



**Request for Proposals (RFP) 2025-03**  
**MCE Community Partnership Program and Community Benefits Funds**  
**September 22, 2025**

MCE, a California Joint Powers Authority, seeks qualified not-for-profit government agencies and 501(c)(3) nonprofit organizations or their fiscally sponsored projects to propose outreach initiatives to educate and engage residents across Marin, Contra Costa, Napa, or Solano counties about MCE's environmental initiatives and cost-saving programs, aiming to increase community participation and awareness. Up to six (6) projects will be awarded in Community Partnership Program amounts expected to be up to \$30,000 per organization for work to be completed within one year.

MCE will also be awarding community-based organizations that submit proposals for Community Benefits Funds. These will be awarded to nonprofit organizations or municipalities based on criteria included below.

Organizations may submit proposals and receive awards for both the Community Partnership Program and Community Benefit Funds.

## **I. ABOUT MCE**

MCE's mission is to confront the climate crisis by eliminating fossil fuel greenhouse gas emissions, producing renewable energy, and creating equitable community benefits.

MCE is a not-for-profit public agency and the preferred electricity provider for more than 580,000 customer accounts and 1.5 million residents and businesses across Contra Costa, Marin, Napa, and Solano counties. Setting the standard for clean energy in California since 2010, MCE leads with 100% renewable power at stable rates, delivering a 1400 MW peak load and significantly reducing greenhouse emissions and reinvesting millions in local programs.

MCE's vision is to lead California to an equitable, clean, affordable, and reliable energy economy by serving as a model for community-based renewable energy, energy efficiency, and cutting-edge clean-tech products and programs.

## **II. PROPOSED SCOPE OF WORK**

A contract awarded as a result of this RFP will include the following proposed scope(s) of work in narrative format, no more than 5 pages in length, subject to revision.

Organizations may submit proposals and receive awards for both the Community Partnership Program and Community Benefit Funds.

### Community Partnership Program

- a. All proposed work plans should include a description of the strategies and tactics to be utilized for conducting general outreach and education about MCE in ways that promote MCE's mission. This should encompass how you plan to communicate basic messages about MCE, including explanations of MCE's operations, customer billing, environmental benefits, and broad community benefits. Respondents are encouraged to increase awareness of MCE's key messages in the community, ideally in multiple languages.
- b. A description of how your organization plans to collaborate with MCE's internal outreach team to provide accurate information about MCE within the community, assist in enrolling constituents and community members in our programs, establish a regular feedback loop with MCE, provide ongoing feedback from community stakeholders on community programs and messaging initiatives, and promote MCE's mission.
- c. In addition to general outreach, MCE also encourages respondents to propose outreach tactics specific to MCE's available customer programs and mission. To provide respondents with an idea of the programs we aim to promote in the community, brief program descriptions can be found below. Feel free to incorporate outreach initiatives for one or all of the following programs:
  - i. Residential Flex Market - By working with a participating contractor, homeowners can receive upfront incentives for a variety of energy efficiency and electrification projects such as attic insulation, heat pump HVAC systems, and heat pump water heaters. While funds are available, MCE customers are also eligible for up to an additional \$4,000 incentive for heat pump water heater installations.
  - ii. Home Energy Savings - Free home energy assessments and home energy efficiency upgrades, such as insulation and other energy savings upgrades (duct and air sealing, some electrification measures) are provided to income qualifying single-family homeowners and renters which allows them to save money and energy.
  - iii. Multifamily Energy Savings - Free energy efficiency assessments for multifamily properties, including free technical assistance and recommendations for energy efficiency upgrades, are provided to reduce energy costs and create water-saving measures. MCE's program includes up to \$6,000 in rebates per qualifying unit for electrification measures paid directly to the property owner.
  - iv. Emergency Water Heater Loaner Incentive - Provides contractors with a direct payment of \$1,500 for each project where they install a loaner water heater in a water heating emergency followed by the installation of a permanent heat pump water heater.
  - v. Bill Savings - In addition to the state and federal programs (CARE, FERA, and Medical Baseline Allowance), qualifying households may be eligible for other programs that help reduce their monthly energy bill or provide bill payment

assistance programs. These include Arrearage Management Plan (AMP), MCE Cares Credit, and Relief for Energy Assistance through Community Help (REACH).

