

REQUEST FOR QUALIFICATIONS

For

Orange County Power Authority

**Community Power Plan Support Services and
Other Outreach Services**

Solicitation Number: 25-001

RESPONSE DUE

by

5:00 p.m. Pacific Standard Time

on

[Extended to Feb 27, 2025]

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

Thank you for your interest!

[\[SViramontes@ocpower.org\]](mailto:SViramontes@ocpower.org)

A. BACKGROUND AND INTRODUCTION

Orange County Power Authority (OCPA) is seeking responses from nonprofit entities or other organizations, which may include but not be limited to Civil Society Organizations (CSOs), Non-Governmental Organization (NGOs), and Community-Based Organizations (CBOs), and as well as qualified individuals and firms to assist OCPA in advancing its Community Power Plan (CPP) by supporting community needs assessment, engagement and outreach, technical assistance within OCPA's service area, with an emphasis on serving disadvantaged and under-resourced communities. These partners may also serve as outreach partners to support OCPA's outreach efforts for the Equitable Building Decarbonization Direct Install Program (EBD-DI) administered by the County of Los Angeles.

This RFQ is a solicitation for qualifications only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations.

This RFQ outlines the requirements and the scope of work to be performed. OCPA seeks to develop partnerships that support the CPP's goals, which include:

- Addressing the needs, concerns, and priorities of communities in OCPA's member jurisdictions.
- Building relationships with community leaders and organizations to inform and equip them to support OCPA's role in the region.
- Establishing an ecosystem of organizations to support OCPA's equitable outreach and program administration efforts.

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, Fountain Valley, 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. As of December 31, 2024, OCPA has over

177,000 residential and commercial customers.

2. TERM OF AGREEMENT

Potential agreements awarded following this RFQ are expected to have a term ranging from four (4) months to two (2) years depending on the program and task assigned. OCPA is not required to state a reason if it elects not to extend an agreement.

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 strong ties to the communities OCPA serves and availability to support OCPA's energy and customer program needs.
- The firm proposing services must be able to demonstrate experience working with California based public agencies or municipalities.
- Due to the nature of OCPA's operations, a non-disclosure agreement may be required in relation to any information the Consultant may be privy to regarding OCPA customer information, if applicable to the work.

B. SERVICES REQUESTED

The Services sought under this RFQ 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(s) shall be set forth in a Professional Services Agreement or Short-Form Services Agreement ("Agreement") executed by and between OCPA and the successful Proposer(s). A copy of the Agreement is attached hereto as **Exhibit B** and incorporated herein by this reference.

C. PROPOSAL SUBMISSION REQUIREMENTS

OCPA 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.

OCPA 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(s) to the Board of Directors or Chief Executive Officer for potential contracting. The Board of Directors or Chief Executive Officer retain the final authority to approve and enter into a contract with the selected Proposer(s). OCPA reserves the right to not select any respondents from this RFQ, to select a single respondent, or to select multiple respondents.

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.

Through this RFQ, OCPA is seeking submittals from organizations, located or operating within Orange County and will consider submissions from organizations located or operating outside of its Member Agencies, that provide services to individuals within Orange County (“Respondents”). Individuals or Organizations that respond to this solicitation will have the opportunity to participate in one or more of the activities listed below and be compensated in accordance with the terms outlined in the resulting contract. Organizations will partner with OCPA to meet the outcomes above and will be referred to as “Strategic Partners” (“Partners”). Partners selected may carry out one or more of the following activities shown below, which include but are not limited to:

- Receive communications and gather input from community members (e.g., interviews, focus groups, surveys, newsletters).
- Co-host a one-off or series of OCPA-focused listening sessions or informational meetings (not part of an existing meeting).
- Utilize existing meetings and/or events to host OCPA-focused input gathering sessions.
- Promote and market a specific program/project (e.g., expand outreach to increase participation, provide translation services).
- Serve as an implementer for a specific program/project (e.g., process applications, run a program/project, reporting).
- Other duties, as negotiated between the Partner and OCPA.

OCPA expects the work to commence on or about March 2025. Respondents may be invited to participate in subsequent project-based solicitations and a qualified submittal to this RFQ does not constitute a commitment or promise by OCPA to guarantee any work.

OCPA seeks to engage multiple Partners to perform the following key tasks to support the development and implementation of the CPP. Through the CPP, OCPA seeks to implement energy programs that invest back into OCPA member cities and enhance energy efficiency in the Orange County region.

