I. PROJECT BACKGROUND & SCOPE

A. CEC Grant Funding & SCP’s Advanced Energy Center

In January 2018, SCP was awarded a California Energy Commission (“CEC”) EPIC (Grant No. 17-304). The CEC EPIC grant provides $13 million dollars to SCP for a variety of energy-related projects, including for SCP to build an Advanced Energy Center (AEC) to expedite energy efficiency and fuel switching retrofits in Sonoma and Mendocino counties. As discussed in more detail in this Vendor Application, Vendors are required to meet all CEC grant requirements, including reporting and invoicing. The CEC Grant requirements are incorporated into SCP’s Standard Agreement. SCP’s Standard Agreement is attached to this Vendor Application as Exhibit A.

The AEC will be located in a 9,400 sf space on 4th Street in downtown Santa Rosa. The AEC will be staffed by SCP employees and representatives. Vendors may staff their display as needed.

SCP will provide the AEC venue for SCP customers and Vendors, and provide financial incentives to SCP customers for private purchase of energy efficient/fuel switching products. Financial incentives offered by SCP for products supplied by participating Vendors include direct incentives to customers, payment of permit fees, and may include an on-bill financing program.

SCP customers will contract directly with Vendors for the purchase of energy efficient/fuel switching products. For installation of the energy efficient/fuel switching products, SCP customers may either use a contractor-matching web platform available at the AEC to select and schedule a contractor for installation, or the SCP customer can independently select their own contractor for installation services from a list of trained installers approved by the Vendor. SCP will not sell or install any products.

B. Vendor Services and Offerings in the AEC

Product Offerings & Displays. SCP is seeking Vendors to offer energy efficient/fuel switching products to SCP customers. In offering such products, SCP is seeking Vendors that will: (1) provide creative, interactive/hands-on displays; (2) offer discounts, incentives and participate in SCP programs (e.g. demand response and on-bill financing) through products offered to customers; and (3) if desired/feasible, allow for energy efficient/fuel switching products to be viewed, touched, tested and purchased directly from the Vendor on-site. SCP may be able to provide support for developing interesting displays and providing product demonstrations at the AEC, depending on the commitments made to Lead Locally and SCP customers by the Vendor.
**Qualified Contractor Matching.** The Advanced Energy Center will feature an on-site contractor matching tool to connect customers with certified installing contractors. Vendors will be expected to provide at least 3 qualified, local contractors that can install their technology. If local qualified contractors are not known by the Vendor, then they are expected to work with SCP to identify and support training of local installing contractors.

**Participation in AEC Marketing & Trainings.** SCP expects to partner with Vendors in marketing and outreach to encourage SCP customers to purchase products from Vendors through the AEC. SCP seeks Vendors that will collaborate with SCP to organize trainings to help customers, contractors, real estate professionals, and design professionals understand the benefits of their products.

**C. Vendor Space in the AEC**

SCP estimates space for approximately 20 selected Vendors. Each selected Vendor will be allocated a designated space within the AEC to display its products. Each designated space will vary, based on individual Vendor applications and SCP’s selection of Vendors, but SCP estimates that each designated space would contain an area of approximately 5’ x 5’ with a display and product height of 6’. Ceilings will be 14 feet high. Attempts will be made to group similar products. SCP reserves the right to alter the number of Vendors selected and the allocated designated space as applications are evaluated.

**D. Vendor Products in the AEC**

SCP is seeking innovative, market-ready, energy efficient or fuel switching products such as, but not limited to: Minisplit Heat Pumps, Induction Cooktops, Aerosol Sealing, Heat Recovery Ventilators, Drainwater Heat Recovery, Phase Change Materials, Economizers, Battery Storage, Smart Thermostats, Smart Inverters, Demand Response Controls, Radiant Ceiling and Floor Panels, Advanced Insulation Products, High Performance Windows, Solid-State Lighting, Passive Solar Technologies, and Heat Pump Water Heaters. SCP reserves the right to modify this list over time based on customer response.