- vi. Small Business Energy Advantage - Business owners can connect with an energy expert for a free assessment to identify energy saving upgrades that can lower monthly bills, reduce maintenance costs, and build advantage.
- d. In addition to the general outreach campaigns described above, we are also interested in proposed focused outreach campaigns from respondents who wish to delve deeper into any of the subject areas below. If one or more of these areas resonates with you, please include details on how you would conduct outreach and community engagement.

- i. Local Contractor Education

Priority Audience: Local electric, HVAC, plumbing, general, insulation, home performance, and/or electrification contractors in one or more of the following counties: Marin, Contra Costa, Solano, Napa

- Coordinate with MCE, other local government agencies, and various stakeholders to identify and promote available rebates, incentives, and financing options for energy-efficiency and electrification upgrades to electrification contractors and contractor industry groups and partners.
- Develop and implement an outreach strategy to engage local contractors and raise awareness about the benefits of energy-efficiency and electrification technologies. MCE prefers a focus on whole home solutions.
- Develop and distribute informational and educational materials such as tutorials for getting started with MCE incentives and services. Outreach materials should focus on the stack-ability of funding for energy efficiency (EE) and electrification measures.
- With input from contractors, develop and share best practices, resources, and success stories related to EE and electrification installations.
- Increase awareness and knowledge among local contractors about the latest EE technologies, as well as any MCE rebates and incentives available.
- Facilitate partnerships between community organizations and local government agencies and contractors to enhance outreach and engagement efforts.

- ii. Low-Income and Underserved Communities

Priority audience: Low-income and/or underserved residents of Marin, Contra Costa, Napa, or Solano counties, with an emphasis on audiences with language, technology, and other barriers to participation in energy programs.

- Communicate eligibility for payment assistance programs like Medical Baseline, CARE, FERA and other discount programs, and help customers enroll.

- Explain how MCE savings appear on residential energy bills.
- Conduct outreach around MCE's electric vehicle programs, income-qualified home upgrade program, and other income-qualified programs from MCE as they are launched.

### iii. Public Education

Building Electrification: Provide interactive and fun education opportunities for residents and key community influencers about the benefits of building electrification and specific MCE programs and incentives. Partnering with established community-based organizations is a plus. Examples include education on heat pump water heaters, heat pump heating and cooling systems, and electric cooking.

- Conduct educational outreach for other MCE programs as they are launched.

### Community Benefits Funds

Each year, MCE hosts Open Season procurement to provide a competitive opportunity for energy suppliers to fulfill MCE's resource requirements. MCE prioritizes suppliers who offer Community Benefit Funds as part of their submissions. Community Benefit Funds are intended to support projects and initiatives that align with MCE's mission to eliminate fossil fuel greenhouse gas emissions while creating equitable community benefits.

In 2025 MCE has \$171,400 which will be awarded to respondents based on criteria in MCE's [Renewable Energy Development Community Benefit Fund Guidelines](#). These Guidelines help allocate the funds in a transparent, equitable, and effective allocation of funds to maximize benefits for both local and broader regional communities involved in or impacted by MCE's energy projects.

Objectives include:

- Supporting low-income and traditionally disadvantaged and underserved communities.
- Boosting workforce development in the clean energy sector.
- Improving community resilience and sustainability.
- Enhancing local fossil-free energy generation.
- Promoting energy efficiency.

Organizations may submit proposals and receive awards for both the Community Partnership Program and Community Benefit Funds.