The first step is assessing the needs of OCPA’s diverse customer base through a Community Needs Assessment. This will focus on identifying the energy needs and priorities of OCPA communities and will be performed via multi-platform and multi-lingual outreach and events. The outcome of the assessment will inform the selection and design of programs over the next five years.

OCPA is working with The Energy Coalition (TEC) as a contracted consultant for the development and implementation of the CPP. Where overlap exists with tasks assigned to TEC under their

agreement with OCPA, the selected Partners will be expected to coordinate with TEC to ensure alignment and avoid duplication of efforts.

OCPA requests proposals in the format provided below:

1. CONTENT AND FORMAT OF PROPOSAL
GENERAL INFORMATION (limit: 500 words)

- **Legal name of your organization**
- **Organization's tax ID**
- **Name of proposed representative for the submittal**
- **Title of the representative**
- **Telephone number of the representative**
- **Email of the representative**
- **Organization's physical and website address**
- **Federal tax status of your organization:**
 - 501(c)3
 - 501(c)4
 - 501(c)6
 - My organization is not tax exempt, but we have a fiscal sponsor that is tax exempt
 - Other _
 - **If "Other", what is the federal tax status of your organization?**
- **How many staff are within your organization?**
 - Full-time:
 - Part-time:
 - Volunteer:
- **Does your organization have a Board of Directors?**
 - Yes
 - No
 - **If "Yes", how many Board members does your organization have?**
- **What is your organization's primary focus area(s)? Select all that apply.**
 - Arts and culture
 - Community and economic development
 - Education
 - Energy/Environment
 - Food security
 - Health
 - Housing
 - Human rights
 - Policy
 - Religious activities
 - Other
 - **If "Other", or if more detail is required, please elaborate.**

IMPACT AND COMMUNITIES SERVED (limit: 750 words)

- What is your organization’s mission?
- How many people does your organization serve?
- Which communities does your organization primarily serve, and how do you engage with them?
- Do you regularly organize or host meetings, workshops, or events? If yes, please populate the table below (add rows as appropriate):

| | Frequency (e.g., monthly, quarterly, annually) | Format (e.g. virtual webinars, in-person workshops, community forums, or hybrid events) | Average Attendance | Scheduled or Approximate 2025 dates |
|----|--|--|---------------------------|--|
| #1 | | | | |
| #2 | | | | |
| #3 | | | | |

- Please give two examples (or links) of the way you have seen your organization’s work make a difference in the communities you serve.
- Have you collaborated with other organizations in the past? If so, please provide details about the nature of these partnerships, including your organization’s role and contribution.
- Please select which OCPA member city/cities your organization has served and specify the number of years of operation in that city.
 - City of Buena Park: ___ years
 - City of Fountain Valley: ___ years
 - City of Fullerton: ___ years
 - City of Irvine: ___ years
- Please check which OCPA member cities your organization will serve in 2025.
 - City of Buena Park
 - City of Fountain Valley
 - City of Fullerton
 - City of Irvine

PARTNERSHIP AND CAPACITY

The provision of professional services will require that the Respondent has successfully negotiated an Agreement with OCPA.

- What kind of professional services is your organization interested in providing to OCPA? Please select from the list below or fill in the “other” category.
 1. Community Needs Assessment: Engage with communities via pop-up events, surveys, workshops, social media and other outreach methods to conduct

needs assessments that identify community priorities and barriers to participation. **(limit: 500 words)**

- Describe your organization's experience conducting community surveys and/or receiving community feedback.
- How many subscribers receive your organization's emails or newsletters?
- What are your open rates and/or click-through rates?
- Refer to the Budget Table for Option 1 in Exhibit C , which outlines the budget cap for this task to allow you to confirm your ability to deliver these services. A budget proposal submittal is not required. Please provide one professional reference for Option 1, including their name, title, organization, contact information, and a brief description of the project or engagement.

2. Listening Sessions and Informational Meetings: Co-host an OCPA-focused listening session, series of listening sessions, or informational meetings, not tied to existing meetings. **(limit: 500 words)**

- Describe your experience co-hosting a one-off or series of focused listening sessions or informational meetings.
- Describe how a complex topic was communicated to the communities of focus. Highlight the objectives, methods used, challenges encountered, and outcomes achieved.
- Refer to the Budget table for Option 2 in Exhibit C, which outlines the budget cap for this task to allow you to confirm your ability to deliver these services. A budget proposal submittal is not required.
- Please provide one professional reference for Option 2, including their name, title, organization, contact information, and a brief description of the project or engagement.