**II. VENDOR & PRODUCT REQUIREMENTS**

**A. Minimum Vendor Requirements.** The selected Vendors must:

1. Have local distribution within the State of California, with a preference for vendors and/or distributors within Sonoma and Mendocino Counties. Or describe in your application your intended schedule to provide local distribution.

   (a) Must ship your energy efficient/fuel switching products on a timely basis, preferably within 5 days of order.

   (b) Be able to sell and distribute to the entire Sonoma Clean Power service territory.
2. In coordination with SCP, commit to provide materials and trainer(s) (via webinar if necessary) for a local contractor training and certification program for your product(s). Vendor agrees that such a training program will include semi-annual educational trainings and resources and a plan for contractor evaluation.

(a) Identify or recruit and train a minimum of 3 licensed, qualified contractors that are able to install each product that requires contractor installation. Or describe in your application your intention and schedule to obtain three qualified local contractor installers.

(b) Perform adequate screening and verification of such contractors to ensure SCP customer safety. Vendor’s recommended contractors must also agree to be listed in SCP’s contractor matching tool for the AEC.

(c) The AEC will feature monthly trainings to help engage SCP customers, contractors, design professionals, real estate agents, code officials, and other relevant parties on energy efficiency technologies. Though not required, SCP encourages Vendors to participate in the development, staffing and teaching of such trainings.

3. Establish key SCP customer relationship and response protocols in a form reasonably satisfactory to SCP, including:

(a) A process for answering technology-specific questions from SCP staff, SCP customers, or participating contractors.

(b) A process and timeframe for responding to and resolving customer complaints concerning Vendor’s energy efficient/fuel switching products or its installation by Vendor-recommended contractors.

(c) A process and timeframe for SCP customer returns or cancelations for energy efficient/fuel switching products or its installation by Vendor-recommended contractors.

(d) Designation of Vendor’s primary point of contact for SCP AEC staff.

4. Agree to comply with all terms and conditions of the CEC Grant (see Exhibit B).

5. Agree to report the following to SCP on a minimum of a monthly basis: total units sold locally with the assistance of the AEC, full name of customer, property mailing address for equipment installation, if applicable, energy use of product (with preference for 15-minute interval level data), and other product-specific metrics (efficiency, thickness) or other information reasonably requested by SCP or otherwise required by the CEC Grant. While monthly reporting is required, SCP has a preference for weekly Excel-based reporting or real-time data.
6. Coordinate with SCP Marketing on any physical display at the AEC and website content for the AEC Website.

(a) The AEC will feature creative, interactive displays for each technology. SCP seeks Vendor interested in working with the SCP team on creative, non-traditional ways to engage SCP customers using product displays.

(b) Work with SCP to design product-specific website tools, including the following: product landing pages with product photos, descriptions, and energy savings; pre- and post-installation surveys to be distributed through e-mail to SCP customers; and other items as requested by SCP.

(c) A key characteristic for Vendors is willingness to assist with development of collateral materials or presentations, as requested by SCP or its agents, and assistance with creative ideas in product marketing.

B. Desired Vendor Characteristics. In addition to the requirements above, the following characteristics are desired:

1. Provide rebates/incentives and/or financing options that are additional to the rebates/incentives and financing options offered by SCP. Vendors must make any rebates/incentives available to all Participants throughout the duration of the program (ending June 2022) or should clearly state the maximum upper limit on total rebates/incentives available for the duration of the program.

2. Participate in an exit interview with SCP and provide feedback on the Lead Locally Program.

C. Minimum Product Requirements. Selected Vendor’s products shall:

1. Be innovative, market ready, energy efficient and/or fuel switching technologies such as, but not limited to: Minisplit Heat Pumps, Induction Cooktops, Aerosol Sealing, Heat Recovery Ventilators, Drainwater Heat Recovery, Phase Change Materials, Economizers, battery storage, smart thermostats, photovoltaic panels, smart inverters, demand response controls, radiant ceiling and floor panels, advanced insulation products, high performance windows, solid-state lighting, passive solar technologies, and heat pump water heaters.

2. Product and signage is able to be displayed within the designated space provided at the AEC. As noted above, SCP estimates each Vendor space would contain an area of approximately 5’ x 5’ with an equipment height limit of 6’, though overall space and size exceptions may vary at the discretion of SCP.
3. **Product** is Underwriter Laboratory (UL) listed, if applicable.

4. Provide SCP customers with a warranty period of no less than 1 year from purchase, with a preference for longer warranty periods.

### D. Desired Product Features

In addition to the requirements above, the following characteristics are desirable, but not mandatory in Vendor Products:

1. Technologies should be capable of providing, either alone or in tandem with other technologies, 10% electricity savings in residential applications and 20% electricity savings in commercial applications.

2. Where capable of receiving a remote signal for demand response and where appropriate, SCP’s preference is for products to include controls capable of dispatch using OpenADR 2.0b and the associated OpenADR reports. SCP seeks to go beyond standard energy efficiency and incorporate demand response features in product offerings.


### III. SELECTION PROCESS

**A.** Responses will be scored based on:

1. Thoroughness and creativity of response.
2. Energy savings potential of product(s); reduction in use of natural gas or propane; and/or reduction in peak electricity demand.
3. Professional qualifications and demonstrated ability of Vendor to create and install the display equipment and signage, and generally perform the work.
4. Amount of Vendor product incentives, rebates and discounts proposed to be offered to SCP customers.
5. Vendor’s application inclusion of contractor training program package.
6. Completeness of a Vendor’s proposed display design for the AEC.
7. The extent of any supplemental advertising and public outreach efforts Vendor is willing to undertake in support of the AEC.
8. Ability and history of successfully completing projects of a similar type, meeting delivery deadlines and experience with similar work.
9. Exceptions to SCP’s Standard Agreement (Exhibit A).
10. Completeness and quality of application.
11. Quality of references.
12. Satisfaction of minimum and desired Vendor and Product requirements.
13. Any other factors SCP deems relevant, such as the overall range and balance of Products and Vendors in the AEC, and opportunities for new technology demonstration projects.

B. Depending on the responses to this Vendor Application and interviews, SCP may choose to contract with more than one firm or individual. Any selected Vendor(s) will be contacted by SCP staff to finalize a contract. SCP staff will evaluate the responses to this Vendor Application, may, in its discretion, interview selected firms and individuals that staff determine are most qualified.

C. SCP may contract with multiple Vendors offering similar Products in the AEC.

D. Issuance of this Vendor Application is not a guarantee that SCP will enter into any contract with any respondent. SCP reserves the right, at its sole discretion, to waive irregularities in applications, application requirements (including minimum/desired Vendor and Product requirements), to request modifications of any application, to accept or reject any or all applications received, and to cancel all or part of this Vendor Application at any time prior to awards.

E. Responses that do not satisfy Vendor Application and Qualification Requirements cannot be adequately evaluated.

IV. QUESTIONS REGARDING THE VENDOR APPLICATION; ADDENDA

For questions regarding this Vendor Application, please contact: programs@sonomacleanpower.org with the subject line clearly marked “Advanced Energy Center Vendors Vendor Application.” SCP will post and share responses to all questions submitted as an addendum to this document.

In the event if becomes necessary to revise any part of this Vendor Application, SCP will issue written addenda. Any amendment to this Vendor Application is only valid if it is in writing and issued by SCP. No oral interpretations or answers will bind SCP. All addenda issued by SCP will become part of this Vendor Application.

V. VENDOR APPLICATION SUBMITTAL PROCESS

A. Submittal Deadline. The deadline for submittal of applications is 5:00 p.m. on the 25th of each month.

B. Place and Form of Submittal. One copy of the application should be emailed (preferred method), mailed, or hand delivered to:

Sonoma Clean Power, 50 Santa Rosa Avenue, 5th floor, Santa Rosa, 95404, Attention: Chad Asay, Programs Manager, programs@sonomacleanpower.org

1. Electronic submittals are preferred, but Vendors may submit hard copy submittals printed double-sided on 8-1/2” x 11” recycled content paper. Please
do not bind submissions or submit plastic covers. Faxed responses will not be accepted.