### III. REQUIRED CONTENT OF PROPOSALS FOR COMMUNITY PARTNERSHIP PROGRAM

Proposals for the Community Partnership Program must include all of the following components in sufficient detail to allow MCE to evaluate the proposal (using the criteria in Section III(a)):

- a. *Introduction/Cover Sheet.* Briefly introduce the organization and summarize its most relevant experience in conducting community outreach and engagement efforts.
- b. *Proposed Work Plan and Timeline:* Describe the major tasks and estimated timeline required in order to complete the above Proposed Scope of Work. **Work plan and budget should follow the template included here.**
- c. *Price:* Proposals should include pricing for any items in or related to the Proposed Scope of Work for which MCE would be billed. Please see [budget template](#) which is also included in the previous bullet for reference. Note that awardees will receive all funding in one lump-sum payment at the start of the contract term. Any full-time staff working on the project will be paid at a minimum hourly rate of \$26/hour, and part-time staff will be paid a minimum hourly rate of \$19/hour.
- d. *Information and Resources Required from MCE:* Please indicate what, if any, additional resources or information would be required from MCE in order to complete the Proposed Scope of Work.
- e. *Statement of Qualifications:* Describe the organization's specific qualifications which will enable it to develop workable solution(s) to address each point in the Proposed Scope of Work. Attach copies of any relevant licenses and certifications.
- f. *References:* Provide three business references that can attest to the organization's work history and the general quality of work performed.
- g. *Contract Terms:* Review MCE's Standard Form Agreement (Attachment A) with your Legal department. If you require any deviations from MCE's standard contract terms listed in Attachment A, please provide a redline with requested edits or list the terms where your organization will require an edit with sufficient detail explaining the need for such an edit.

Proposals should include a narrative (up to 5 pages), a work plan, and budget using the [table format provided by MCE](#), and for nonprofit organizations, a 501(c)(3) letter OR fiscal sponsor materials.

#### a. EVALUATION CRITERIA FOR COMMUNITY PARTNERSHIP PROGRAM

MCE will evaluate proposals for the Community Partnership Program using the following criteria:

- Completeness (30%)
- Impact on MCE Customers (25%)
- Equity Focus (20%)
- Estimated Number of Communities Served (20%)
- Creativity (5%)

#### IV. REQUIRED CONTENT OF PROPOSALS FOR COMMUNITY BENEFITS FUNDS

Proposals for Community Benefits Funds must include all of the following components in sufficient detail to allow MCE to evaluate the proposal (using the criteria in Section IV(a)):

- a. *Introduction/Cover Sheet.* Briefly introduce the organization and its core focus area.
- b. *Proposed Use of Funds:* Describe the proposed use of funds including the population it will benefit and any long-term impacts.

Proposals should include a narrative (up to 5 pages) and for nonprofit organizations, a 501(c)(3) letter OR fiscal sponsor materials.

##### a. EVALUATION CRITERIA FOR COMMUNITY BENEFITS FUNDS

MCE will evaluate proposals for Community Benefits Funds using the following criteria:

- Environmental Impact (20%)
- Community Feedback (20%)
- Socioeconomic Benefits (20%)
- Leverage and Partnership (20%)
- Feasibility and Readiness (20%)

#### V. KEY DEADLINES AND SUBMISSION REQUIREMENTS

- a. *Notice of Interest:* A notice of interest in submitting a proposal is useful for the evaluation process. No later than the deadline for submitting questions at 4:00pm on Tuesday September 30, 2025, all parties interested in responding to this RFP are encouraged, but not required, to notify MCE via email of the intent to submit a proposal. This notice creates no obligation to submit a proposal but will ensure that interested parties are copied on MCE's responses to any questions submitted by other potential respondents. Notices must be sent to [contracts@mcecleanenergy.org](mailto:contracts@mcecleanenergy.org) and should include the respondent organization's name and email contact information, referencing "**MCE Community Partnership Program RFP - Notice of Interest**" in the subject line.
- b. *Informational Webinar.* MCE will host an informational webinar on September 25, 2025 from 10:00-11:00am PST. This webinar will cover the criteria that MCE is looking for in submissions for both the Community Partnership Program and the Community Benefit Funds. The webinar will be recorded and posted to MCE's [website](#) within 24 hours.

In order to ensure a competitive solicitation this webinar will not allow participant engagement or questions in real time. Questions can be submitted after the webinar to [contracts@mceCleanEnergy.org](mailto:contracts@mceCleanEnergy.org). Any questions sent to other email addresses associated with MCE will not receive a response.