3. Utilizing Existing Meetings or Events: Utilize existing meetings and/or events to host OCPA-focused input gathering sessions such as focus groups. **(limit: 500 words)**

- What key events does your organization host?
- Describe your organization's experience hosting input gathering sessions.
- Refer to the Budget table for Option 3 in Exhibit C, which outlines the budget cap for this task to allow you to confirm your ability to deliver these services. A budget proposal submittal is not required..
- Please provide one professional reference for Option 3, including their name, title, organization, contact information, and a brief description of the project or engagement.

4. Program Promotion and Marketing: Promote and market a specific program/project (e.g., *expand outreach to increase participation*) **(limit: 500**

words)

- Describe your experience, approach and outcomes for promoting and marketing a specific program.
 - Please provide one professional reference for Option 4, including their name, title, organization, contact information, and a brief description of the project or engagement.
5. Program Implementation Support: Serve as an implementer for a specific program/project (e.g., process applications, run the program/project, reporting) (**limit: 500 words**)
- Describe your experience serving as an implementer for a specific program/project.
 - Please provide one professional reference for Option 5, including their name, title, organization, contact information, and a brief description of the project or engagement.
6. Other (**limit: 500 words**)
- Provide details on the professional services your organization is interested in providing OCPA.
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- Describe your organization’s current and future capacity. Are you able to support the tasks with current staff and resources?

EVALUATION CRITERIA

The proposals submitted in response to this RFQ shall be evaluated for award based on the criteria set forth below. Partners 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(s) that offer the greatest value to OCPA based on an analysis of the following criteria:

a.

| Criteria | Weight |
|---|---------------|
| Minimum Qualifications | Pass/Fail |
| <ul style="list-style-type: none">• Complete application.• The organization is independent and properly licensed to practice and authorized to do business in the State of California.• The organization has no conflict of interest regarding any other work performed by the firm for OCPA. | 20% |
| <ul style="list-style-type: none">• Clarity and conformance to RFQ• Community impact & populations served | 45% |
| <ul style="list-style-type: none">• Organizational background, experience, capacity, and references. | 35% |

| | |
|--------------|-------------|
| Total | 100% |
|--------------|-------------|

It is OCPA’s intent to select organization(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 a contract to the lowest bidder.

OCPA reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain organization(s) may be selected to interview after which a final selection will be made. The successful proposer(s) will be selected on the basis of information provided in the RFQ, oral interview, and the results of OCPA’s research and investigation.

Upon selection of a organization (or organizations), OCPA will endeavor to negotiate a mutually agreeable services agreement with the selected firm. In the event that OCPA is unable to reach agreement, OCPA may proceed, at its sole discretion, to negotiate with the next organization(s) 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.

2. RFQ SCHEDULE

The tentative schedule is as follows:

| | |
|--|--|
| Release of RFQ | Monday, January 13 th , 2025 |
| Virtual Q&A Session | Tuesday, January 21 st , 2025 |
| Deadline for Question Submittal | Friday, January 24 th , 2025 |
| Posting of Responses to Questions | Friday, January 30 th , 2025 |
| RFQ Qualifications Due | Thursday, February 27 th , |
| Board Approval based on OCPA evaluations | 2025 March 2025 |
| Notification of Board decision | March 2025 |
| Project-based Contract Begins | March 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 RFQ at any time.

D. TERMS AND CONDITIONS

1. GENERAL PROVISIONS

a. Incurring Cost

This RFQ 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 RFQ.

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 RFQ or these RFQ procedures, except as set forth in the terms of a definitive agreement between OCPA and your organization.

c. Guarantee of Proposal

Responses to this RFQ, 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 RFQ should be used as the basis for the preparation of Proposer's proposal.

e. Form of Proposals

Proposals must be submitted electronically 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 (or via email to sviramontes@ocpower.org) 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 RFQ 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 RFQ 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 RFQ, 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 RFQ 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 RFQ 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 RFQ, and at its option, issue a new RFQ;
- Procure any services specified in this RFQ 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 RFQ, including deadlines for accepting proposals;
- Negotiate with any or none of the Proposers;
- Modify any terms and/or conditions described in this RFQ 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 RFQ 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(s) ("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 Services

The selected Proposer will be required to execute a Professional Services Agreement or Short Form Service Agreement with OCPA (an example of which is attached hereto) 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 RFQ

In submitting a proposal in response to this RFQ, Proposer is certifying that it takes no exceptions to this RFQ including, but not limited to, the attached 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. January 24th, 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”: Standard Professional Services Agreement

Exhibit “C”: Budget for Facilitating Engagements

EXHIBIT “A”

SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to outline the roles, responsibilities, and deliverables expected from organizations selected to support the Orange County Power Authority (OCPA) in implementing its Community Power Plan (CPP) and/or other Programs. Selected organizations will play a key role in conducting needs assessments, facilitating engagement, and implementing energy programs that prioritize equity and access for OCPA's diverse communities.

