

REQUEST FOR PROPOSALS
For
Orange County Power Authority

On-Call Print Services &
Promotional Materials

Solicitation Number: 25-004

RESPONSE DUE
by
5:00 p.m. Pacific Standard Time
on
June 27, 2025

For complete information regarding this project, see RFP posted at www.ocpower.org or contact OCPA at the email address listed below.

Thank you for your interest!

Sviramontes@ocpower.org

A. BACKGROUND AND INTRODUCTION

Orange County Power Authority (OCPA) is seeking proposals from qualified firms (Consultants) to provide Print Services and Promotional Materials ("Services"). This solicitation is not intended to create an exclusive service agreement and multiple awards may be made. OCPA retains the ability, at its sole discretion, to add qualified Consultants at any time.

1. BACKGROUND

OCPA is a California joint powers authority created by a Joint Powers Agreement (JPA) on November 20, 2020, as a Community Choice Aggregator (CCA) in Orange County. OCPA provides several benefits to its participating customers including:

- Providing electric power at competitive costs with reduced carbon emissions
- Procuring energy with a priority on the use and development of local renewable resources
- Stimulating local job creation through various program development
- Promoting personal and community ownership of renewable resources
- Stabilizing long-term electricity rates for residents and businesses

OCPA is governed by a board of directors (Board) consisting of elected representatives from each participating jurisdiction. The JPA authorizes OCPA with the rights and powers to set rates for the services it furnishes, incur indebtedness, and issue bonds or other obligations. OCPA was established for the acquisition of electric power for its service area as well as to provide other benefits to the residential, commercial, industrial, and agricultural customers in communities located within the cities of Buena Park, Fullerton, and Irvine.

In April 2022, OCPA began providing service to approximately 32,000 commercial, industrial, and agricultural customer accounts and in October 2022, OCPA initiated the second enrollment phase, enrolling all residential customers accounts.

2. TERM OF AGREEMENT

The Agreement is expected to have a term of two (2) years with the option to extend for up to three (3) additional one (1) year terms. OCPA is not required to state a reason if it elects not to extend.

3. MINIMUM QUALIFICATIONS AND GENERAL EXPECTATIONS OF THE CONSULTANT

- All proposers should have a valid business license for the City in which they operate.
- All Consultants must have the technical expertise, breadth of experience, and availability to support OCPA's energy and customer program needs.
- The firm proposing services must be able to demonstrate experience working with at least two (2) California-based public agencies, municipalities, and/or large corporate customers.
- Due to the nature of OCPA's operations, a non-disclosure agreement will need to be signed in relation to any information the Consultant may be privy to regarding OCPA customer information.

B. SERVICES REQUESTED

The Services sought under this RFP are set forth in more detail in **Exhibit A**, attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit A**, the final scope of Services negotiated between OCPA and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between OCPA and the successful Proposer. A copy of the Agreement is attached hereto as **Exhibit B** and incorporated herein by this reference.

C. PROPOSAL SUBMISSION REQUIREMENTS

OCA will establish a Consultant Selection Panel (“Panel”). This Panel will evaluate the proposals based solely on the information provided, in accordance with the proposal evaluation criteria outlined below.

OCA reserves the right to invite short-listed Proposers for a pre-selection interview if deemed necessary.

Following the assessment of proposals and/or interviews, the Panel will rank the proposals. The Panel will then recommend the best fit Proposer to the Board of Directors for potential contracting. The Board of Directors retains the final authority to approve and enter into a contract with the selected Proposer. OCA reserves the right to not select any proposals from this RFP.

Only digital submissions will be accepted. Please submit all proposals via www.bidnetdirect.com, which is a free platform to applicants. If bidnetdirect.com creates a hardship, please email submissions in PDF format to sviramontes@ocpower.org by the established deadline. Submissions in other digital formats will not be accepted.

OCA requests proposals consist of the following minimum requirements to ensure the proposer has a comprehensive understanding of the project and such that OCA has a complete understanding of the proposer’s ability to meet OCA’s needs.

1. CONTENT AND FORMAT OF PROPOSAL

a. Executive Summary: (limit: 1 page)

Summarize the content of your firm’s proposal in a clear and concise manner

b. Table of Contents (with page numbers)

c. Identification of Proposer: (limit: 2 pages)

- i. Legal name and address of the company.
- ii. Legal form of company (partnership, corporation).
- iii. If company is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
- iv. Name, title, address and telephone number of the proposed representative to contact concerning the Proposal Submittal.