The webinar will be available at:

<https://us02web.zoom.us/j/85402914691?pwd=efPPI3UhQHhZMU1IHUgAwfL1fpWW6zw.1>

- c. *Deadline for Questions.* Any questions related to the content of this RFP must be submitted to [contracts@mcecleanenergy.org](mailto:contracts@mcecleanenergy.org) no later than 4:00pm on Tuesday September 30, 2025.
- d. *Deadline for Responses.* MCE Responses to all questions received will be sent to all respondents who submitted questions and/or provided a Notice of Interest via email by Monday, October 6, 2025.
- e. *Submission Deadline.* To be eligible for considerations, all responses must be submitted via the below Egnyte upload link, in either .pdf or .docx (Word) file format, no later than 5:00 p.m. PDT on Friday, October 17, 2025.

<https://mea.egnyte.com/ul/SjcAHBD5XR>

Respondents must fill in the two required fields as follows before uploading documents:

Name: Please list Organization Name;

Email Address: List email address of the contact submitting the proposal.

Please leave the optional third field requesting company name blank; company name should be listed in the first required field titled "Name".

Respondents may upload files until the deadline listed above. Any submissions received after the deadline will not be considered.

- f. *Selection of Contractor(s).* Subject to the General Terms and Conditions below, MCE anticipates that the contractor selection process will be completed by Monday, November 3, 2025.

## **VI. GENERAL TERMS AND CONDITIONS**

- a. *MCE's Reserved Rights.* MCE may, at its sole discretion: withdraw this RFP at any time, and/or reject any or all offers or proposals submitted without awarding a contract. Respondents are solely responsible for any costs or expenses incurred in connection with the preparation and submittal of an offer or proposal.
- b. *Public Records.* All documents submitted in response to this RFP will become the property of MCE upon submittal, and will be subject to the provisions of the California Public Records Act and any other applicable disclosure laws. Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once a contract is awarded, all proposals shall be deemed public record. MCE is required to comply with the California Public Records Act as it relates to the treatment of any information marked "confidential." Respondents requesting that portions of its submittal should be exempt from disclosure must clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page. Each page shall be clearly marked and separable from the proposal to facilitate public inspection of the non-confidential portion. MCE will consider a respondent's request for an exemption from disclosure; however, if MCE receives a request for documents under the California Public Records Act, MCE will make a decision based upon applicable laws. Respondents should not over-designate material as confidential, and any requests

or assertions by a respondent that the entire submittal, or significant portions thereof, are exempt from disclosure will not be honored.

- c. *No Guarantee of Contract.* MCE makes no guarantee that an organization submitting a response under this solicitation will result in a contract. The successful organization, if any, will enter into an agreement for services based on MCE's Standard Form Agreement, attached hereto as Attachment A.
- d. *Insurance.* Selected vendors shall provide proof of insurance coverage meeting or exceeding the following minimum requirements prior to contracting with MCE: Commercial General Liability (\$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage), Motor Vehicle Liability Insurance (\$1,000,000), Workers' Compensation and Employer's Liability Insurance (per statute), as applicable.

## VII. QUESTIONS

To promote accuracy and consistency of information provided to all participants, questions will only be accepted via email submitted to MCE Contracts Manager at [contracts@mcecleanenergy.org](mailto:contracts@mcecleanenergy.org) and the subject line of the email must read "**MCE RFP 2025-03 Question**". The deadline for submitting questions is Tuesday, September 30, 2025 at 4:00pm.

MCE will provide a written response to the questions submitted via email by Monday, October 6, 2025 to all respondents who submitted questions and/or provided a complete Notice of Interest. MCE reserves the right to combine similar questions, rephrase questions, or decline to answer questions, at its sole discretion.

All questions must be submitted through the above process. No questions will be answered over the telephone or in person. Respondents may not have any contact regarding this procurement with any MCE official or staff from the time of issuance of this solicitation until the award of contract, other than through the process for submitting questions. Any contact in violation of these provisions will be grounds for disqualification.