Scope of Work

Selected organizations are expected to work collaboratively with OCPA and other partners, including The Energy Coalition (TEC), to align efforts, avoid duplication, and ensure cohesive program delivery. Coordination activities include:

- Attend weekly/bi-weekly meetings to discuss progress and align strategies.
- Share data, feedback, and reports to inform ongoing program development.

All selected organizations will be required to collaborate and coordinate with OCPA and TEC while performing any of the activities listed below.

The scope of services for each activity will vary slightly by type of activity, the final details will be finalized in formal agreements with selected organizations.

1. Community Needs Assessment

Objective: To identify community priorities, barriers to participation, and opportunities for program development.

Key activities:

- Engage with communities via pop-up events, surveys, workshops, social media, and other outreach methods to collect qualitative and quantitative data.
- Share quantitative data with OCPA
- Develop a report summarizing the qualitative information received.

Deliverables:

- Report with quantitative data with a mandatory debrief meeting
- Community Needs Assessment Qualitative Report.

2. Listening Sessions and Informational Meetings

Objective: To gather community input and provide information about OCPA programs.

Key activities:

- Co-host OCPA-focused listening sessions, a series of listening sessions, or

informational meetings that are not tied to existing meetings.

- Facilitate interactive discussions to understand community concerns and priorities.
- Document and share feedback collected during these sessions with OCPA.

Deliverables:

- Session summaries including attendance, key topics, and community input with a required debrief meeting.

3. Utilizing Existing Meetings or Events

Objective: To maximize outreach and gather input by leveraging existing community gatherings.

Key activities:

- Identify and utilize existing meetings and events to host OCPA-focused input gathering sessions.
- Collaborate with event organizers to integrate OCPA engagement activities seamlessly.
- Provide materials and resources tailored to the event's audience.

Deliverables:

- Reports summarizing engagement activities and outcomes from existing events with a mandatory debrief meeting.

4. Program Promotion and Marketing

Objective: To increase community awareness and participation in OCPA programs or OCPA partner programs.

Key activities:

- Promote and market specific OCPA programs or projects, such as energy efficiency initiatives or clean energy campaigns.
- Expand outreach to underrepresented groups to ensure equitable participation.
- Create and distribute multilingual marketing materials through social media, email, and in-person channels.

Deliverables:

- Marketing and outreach reports, detailing strategies, materials used, and engagement metrics with a required debrief meeting.

5. Program Implementation Support

Objective: To serve as a direct implementor of OCPA programs or OCPA partner programs.

Key activities:

- Process applications, run programs or projects, and manage participant interactions.
- Provide reporting on program progress, outcomes, and participant feedback.
- Collaborate with OCPA to refine program design and implementation strategies.

Deliverables:

- Monthly implementation reports including metrics on applications processed, participant demographics, and project outcomes with a required debrief meeting.

Performance Metrics

The success of the selected organizations will be measured by:

- Number and diversity of community members engaged.
- Quality and relevance of feedback collected during needs assessments and listening sessions.
- Effectiveness of program promotion efforts, including participation rates.
- Timeliness and accuracy of program implementation and reporting.

EXHIBIT “B”

**ORANGE COUNTY POWER AUTHORITY
SHORT-FORM SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into on _____, 20____, by and between ORANGE COUNTY POWER AUTHORITY, a California joint powers authority (“OCPA”) and [***INSERT NAME OF COMPANY***], a [***INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.***] (“Vendor”). OCPA and Vendor are sometimes individually referred to herein as “Party” and collectively as “Parties.”
2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit A.
3. **Scope of Services; Schedule.** The Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services (“Services”) attached hereto as Exhibit B. The Services shall be completed timely and in accordance with the Schedule of Services set forth in Exhibit B.
4. **Term.** The term of this Agreement shall be from [***INSERT DATE***] to [***INSERT DATE***], unless earlier terminated as provided herein.
5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit C attached hereto. The total compensation shall not exceed [INSERT CAP] without written approval of Authority’s Board of Directors. The total compensation shall not exceed [***INSERT AMOUNT WRITTEN OUT***] (\$[***INSERT NUMBER***]) (“Not-To-Exceed Amount”) without written approval of the Authority’s Chief Executive Officer. Vendor’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to OCPA on a monthly basis. OCPA shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to OCPA within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from OCPA.
6. **Insurance.** In accordance with Section 3 of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to OCPA.