- v. California Business License Number
- d. Firm and staff experience (limit: 2 pages in addition to resumes)
- Tell us about your firm's experience, service offerings, and experience serving similar customers.
 - Attach resumes of at least two (2) staff members who are being proposed to serve the OCPA.
 - Provide at least two (2) government agency or large corporate customer references.
 - The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor / sub-consultant that is anticipated to perform each function, if known at this time.
- e. Weekly Mailers and Proposed Process (limit: 3 pages)
- Explain your experience with weekly mailings.
 - Describe your process for managing weekly mailings, including turnaround time and quality control.
 - Provide examples of similar recurring mailer projects.
 - Detail your capabilities for variable data printing and address list management.
 - What is your minimum and maximum volume capacity per week?
 - What strategies have you implemented to help your customers save money on recurring and regular print costs?
- f. Regulatory Mailers and Proposed Process (limit: 3 pages)
- Explain your experience with regulatory or compliance-related mailings.
 - How do you ensure accuracy and compliance with mailing regulations?
 - What tracking, certification, or customer service options do you offer customers for high-priority mailing projects?
 - Provide a sample project timeline for a typical high-priority mailing.
 - What strategies have you implemented to help your customers save money on large-volume print costs?
- g. Print Service Offerings and Services (limit: 3 pages)
- Describe your print capabilities, including formats, finishes, and turnaround times.
 - Do you offer in-house design services or templates?
 - Provide pricing tiers for different quantities and paper types.
 - What types of promotional products do you offer? Include a sample catalog or product list.
 - Describe your customization capabilities (e.g., embroidery, screen printing). What is your typical lead time for promotional item orders?
 - Do you offer warehousing or fulfillment services?
- h. Sustainability and Workforce Practices (limit: 5 pages)
- Do you pay employees at or above a livable wage in your region of operation? Please explain.
 - Do you offer benefits such as healthcare, paid leave, or retirement plans to your employees? Please explain.
 - Are any of your production or fulfillment services outsourced? Please explain.

- Do you offer tree-free or alternative fiber paper options (e.g., hemp, bamboo)?
- Do you use soy- or vegetable-based inks?
- What environmentally friendly finishing options do you offer (e.g., aqueous coating, biodegradable laminates)?
- Where are your primary printing and fulfillment facilities located?
- Do you subcontract any part of the printing or mailing process? If so, please list the subcontractors and their locations.
- Do you hold any third-party certifications (e.g., ISO 14001, B Corp, Green Seal, CPUC Supplier Clearinghouse, etc.)?

i . Pricing and Fee Structure

1. Provide pricing terms for Weekly Move-in mailers as detailed in Scope of Services, #1 Regular Weekly Move-in mailers. This process includes receiving the mailing list from the Authority's data manager, printing, addressing, and mailing each move-in letter to an approximate volume of 1,500 weekly customers.

Your response should include a complete proposed fee structure –

- Cost per unit
- Setup fees
- Volume discounts
- Inserting into envelopes

2. Provide pricing terms for Joint Rate Comparison Mailer as detailed in Scope of Services, #2 Yearly Regulatory mailers.

Your response should include a complete proposed fee structure –

- i. Cost per unit
- ii. Setup fees
- iii. Volume discounts
- iv. Proofing, plate setup fees
- v. Project management/handling fees

3. Provide pricing terms for Power Content Label Mailer as detailed in Scope of Services, #2 Yearly Regulatory mailers.

Your response should include a complete proposed fee structure –

- i. Cost per unit
- ii. Setup fees
- iii. Volume discounts
- iv. Proofing, plate setup fees
- v. Project management/handling fees

4. Other Print Services Pricing Chart

Please complete the pricing chart below with the following assumptions:

- 2 Pages – front and back
- Artwork: provided by the Authority print-ready electronically
- Proofing: Authority approval required
- Stock: 100# Gloss cover
- Ink: 4 color CMYK – front and back
- Finishing: Trim to size, inkjet, mail w. Authority Indicia (Santa Ana)

- Packaging: mail tray
- Delivery: local USPS office
- Postage paid by the Authority directly to USPS

Volume	Size	Cost per Unit
5,000	6 x 11	
10,000	6 x 11	
25,000	6 x 11	
50,000	6 x 11	
100,000	6 x 11	
150,000	6 x 11	
175,000	6 x 11	
200,000	6 x 11	
5,000	8.5 x 11	
10,000	8.5 x 11	
25,000	8.5 x 11	
50,000	8.5 x 11	
100,000	8.5 x 11	
150,000	8.5 x 11	
175,000	8.5 x 11	
200,000	8.5 x 11	

j. Insurance: See the Agreement, attached hereto as **Exhibit B**, for a description of the insurance requirements.

k. Litigation: Provide litigation history for any claims filed by your firm or against your firm related to the provision of any services in the last five (5) years.

l. Other Information: This section shall contain all other pertinent information regarding the following:

Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.

Description of community involvement.

Description of any previous involvement with OCPA.

2. EVALUATION CRITERIA

The proposals submitted in response to this RFP shall be evaluated for award based on the criteria set forth below. Consultants should submit information sufficient for OCPA to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

The Panel will select the proposal that offers the greatest value to OCPA based on an analysis of the following criteria:

- a. The firm is independent and properly licensed to practice and authorized to do business in the State of California.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for OCPA.
- c. Clarity and conformance of proposal to RFP.
- d. Content of the proposal.
- e. Proposer's experience and performance.
- f. Team members' experience and performance.
- g. Pricing and Fee Proposal
- h. References

It is OCPA's intent to select a firm(s) evidencing demonstrated competence and professional qualification sufficient to perform the Services. As outlined in the Evaluation Criteria, the decision to award the contract will consider multiple factors, prioritizing what's best for OCPA. It is important to note that OCPA will not necessarily award the contract to the lowest bidder.

OCPA reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful proposer(s) will be selected on the basis of information provided in the RFP, in-person presentations, and the results of OCPA's research and investigation.

Upon selection of a firm(s), OCPA will endeavor to negotiate a mutually agreeable goods and services agreement with the selected firm(s). In the event that OCPA is unable to reach agreement, OCPA will proceed, at its sole discretion, to negotiate with the next firm selected by OCPA. OCPA reserves the right to contract for services in the manner that most benefits OCPA including awarding more than one contract if desired.

3. RFP SCHEDULE

The tentative schedule is as follows:

Release of RFP	June 6, 2025
Deadline for Question Submittal	June 13, 2025
Posting of Responses to Questions	June 17, 2025
Proposals Due	June 26, 2025
Board Approval based on OCPA evaluations	July 14, 2025
Notification of Board decision	July 21, 2025
Contract Begins	August 1, 2025

The above scheduled dates are tentative and OCPA retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind OCPA to award a contract for the above-described professional Services, and OCPA retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

D. TERMS AND CONDITIONS

1. GENERAL PROVISIONS

a. *Incurring Cost*

This RFP does not commit OCPA to award or pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, OCPA will not reimburse the proposer for any costs incurred in responding to this RFP.

b. *Claims Against OCPA*

Neither your organization nor any of your representatives shall have any claims whatsoever against OCPA or any of its respective officials, agents, or employees arising out of or relating to this RFP or these RFP procedures, except as set forth in the terms of a definitive agreement between OCPA and your organization.

c. *Guarantee of Proposal*

Responses to this RFP, including proposal prices, will be considered firm and irrevocable for ninety (90) days after the due date for receipt of proposals.

d. *Basis for Proposal*

Only information supplied by OCPA in writing by OCPA in connection with this RFP should be used as the basis for the preparation of Proposer's proposal.

e. *Form of Proposals*

Proposals must be submitted electronically by e-mail and must be received by OCPA prior to the deadline.

f. *Amended Proposals*

Proposers may submit amended proposals before the Deadline to Submit Proposals. Such amended proposals must be complete replacements for previously submitted proposals and must be clearly identified in a written format.

g. *Withdrawal of Proposal*

Proposers may withdraw their proposals at any time prior to the Deadline to Submit Proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative addressed to and submitted to the Contact.

h. *No Late Responses*

To be considered, proposals must be received electronically via bidnetdirect.com by the date and time reflected on the cover page.

i. *California Public Records Act (CPRA)*

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP may be held as confidential by OCPA and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code § 7920.000 et seq.) until after either OCPA and the successful proposer(s) have completed negotiations and entered into an Agreement or OCPA has rejected all proposals. All correspondence with OCPA including responses to this RFP will become the exclusive property of OCPA and will become public records under the California Public Records Act. Furthermore, and notwithstanding any other provision of this RFP, OCPA will have no liability to the proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a proposer believes that a portion of its proposal would be exempt from disclosure under the California Public Records Act, the proposer must mark it as such and state the specific provision

in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a proposer submits trade secret information, the proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, OCPA may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", OCPA will endeavor to provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction at the proposer's sole expense.

j. Confidentiality

All data and information obtained from or on behalf of OCPA by the Proposer and its agents in this RFP process, including reports, recommendations, specifications, and data, shall be treated by the Proposer and its agents as confidential. The Proposer and its agents shall not disclose or communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from OCPA. Generally, each proposal and all documentation, including financial information, submitted by a consultant to OCPA is confidential until a contract is awarded, when such documents become public record under State and local law, unless exempted under CPRA.

k. Electronic Mail Address

Most of the communication regarding this procurement will be conducted by electronic mail (e-mail). Potential Proposers agree to provide the contact with a valid e-mail address to receive this communication.

l. OCPA Rights

OCPA reserves the right to do any of the following at any time:

- Reject any or all proposal(s), without indicating any reason for such rejection;
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal or the RFP process, or as part of any subsequent contract negotiation;
- Request that Proposers supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- Cancel the RFP, and at its option, issue a new RFP;
- Procure any services specified in this RFP by other means;
- Modify the selection process, the specifications or requirements for materials or services, or the contents or format of the proposals;
- Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- Negotiate with any or none of the Proposers;
- Modify any terms and/or conditions described in this RFP in the final agreement;
- Terminate failed negotiations with any Proposer without liability, and negotiate with other Proposer(s);
- Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to OCPA;
- Eliminate, reject, or disqualify a proposal of any Proposer who is not a responsible Proposer or fails to submit a responsive offer as determined solely by OCPA or its representative; and/or
- Accept all or a portion of a Proposer's proposal.

m. Protests

A Proposer may protest a contract award if the Proposer believes that the award was inconsistent with OCPA policy or this RFP is not in compliance with law. A protest must be filed in writing with OCPA (email is not acceptable) within five (5) business days after receipt of notification of the contract award. Any protest submitted after 5:00 p.m. of the fifth business day after notification of the contract award will be rejected by OCPA as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

OCPA will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. OCPA shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by OCPA relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

n. Independent Contractor

Services provided by the successful Proposer ("Consultant") shall be performed as an independent contractor. All persons employed by Consultant in connection with this agreement shall not be agents or employees of OCPA. Consultant shall be solely and exclusively in charge of determining the means by which the professional services called for herein are performed, and shall be responsible for all costs incurred in connection therewith, unless OCPA agrees otherwise in a duly executed writing delivered to consultant prior to the incurring of such expense. Consultant may also retain or subcontract for the services of other necessary consultants with the approval of OCPA. Payment for such services shall be the responsibility of consultant.

o. Non-Discrimination for Employment with Consultant

During the performance of this agreement, the successful Proposer will not discriminate against any employee or applicant for employment because of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship. The Consultant will ensure that all qualified applicants for employment with Consultant will receive consideration for employment without regard to race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability. Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability. Likewise, the Consultant will insure that all qualified applicants for OCPA Chief Executive Officer will receive consideration for employment without regard to race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability.

p. Conflict of Interest

The selected Proposer shall employ no OCPA official or employee in the work performed pursuant to this agreement. No officer or employee in OCPA shall have any financial interest in this agreement in violation of California Government Code Sections 1090 and following, or Sections 87100 and following; nor shall OCPA violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and

following.

q. Agreement for Professional Services

The selected Proposer will be required to sign the attached Standard Professional Services Agreement and to provide the insurance certificates and all other required documentation within seven (7) calendar days of notification of selection.

r. Exceptions Certification to this RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the attached Agreement and, in particular, the insurance and indemnification provisions therein.

s. Disclosure Provision/ Conflict of Interest

OCPA complies with all California statutes and regulations related to conflicts of interest. Under the applicable conflict of interest requirements, the selected proposer may be required to complete and file Form 700 with OCPA before starting or at a future point during the engagement if such requirements become applicable to the selected proposer.