# ATTACHMENT A

## MARIN CLEAN ENERGY STANDARD SHORT FORM CONTRACT

### (FIRST) AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND (CONTRACTOR)

**THIS (FIRST) AGREEMENT** ("Agreement") is made and entered into on [Date] by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE") and [CONTRACTOR name], [a [state] [corporate form]] with principal address at: [address] (hereinafter referred to as "Contractor") (each, a "Party," and, together, the "Parties").

#### RECITALS:

**WHEREAS**, MCE desires to retain Contractor to provide the services described in **Exhibit A** attached hereto and by this reference made a part hereof ("Services");

**WHEREAS**, Contractor desires to provide the Services to MCE;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. SCOPE OF SERVICES:

Contractor agrees to provide all of the Services in accordance with the terms and conditions of this Agreement. "Services" shall also include any other work performed by Contractor pursuant to this Agreement.

#### 2. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing Services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement ("Term"). Contractor shall provide MCE with Contractor's Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any Services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond ninety (90) days will not be reimbursable. The final invoice must be submitted within thirty (30) days of completion of the stated scope of services or termination of this Agreement. MCE will process payment for undisputed invoiced amounts within thirty (30) days.

#### 3. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the Services to be provided herein exceed the maximum sum of \$[ ],000.

#### 4. TERM OF AGREEMENT:

This Agreement shall commence on [Date] ("Effective Date") and shall terminate on [Date], unless earlier terminated pursuant to the terms and conditions set forth in Section 12.

#### 5. REPRESENTATIONS; WARRANTIES; COVENANTS:

**5.1. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor represents, warrants and covenants that (a) [it is a [corporation/limited liability company] duly organized, validly existing and in good standing under the laws of the State of [insert state of organization]], (b) it has full power and authority and all regulatory authorizations required to execute, deliver and perform its obligations under this Agreement and all exhibits and addenda and to engage in the business it presently conducts and contemplates conducting, (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder, (d) it is qualified and competent to render the Services and possesses the requisite expertise to perform its obligations hereunder, (e) the execution, delivery and performance of this Agreement and all exhibits and addenda hereto are within its powers and do not violate the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, (f) this Agreement and each exhibit and addendum constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, and (g) it is not

bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt.

**5.2. COMPLIANCE WITH APPLICABLE LAW:** At all times during the Term and the performance of the Services, Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and resolutions ("Applicable Law").

**5.3. LICENSING.** At all times during the performance of the Services, Contractor represents, warrants and covenants that it has and shall obtain and maintain, at its sole cost and expense, all required permits, licenses, certificates and registrations required for the operation of its business and the performance of the Services. Contractor shall promptly provide copies of such licenses and registrations to MCE at the request of MCE.

**5.4. NONDISCRIMINATORY EMPLOYMENT:** Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, gender identity, age or condition of disability. Contractor understands and agrees that Contractor is bound by and shall comply with the nondiscrimination mandates of all federal, state, and local statutes, regulations, and ordinances.

**5.5. ASSIGNMENT OF PERSONNEL.** The Contractor shall not substitute any personnel for those specifically named in its proposal, if applicable, unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

## **6. INSURANCE:**

At all times during the Term and the performance of the Services, Contractor shall maintain the insurance coverages set forth below. All such insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, directors, officers, and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of Services. Certificate(s) of insurance must be current as of the Effective Date, and shall remain in full force and effect through the Term. If scheduled to lapse prior to termination date, certificate(s) of insurance must be automatically updated before final payment may be made to Contractor. Each certificate of insurance shall provide for thirty (30) days' advance written notice to MCE of any cancellation or reduction in coverage. Insurance coverages shall be payable on a per occurrence basis only, except those required by Section 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing in this Section 6 shall be construed as a limitation on Contractor's indemnification obligations in Section 17 of this Agreement.

Should Contractor fail to provide and maintain the insurance required by this Agreement, in addition to any other available remedies at law or in equity, MCE may suspend payment to the Contractor for any Services provided during any period of time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required insurance coverage.

**6.1. GENERAL LIABILITY.** The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than **one million dollars (\$1,000,000) with a two million dollars (\$2,000,000)** aggregate limit. "Marin Clean Energy" shall be named as an additional insured on the commercial general liability policy and the certificate of insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

**6.2. AUTO LIABILITY.** Where the Services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said Services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000).

**6.3. WORKERS' COMPENSATION.** The Contractor acknowledges that the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, it shall comply with this requirement and a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of Services.

**6.4. PROFESSIONAL LIABILITY INSURANCE.** Contractor shall maintain professional liability insurance with a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund, or that Contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon. Coverages required by this subsection may be provided on a claims-made basis with a "Retroactive Date" prior to the Effective Date. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond termination of this Agreement. If

coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Effective Date, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after termination of this Agreement.

## **7. RESERVED**

### **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior, written approval of MCE, except for any subcontract work expressly identified herein in Exhibit A. If Contractor hires a subcontractor under this Agreement (a "Subcontractor"), Subcontractor shall be bound by all applicable terms and conditions of this Agreement, and Contractor shall ensure the following:

- 8.1.** Subcontractor shall comply with the following terms of this Agreement: Sections 9, 10, Exhibit A.
- 8.2.** Subcontractor shall provide, maintain and be bound by the representations, warranties and covenants of Contractor contained in Section 5 hereof (as may be modified to be applicable to Subcontractor with respect to Section 5.1(a) hereof) at all times during the Term of such subcontract and its provision of Services.
- 8.3.** Subcontractor shall comply with the terms of Section 6 above, including, but not limited to providing and maintaining insurance coverage(s) identical to what is required of Contractor under this Agreement, and shall name MCE as an additional insured under such policies. Contractor shall collect, maintain, and promptly forward to MCE current evidence of such insurance provided by its Subcontractor. Such evidence of insurance shall be included in the records and is therefore subject to audit as described in Section 9 hereof.
- 8.4.** Subcontractor shall be contractually obligated to indemnify the MCE Parties (as defined in Section 17 hereof) pursuant to the terms and conditions of Section 17 hereof.
- 8.5.** Subcontractors shall not be permitted to further subcontract any obligations under this Agreement.

Contractor shall be solely responsible for ensuring its Subcontractors' compliance with the terms and conditions of this Agreement made applicable above and to collect and maintain all documentation and current evidence of such compliance. Upon request by MCE, Contractor shall promptly forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the Parties shall create any legal or contractual relationship between MCE and any Subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor's obligation to pay its Subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any monies to any Subcontractor.

### **9. RETENTION OF RECORDS AND AUDIT PROVISION:**

Contractor shall keep and maintain on a current basis full and complete records and documentation pertaining to this Agreement and the Services, whether stored electronically or otherwise, including, but not limited to, valuation records, accounting records, documents supporting all invoices, employees' time sheets, receipts and expenses, and all customer documentation and correspondence (the "Records"). MCE shall have the right, during regular business hours, to review and audit all Records during the Term and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written request from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

## **10. DATA, CONFIDENTIALITY AND INTELLECTUAL PROPERTY:**

### **10.1. OWNERSHIP AND USE RIGHTS.**

- a) **MCE Data.** Unless otherwise expressly agreed to in writing by the Parties, MCE shall retain all of its rights, title and interest in MCE's Data. "MCE Data" shall mean all data or information provided by or on behalf of MCE, including but not limited to, customer Personal Information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manuals, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of MCE to Contractor as MCE may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Contractor. MCE Data shall also include all data and materials provided by or made available to Contractor by MCE's licensors, including but not limited to, any and all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between MCE and their licensors.

- b) **Intellectual Property.** Unless otherwise expressly agreed to in writing by the Parties, any and all materials, information, or other intellectual property created, prepared, accumulated or developed by Contractor or any Contractor Party, which includes any employees, members, officers, Subcontractors, and agents of Contractor (each, a "Contractor Party," and, collectively, the "Contractor Parties") under this Agreement ("Intellectual Property"), including finished and unfinished inventions, processes, templates, documents, drawings, computer programs, designs, calculations, valuations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by MCE. MCE shall have the exclusive right to use Intellectual Property in its sole discretion and without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide Intellectual Property to MCE or to any party MCE may designate upon written request. Contractor may keep one file reference copy of Intellectual Property prepared for MCE solely for legal purposes and if otherwise agreed to in writing by MCE. In addition, Contractor may keep one copy of Intellectual Property if otherwise agreed to in writing by MCE.
- c) **Intellectual Property shall be owned by MCE upon its creation.** Contractor agrees to execute any such other documents or take other actions as MCE may reasonably request to perfect MCE's ownership in the Intellectual Property.
- d) **Contractor's Pre-Existing Materials.** If, and to the extent Contractor retains any preexisting ownership rights ("Contractor's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Intellectual Property, Contractor hereby grants MCE on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Contractor or any Contractor Party for the sole purpose of using such Intellectual Property for the conduct of MCE's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Contractor shall retain all of its rights, title and interest in Contractor's Pre-Existing Materials. Any and all claims to Contractor's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Intellectual Property must be expressly disclosed to MCE prior to performing any Services under this Agreement. Any such Pre-Existing Material that is modified by work under this Agreement is owned by MCE.

**10.2. EQUITABLE RELIEF.** Each Party acknowledges that a breach of this Section 10 would cause irreparable harm and significant damages to the other Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that MCE shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of MCE Data, in addition to any other rights and remedies that it may have at law or otherwise; and Contractor shall have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Contractor's Pre-Existing Materials, in addition to any other rights and remedies that it may have at law or otherwise.

## **11. FORCE MAJEURE:**

A Party shall be excused for failure to perform its obligations under this Agreement if such obligations are prevented by an event of Force Majeure (as defined below), but only for so long as and to the extent that the Party claiming Force Majeure ("Claiming Party") is actually so prevented from performing and provided that (a) the Claiming Party gives written notice and full particulars of such Force Majeure to the other Party (the "Affected Party") promptly after the occurrence of the event relied on, (b) such notice includes an estimate of the expected duration and probable impact on the performance of the Claiming Party's obligations under this Agreement, (c) the Claiming Party furnishes timely regular reports regarding the status of the Force Majeure, including updates with respect to the data included in Section 10 above during the continuation of the delay in the Claiming Party's performance, (d) the suspension of such obligations sought by Claiming Party is of no greater scope and of no longer duration than is required by the Force Majeure, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the Force Majeure; (f) the Claiming Party shall exercise commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the Affected Party; (g) when the Claiming Party is able to resume performance of the affected obligations under this Agreement, the Claiming Party shall give the Affected Party written notice to that effect and promptly shall resume performance under this Agreement. "Force Majeure" shall mean acts of God such as floods, earthquakes, fires, orders or decrees by a governmental authority, civil or military disturbances, wars, riots, terrorism or threats of terrorism, utility power shutoffs, strikes, labor disputes, pandemic, or other forces over which the responsible Party has no control and which are not caused by an act or omission of such Party.

## **12. TERMINATION:**

**12.1.** If the Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, violates any Applicable Law, makes an assignment of any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it, otherwise becomes bankrupt or insolvent (however evidenced), or becomes unable to pay its debts as they fall due, then MCE may terminate this Agreement by giving five (5) business days' written notice to Contractor.

- 12.2.** Either Party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent by registered mail or by email to the email address listed in Section 19.
- 12.3.** In the event of termination not the fault of the Contractor, the Contractor shall be paid for Services performed up to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s). Notwithstanding anything contained in this Section 12, in no event shall MCE be liable for lost or anticipated profits or overhead on uncompleted portions of the Agreement. Contractor shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of MCE, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12. Also, as a condition precedent to the payment of any cancellation or termination charges by MCE under this Section 12, Contractor shall have delivered to MCE any and all Intellectual Property (as defined in Section 10.1(b)) prepared for MCE before the effective date of such termination.
- 12.4.** MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- 12.5.** Without limiting the foregoing, if either Party's activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only, and the remaining provisions will remain in full force and effect.
- 12.6.** Upon termination of this Agreement for any reason, Contractor shall and shall cause each Contractor Party to bring the Services to an orderly conclusion as directed by MCE and shall return all MCE Data (as defined in Section 10.1(a) above) and Intellectual Property to MCE.
- 12.7.** Notwithstanding the foregoing, this Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC"). The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case MCE shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such order or directive.
- 12.8.** Notwithstanding any provision herein to the contrary, Sections 2, 3, 8.4, 9, 10, 12, 15, 16, 17, 18, 19, 20, **Error! Reference source not found.**, 22, 24, and Exhibit B of this Agreement shall survive the termination or expiration of this Agreement.