Commercial General Liability Insurance:

\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage

Automobile Liability:

\$1,000,000 per occurrence for bodily injury and property damage.

Workers' Compensation:

Statutory Limits / Employer's Liability \$1,000,000 per occurrence

Professional Liability (Errors and Omissions):

Errors & Omissions liability insurance \$1,000,000 per claim and in the aggregate.

Privacy/Network Security (Cyber) Liability

\$1,000,000 per occurrence

7. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the Parties hereto have executed this Short Form Services Agreement as of the date first written above.

ORANGE COUNTY POWER AUTHORITY *****INSERT NAME OF VENDOR***]**
a California joint powers authority *****INSERT NAME OF LEGAL ENTITY***]**

APPROVED BY:

*****INSERT NAME***]**
*****INSERT TITLE***]**

*****If CORPORATION, TWO SIGNATURES, PRESIDENT OR VICE PRESIDENT AND SECRETARY OR TREASURER REQUIRED***]**

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

Signature

Name

Title

[DELETE THE FOLLOWING SIGNATURE LINE IF SECOND SIGNATURE NOT REQUIRED]

Signature

Name

Title

EXHIBIT A TO SHORT FORM SERVICES AGREEMENT
TERMS AND CONDITIONS FOR SERVICES

1. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require 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. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

2. Standard of Care. The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

3. Insurance. If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001); B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation; D. Professional Liability (Errors and Omissions) coverage for a term acceptable to OCPA; and E. Privacy/Network Security (Cyber) Liability for privacy breaches, system breaches, denial or loss of service, and the introduction, implantation or spread of malicious software code. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by OCPA. Vendor shall add OCPA, its officers, officials, employees, agents, and volunteers as additional insureds on Vendor's Commercial General Liability and Automobile Liability. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by OCPA shall not be required to contribute with it. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of OCPA, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against OCPA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

4. Indemnification. To the fullest extent permitted by law, Vendor shall defend (with counsel of OCPA's choosing), indemnify and hold OCPA, 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 (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, the project, or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage which is caused by the sole negligence or willful misconduct of OCPA. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Vendor or OCPA, its officials, officers, employees, agents, or volunteers. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

5. Laws; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

6. Termination. OCPA may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, OCPA shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. OCPA shall pay Vendor the reasonable value as determined by OCPA of any portion of the Services completed prior to termination. OCPA shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar days written notice to OCPA only in the event of OCPA's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

7. Changes. By written notice, OCPA may from time to time, make changes to the Services furnished to OCPA by Vendor. If such change is anticipated to cause an increase in the Not-to-Exceed Amount or in the time required for performance, Vendor shall promptly notify OCPA and obtain OCPA's written approval of the increased amount.

8. Force Majeure. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by a Force Majeure Event. The Vendor will not receive an adjustment to the contract price or any other compensation. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Vendor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of OCPA in its capacity as a municipal authority. Notwithstanding the foregoing, OCPA may still terminate this Agreement in accordance with Section 6.

9. Equal Opportunity Employment and Subcontracting. Vendor 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, Vendor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

10. Miscellaneous Terms. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of OCPA. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. 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. The captions of the various 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. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of OCPA. No employee or agent of Vendor shall become an employee of OCPA. Vendor warrants that the individual who has signed this Agreement has the legal power, right and authority to make this Agreement and bind the Vendor hereto.

EXHIBIT "C"

BUDGET FOR FACILITATING ENGAGEMENTS

Costs outlined below represent the maximum caps. Each activity will require an itemized cost sheet.

Option 1. Community Needs Assessment

Engagement Type: Roundtable

OCPA will compensate not-to-exceed **\$4,000** for a roundtable of a minimum of five (5) participants; this cost includes:

- Planning time
- Event staffing
- \$25 incentives per participant
- Venue costs, including food and beverage

Engagement Type: Event Tabling

OCPA will compensate not-to-exceed **\$2,000** for tabling an event; this cost includes:

- Planning time
- Event staffing
- Venue costs

Engagement Type: Surveys

OCPA will compensate not-to-exceed **\$8,500** for 1,000 survey responses (approximately 500 paper and 500 electronic); this cost includes:

- Time to collect survey data
- Digital survey platform hosting
- Total incentive of \$500 for participants

Option 2. Listening Sessions and Informational Meetings

Engagement Type: Listening Sessions

OCPA will compensate not-to-exceed **\$3,500** for a roundtable of a minimum of ten (10) participants; this cost includes:

- Planning time
- Event staffing
- \$25 incentives per participant
- