, updates and so forth are the responsibility of the IMPLEMENTER to monitor.

2. Prevailing Wage Requirements

For some Projects, IMPLEMENTER will be required to ensure that prevailing wage and other labor requirements are complied with. EE funds may constitute a payment of public funds in

connection with construction, demolition, installation, maintenance, or repair work, and may trigger prevailing wage requirements. In general terms, if an NREN Program receives funds allocated from EE payments and the Program project includes construction, demolition, installation, maintenance, or repair work, the project may be considered a public work (as defined under Labor Code section 1720), and the installer would be required to pay prevailing wages for that labor. In accordance with state law, the IMPLEMENTER who retains subcontractors for a public work project as defined is required to ensure that the subcontractors pay not less than the specified general prevailing wage rates to all workers, including working owners and partners, employed in the execution of the contract under Labor Code Section 1770 et seq. The applicable prevailing wage rates may be found at: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. IMPLEMENTER implementing a public work contract will also have to comply with all rules and regulations for performing work on a public work including employing registered apprentices in accordance with Labor Code Section 1777.5. IMPLEMENTER is responsible for determining the application of prevailing wage laws to their projects under their program. RCEA will not advise on the application of these labor laws to Implementer's program's individual projects.

### 3. Workforce Standards and Quality Installation Procedures

The NREN Program's workforce requirements in the Scope of Work shall be included in their entirety in NREN Final Program Implementation Plans (current Program Implementation Plan available here:

[https://cedars.cpuc.ca.gov/documents/download/3634/mainchange\\_summary%7Cmain%7Credline/](https://cedars.cpuc.ca.gov/documents/download/3634/mainchange_summary%7Cmain%7Credline/)) that support the NREN Program outcomes and detail compliance verification.

Implementer shall, or shall cause its subcontractor to, describe:

- a. how the quality of the workforce supports program outcomes and how the NREN Program(s) will comply with this requirement;
- b. workforce standards (including any certifications, apprenticeship programs, accredited degrees or other workforce training programs) incorporated into the program to establish compliance with this requirement and why the workforce standards provide the relevant skills to support the program; and
- c. how compliance will be demonstrated throughout the program lifecycle.

Prior to commencement of Installation Services, and once per calendar year, and at any other time as may be requested by RCEA, IMPLEMENTER shall provide all documentation necessary to demonstrate to RCEA's reasonable satisfaction that IMPLEMENTER has complied with the Workforce Standards.

### 4. Rights To Access Customer Sites

IMPLEMENTER shall be responsible for obtaining any and all access rights from customers and other third parties to the extent necessary to render its Services. IMPLEMENTER shall also procure any and all access rights from its customers and other third parties to enable CPUC employees, representatives, designees and contractors to access such sites in compliance with applicable CPUC Regulatory Requirements.

### 5. Billing, Energy Use, And Program Tracking Data

IMPLEMENTER shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the NREN Program and Project EM&V, and sector and implementation plan metrics as determined by the CPUC, including any updates to the metric developed in the CPUC EE rulemaking, R.25-04-010.

IMPLEMENTER shall make available to RCEA upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts.

IMPLEMENTER shall make available to RCEA any revisions to the program theory and logic model ("PTLM") in each NREN Final Program Implementation Plans and results from its quality assurance procedures and comply with all EM&V requirements, including reporting of progress and evaluation metrics.

#### 6. Incentive Payments And Program Funds

- a. **Prevention of Double Dipping.** IMPLEMENTER agrees to utilize its protocols to not permit its customers participating in the NREN Programs from using the same EE Measures for which they have already received an incentive. Double dipping occurs when a customer receives incentives or rebates, including upstream rebates, from multiple ratepayer-funded EE programs under the auspices of the CPUC for the same measure. An upstream rebate program shall mean any program in which ratepayer-funded programs pay an incentive to a product retailer or distributor to buy down the cost of the product to the end use Customer. The purpose for prevention of double dipping is to comply with CPUC D. 12-11-015, which states "... the RENs should coordinate with the utilities in their areas to ensure customers do not receive duplicate incentive payments for the same energy efficiency measure or project." IMPLEMENTER shall develop a plan to prevent double dipping as part of the NREN Programs.
  - i. IMPLEMENTER shall not: (a) provide an incentive to a customer who has received or is receiving an incentive for the same measure offered by other ratepayer-funded rebate programs or (b) make any payment to a subcontractor who has received or is receiving any compensation for providing the same product or service either through another ratepayer-funded program, or through any other funding source unless IMPLEMENTER obtains the prior written approval from RCEA.
- b. **Program Funds Limited to PG&E Customers within NREN Service Territory.** IMPLEMENTER shall ensure that program funds are allocated only as follows: 1) The program funds must directly benefit the customers in the NREN Service Territory who receive electric or gas service from Pacific Gas & Electric Company, as shown in Exhibit D, from which the funds were collected, 2) natural gas measures, and related audit activities, may be financed with authorized funds only, and 3) electric measures, and related audit activities, may be financed with authorized funds only.
- c. RCEA will reimburse/distribute incentive payments to the Installation Contractor at the rates and in accordance with the incentive rates defined in the NREN Final Program Implementation Plans.
- d. **Incentive May Not Exceed Project Cost:** IMPLEMENTER understands that incentives paid shall not exceed the customer's total project cost.