### **13. ASSIGNMENT:**

The rights, responsibilities, and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

### **14. AMENDMENT; NO WAIVER:**

This Agreement may be amended or modified only by written agreement of the Parties. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

### **15. DISPUTES:**

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Contractor's contract representative and MCE's contract representative by good faith negotiation efforts shall be referred to Legal Counsel of MCE and an officer of Contractor for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If MCE and Contractor cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), MCE and Contractor shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

### **16. 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 Marin County, California.

### **17. INDEMNIFICATION:**

To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold MCE and its employees, officers, directors, representatives, and agents ("MCE Parties"), harmless from and against any and all actions, claims, liabilities, losses, costs, damages, and expenses (including, but not limited to, litigation costs, attorney's fees and costs, physical damage to or loss of tangible property, and injury or death of any person) arising out of, resulting from, or caused by: a) the negligence, recklessness, intentional misconduct, fraud of all Contractor Parties; b) the failure of a Contractor Party to comply with the provisions of this Agreement or Applicable Law; or c) any defect in design, workmanship, or materials carried out or employed by any Contractor Party.

**18. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.). Pursuant to MCE's Joint Powers Agreement, MCE is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations, and liabilities accruing and arising out of this Agreement. No Contractor Party shall have rights and nor shall any Contractor Party make any claims, take any actions, or assert any remedies against any of MCE's constituent members in connection with this Agreement.

**19. INVOICES; NOTICES:**

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager:

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: \_\_\_\_\_

Notices shall be given to Contractor at the following address:

Contractor:

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**20. ENTIRE AGREEMENT; ACKNOWLEDGMENT OF EXHIBITS:**

This Agreement along with the attached Exhibits marked below constitutes the entire Agreement between the Parties. In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement shall govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>	<u>MCE'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services		
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment		

**21. SEVERABILITY:**

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

**22. INDEPENDENT CONTRACTOR:**

Contractor is an independent contractor to MCE hereunder. Nothing in this Agreement shall establish any relationship of partnership, joint venture, employment or franchise between MCE and any Contractor Party. Neither MCE nor any Contractor Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

**23. TIME:**

Time is of the essence in this Agreement and each and all of its provisions.

**24. THIRD PARTY BENEFICIARIES:**

The Parties agree that there are no third-party beneficiaries to this Agreement either express or implied.

**25. FURTHER ACTIONS:**

The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**26. PREPARATION OF AGREEMENT:**

This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

**27. DIVERSITY SURVEY:**

Pursuant to Senate Bill 255 which amends Section 366.2 of the California Public Utilities Code, MCE is required to submit to the California Public Utilities Commission an annual report regarding its procurement from women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises ("WMDVLGBTBE"). Consistent with these requirements, Contractor agrees to provide information to MCE regarding Contractor's status as a WMDVLGBTBE and any engagement of WMDVLGBTBEs in its provision of Services under this Agreement. Concurrently with the execution of this Agreement, Contractor agrees to complete and deliver MCE's Supplier Diversity Survey, found at the following link: \_\_\_\_\_ (the "Diversity Survey"). Because MCE is required to submit annual reports and/or because the Diversity Survey may be updated or revised during the term of this Agreement, Contractor agrees to complete and deliver the Diversity Survey, an updated or revised version of the Diversity Survey or a similar survey at the reasonable request of MCE and to otherwise reasonably cooperate with MCE to provide the information described above. Contractor shall provide all such information in the timeframe reasonably requested by MCE.

**28. COUNTERPARTS:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

**APPROVED BY**

**Marin Clean Energy:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall provide the following Services under the Agreement as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

SAMPLE



**EXHIBIT B**  
**FEES AND PAYMENT SCHEDULE**

For Services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

In no event shall the total cost to MCE for the services provided herein exceed the **maximum sum of \$,000** for the term of the Agreement.