2. Email submittals should be sent to programs@sonomacleanpower.org with the subject line clearly marked “Lead Locally AEC Vendors Vendor Application”. Upon submittal, you will receive a confirmation of receipt.

C. Submission of an application shall be deemed a representation that the Vendor:

1. Has carefully read and fully understands the information provided by SCP as part of this Vendor Application, including all Exhibits;

2. Represents that all information submitted is true and correct;

3. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Firm in regard to the amount, terms or conditions of its application; and

4. Acknowledges that SCP has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

D. No request for modification of a application shall be considered after submission on the grounds that a Firm was not fully informed about any fact or condition.

VI. APPLICATION REQUIREMENTS

A. Proposers should provide only complete and accurate information.

B. Each application must be signed by an individual who has the legal authority to bind the proposer on whose behalf that person is signing.

C. The application shall contain the following sections (1-8), and be no longer than 20 pages, minus attachments. In addition to addressing sections 1-8, each Application should include an Attachment 1, described below, which does not count towards the page limit.

1. **Cover Sheet.** Cover sheet signed by individual with authority to bind firm.

2. **Company information.** Submit a brief history and description of your company’s operations. Include the following:

   (a) The scope and nature of your company
   (b) Years of operation
   (c) Number of full-time employees
   (d) Identify your company’s annual sales per technology
   (e) Link to your company’s website
3. **Product information.** Submit a description and technical information related to your product(s). This section should include:

   (a) The product price to SCP customers (separated into hardware, software, installation costs as appropriate), clearly describing any bulk pricing discounts or vendor discounts or other incentives that can be offered.

   (b) Technical information and/or product cutsheets relevant to your product.

   (c) Information on product warranties and maintenance.

   (d) Information on reporting, what metrics you and/or your product would report to SCP and what format reporting would be received in.

   (e) Any control systems your product can use to respond to demand response signals.

4. **Experience.** Discuss similar programs your company has worked on or participated in, including number of technologies deployed and contracting party. Please include programs in California and/or programs working with utilities, if applicable. For each program, please provide (1) reference.

5. **Training approach.** Submit a brief history and description of your company’s existing engagement with contractors and your proposed plan for this program. Include the following:

   (a) Describe any existing contractor training programs, and how you propose these programs would be modified for this effort.

   (b) Describe your typical oversight/engagement with contractors, and how you propose these programs would be modified for this effort.

   (c) Describe any existing trainings that could be offered to SCP customers, design professionals, real estate agents, etc. or any trainings that you would propose creating for this effort.

6. **Distribution.** Identify the existing distribution channels that you would be leveraging for this effort, including locations for all distribution channel partners. If none, describe plans and a schedule for developing such distribution channels.

7. **Marketing and Design, Vendor Display.** Describe your display for your product in the AEC. If relevant, include examples of previous displays that your company has provided. Describe any requirements you have or assistance you may need concerning Vendor Display design, installation, maintenance and removal. Describe your desired involvement with marketing for this program.

8. **Standard Agreement Exceptions.** Identify exceptions to SCP’s Standard Agreement (Exhibit A).
9. **Vendor Application - Attachment 1**: In addition to the information set forth above, Proposers should include as Attachment 1 application up to 3 technical studies or whitepapers demonstrating the performance of your product in occupied buildings. This Attachment 1 will not count towards the 20 page submittal limit. Studies should include:

(a) A description of the project/study. Preference will be given to studies conducted in climate zones similar to Sonoma and Mendocino counties, or studies with savings that can be extrapolated to the Sonoma and Mendocino climates.

(b) As applicable, total costs to consumer of installing product.

(c) kWh Savings.

(d) Therm Savings.

(e) kW Savings.

(f) Greenhouse Gas Savings.

(g) Other quantifiable or non-quantifiable benefits to building owners and occupants.