t. Reporting of Supplier Diversity Information

Public Utilities Code Section 366.2(m) requires certain community choice aggregators, including OCPA, to annually submit to the California Public Utility Commission (CPUC) a report regarding its procurement from women business enterprises (WBEs), minority business enterprises (MBEs), disabled veteran business enterprises (DVBES), and LGBT business enterprises (LGBTBES). Businesses may become certified WBEs, MBEs, DVBES, and LGBTBES through the CPUC Clearinghouse, which can be found here: www.thesupplierclearinghouse.com. Proposers that are awarded the contract will be asked to voluntarily disclose their certification status with the CPUC Clearinghouse, as well as their efforts to work with diverse business enterprises, including WBEs, MBEs, DVBES, and LGBTBES. OCPA will use that information solely for compliance with its reporting obligations under Public Utilities Code Section 366.2(m) and evaluation of OCPA's outreach and other activities consistent with applicable law. Pursuant to Article I, Section 31 of the California Constitution, OCPA shall not discriminate against or give preferential treatment to any individual or group based on race, sex, color, ethnicity, or national origin, except as otherwise permitted thereunder.

u. Prevailing Wage

Proposers shall take cognizance of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. The Proposer must agree to fully comply with and to require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable.

2. OCPA CONTACT

All questions regarding these specifications, terms and conditions are to be submitted via www.bidnetdirect.com or to sviramontes@ocpower.org, no later than 5:00 p.m. June 27, 2025. Bidnetdirect.com will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda.

Go to <https://www.bidnetdirect.com/california/orangecountypowerauthority> to view current contracting opportunities.

3. ATTACHMENTS

Exhibit "A": Scope of Services

Exhibit "B": OCPA Standard Goods and Services Agreement

EXHIBIT "A"

SCOPE OF SERVICES

1. Regular Weekly Move-In Mailers

- Print and mail weekly move-in letters or postcards to new customers. Typical contents may include welcome letters or flyer folded into a standard envelope.
- Vendor must address list updates and ensure timely delivery. The list will be provided by the Authority's data manager on a regular basis through a Secure File Transfer Protocol.
- The Authority will design the welcome letters/flyers and branded envelopes. The successful vendor will be responsible for addressing and mailing weekly mailers.
- Approximate volume is 1500 mailers per week.
- Sorting of addresses as needed for post drop off
- Envelope printing and stuffing
- Postage paid by the Authority directly to USPS.
- Must be mailed/postmarked from within Orange County

2. Yearly Regulatory Mailers

- Print and distribute annual regulatory notices (e.g., joint rate comparison mailer, power content label).
- Ensure compliance with federal, state, and local mailing requirements.
- Provide certified mail or tracking options as needed.
- Must be mailed/postmarked from within Orange County

Projected projects include:

- Joint Rate Comparison Mailer (yearly between July-September)
 - Versions: 3 total – for different customer classes
 - 2 Pages – front and back
 - 6" x 11"
 - Artwork: provided by the Authority print-ready electronically
 - Proofing: Authority approval required
 - Stock: 100# Gloss cover
 - Ink: 4 color CMYK – front and back
 - Finishing: Trim to 6" x 11", inkjet, mail w. Authority Indicia (Santa Ana)
 - Packaging: mail tray
 - Delivery: local USPS office
 - Estimated volume – 180,000
 - Postage paid by the Authority directly to USPS
- Power Content Label (yearly between September-December)
 - Versions: 1 total – for all customer classes
 - 2 Pages – front and back
 - 8.5" x 11"
 - Artwork: provided by the Authority print-ready electronically

- Proofing: Authority approval required
- Stock: 100# Gloss cover
- Ink: 4 color CMYK – front and back
- Finishing: Trim to 6" x 11", inkjet, mail w. Authority Indicia (Santa Ana)
- Packaging: mail tray
- Delivery: local USPS office
- Estimated volume – 180,000
- Postage paid by OCPA directly to USPS

3. Miscellaneous Print Services (Flyers, Brochures, etc.)

- On-demand printing of marketing and informational materials such as flyers, brochures, posters, and signage.
- Support for both small and large print runs.
- Delivery to multiple locations or direct mail options such as mass promotional mailers.
- To be quoted as needed.

4. Promotional Materials and Items

- Source, customize, and deliver branded promotional items (e.g., pens, tote bags, mugs, apparel).
- Provide product catalogs or sourcing options.
- Manage inventory and fulfillment for events or campaigns.
- Ensure brand consistency across all items.
- To be quoted as needed.

EXHIBIT “B”

ORANGE COUNTY POWER AUTHORITY GOOD AND SERVICES AGREEMENT

This Goods and Services Agreement (“**Agreement**”) is made and entered into on [Date of Award], by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“**Authority**”) and [Vendor Name]. (“**Contractor**”). Authority and Contractor are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

A. Contractor desires to perform and assume responsibility for the provision of certain goods and services required by Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing printing and mailing services, is licensed in the State of California, and is familiar with the plans of Authority.

B. Authority desires to engage Contractor to render such goods and services for the [name of the project] (“**Project**”) as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

1.1 General Scope of Services. Contractor promises and agrees to furnish to Authority all labor and services and incidental and customary work necessary to fully and adequately supply assist the Authority the implementation services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to Authority. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from [Term start date – term end date] earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Contractor.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Authority retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Authority and shall at all times be under Contractor’s exclusive direction and control. Contractor

shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit B attached hereto. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Authority shall respond to Contractor's submittals in a timely manner. Upon request of Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Authority.

2.4 Authority's Representative. Authority hereby designates the Chief Executive Officer, or designee, to act as its representative for the performance of this Agreement ("**Authority's Representative**"). Authority's Representative shall have the power to act on behalf of Authority for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than Authority's Representative, or designee.

2.5 Contractor's Representative. Contractor hereby designates Ian Martin, Sales Development Executive, or designee, to act as its Representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.6 Coordination of Services. Contractor agrees to work closely with Authority staff in the performance of Services and shall be available to Authority's staff, Contractors and other staff at all reasonable times.

2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost

and expense and without reimbursement from Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Authority, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Authority, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.9 Insurance.

2.9.1 Time for Compliance. Contractor shall not commence the Services under this Agreement until it has provided evidence satisfactory to Authority that it has secured all insurance required under this section, in a form and with insurance companies acceptable to Authority. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to Authority that the subcontractor has secured all insurance required under this section.

2.9.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and

property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

2.9.3 Professional Liability. Contractor shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

2.9.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by Authority to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Contractors Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give Authority, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from Authority's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) Authority, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be

primary insurance as respects Authority, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Authority, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against Authority, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to Authority, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before Authority's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Contractor shall provide Authority at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Authority at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the

retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by Authority, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Contractor or Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Authority may cancel this Agreement. Authority may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither Authority nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.9.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Authority, its directors, officials, officers, employees, agents and volunteers.

2.9.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. Contractor shall guarantee that, at the option of Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.9.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to Authority.

2.9.8 Verification of Coverage. Contractor shall furnish Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by Authority if requested. All certificates and endorsements must be received and approved by Authority before work commences. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.9.9 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence

satisfactory to Authority that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name Authority as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Contractor, Authority may approve different scopes or minimum limits of insurance for particular subcontractors.

2.9.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. Fees and Payments.

3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed \$XXX,XXX (not including USPS postage billed directly to the Authority) without written approval of Authority's Board of Directors or Chief Executive Officer, as appropriate. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at rates agreed upon by the Authority and Contractor. The Authority's Chief Executive Officer is authorized to execute any extensions, subject to any limits in Authority policies or, if applicable, in the Board of Directors' action approving this Agreement; the Board shall approve any amendments/extensions exceeding the Chief Executive Officer's authority.

3.2 Payment of Compensation. Contractor shall submit to Authority a statement which indicates work completed by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Authority.

3.4 Extra Work. At any time during the term of this Agreement, Authority may request that Contractor perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by Authority to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization

from Authority's Representative.

4. **Accounting Records.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Authority may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

[Print Vendor Contact]

Authority:

**Attn: Joseph M. Mosca, CEO
Orange County Power Authority
P.O. Box 54283
Irvine, CA 92619**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48)

hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Authority to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("**Documents & Data**"). Contractor shall require all subcontractors to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by Authority. Authority shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority's sole risk.

5.3.2 Intellectual Property. In addition, Authority shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("**Intellectual Property**") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement.

Authority shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Authority, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Authority.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Authority.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right

to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Authority further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Authority, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

5.3.4 Infringement Indemnification. Contractor shall defend, indemnify and hold Authority, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Authority of the Documents & Data, including any method, process, product, or concept specified or depicted.

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.6 Indemnification.

5.6.1 To the fullest extent permitted by law, Contractor shall defend (with counsel of Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all damages,

expert witness fees and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Authority, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Authority or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Authority and its directors, officials, officers, Contractors, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the Authority, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.10 Authority's Right to Employ Other Contractors. Authority reserves right to employ other Contractors in connection with this Project.

5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Authority include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.18 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.19 Equal Opportunity Employment and Subcontracting. Contractor represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.21 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.23 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated

in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

ORANGE COUNTY POWER AUTHORITY, a [Vendor Company]
California joint powers authority

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

ATTEST:

Secretary, Authority Board of Directors

APPROVED AS TO FORM:

General Counsel