VII. **CALIFORNIA ENERGY COMMISSION**

This Project is partially funded by a grant from the California Energy Commission ("CEC"). As such, it is required that the successful Vendor, if any, and its subcontractors must comply with all requirements set forth in the CEC’s Electric Program Investment Charge (EPIC) Standard Grant Terms and Conditions (the “CEC Terms”), including requirements such as prevailing wage. The CEC Terms are included in this Vendor Application as an attachment to SCP’s Sample Agreement (Exhibit A attached to this Vendor Application). Because SCP must comply with the CEC Terms as a condition of receipt of grant funding, SCP will not consider any exceptions to these terms.

VIII. **GENERAL TERMS AND CONDITIONS**

A. **SCP Standard Agreement**.

1. Contracts for services will be between the Vendor and SCP. A sample of SCP’s Standard Agreement is included as Exhibit A. Vendors must be willing to provide the required insurance and accept the terms of SCP’s Standard Agreement. A Vendor taking exception to any part of the Standard Agreement must also provide alternative language for those provisions considered objectionable. Please note that any exceptions or changes requested to the Standard Agreement may constitute grounds to reject the Application.

2. Failure to address exceptions to the Standard Agreement in your application will be construed as acceptance of all terms and conditions contained therein. No negotiation over Standard Agreement provisions will be permitted unless the provisions were objected to when the Application was submitted.
3. SCP reserves the right to further negotiate existing or additional elements of its Standard Agreement with successful proposers.

B. **California Public Records Act.** All applications submitted in response to this request shall be subject to disclosure under the California Public Records Act. In the event that a Proposer desires to claim portions of its application exempt from disclosure, it is incumbent upon the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCP will consider a Proposer’s request for exemption from disclosure; however, SCP will make a decision based upon applicable laws. Assertions by a Proposer that the entire application or large portions are exempt from disclosure will not be honored. All responses to this Request for Vendor Applications shall become the property of SCP and will be retained or disposed of accordingly.

C. SCP also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all submittals, whichever is in the best interest of SCP.

D. All applications received by the specified deadline will be reviewed by SCP for content, including but not limited to amount of discount offered, experience and qualifications of the bidding Vendors.

E. During the evaluation process SCP may request from any Vendor additional information which SCP deems necessary to determine the Vendor’s ability to perform the required services.

F. Respondents bear all costs associated with responding to this Vendor Application, and SCP will provide no compensation for these costs.

IX. **RIGHTS OF SONOMA CLEAN POWER**

A. This Vendor application does not commit SCP to enter into a contract, nor does it obligate SCP to pay for any costs incurred in the preparation and submission of a qualifications statement or in anticipation of a contract.

B. SCP reserves the right to:

1. Make the selection based on its sole discretion;
2. Reject any and all applications;
3. Issue subsequent solicitations;
4. Postpone any of the time periods set forth in this Vendor Application, for its own convenience;
5. Remedy technical errors in the Vendor Application;
6. Approve or disapprove the use of particular subconsultants;
7. Negotiate with any, all, multiple or none of the Proposers that respond;
8. Alter SCP’s Standard Agreement to be inclusive of any unique, unanticipated legal concerns, including, without limitation, issues related to Vendor’s technology, display or services provided in the AEC.

9. Negotiate a final project scope that includes all, just a portion or related additional items relative to the Proposed Project Scope set forth in this Vendor Application;

10. Waive informalities and irregularities in the application;

11. Utilize others to perform or supply work of the type contemplated by this Vendor Application;

12. Request applications from other vendors with or without requesting applications from participants in this application for the work of the type contemplated by this Vendor Application; and/or

13. Enter into an agreement with another Firm or re-solicit the Project in the event the originally selected firm defaults or fails to execute an agreement with SCP.

C. SCP reserves the right not to contract with any Vendor. If SCP decides to contract, SCP will contract with the Vendors whose responses best meets the needs of SCP, consistent with the selection process set forth above.

D. An agreement is not binding or valid with SCP unless and until it is executed by authorized representatives of SCP and the Vendor selected.

E. Evaluation of a response does not constitute a commitment by SCP to acquire such services from any source. SCP is not obligated in any way to proceed with this Vendor Application or consider or enter into any agreement or undertake any liability to any firm in connection with this Vendor Application and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of SCP. SCP shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this Vendor Application process.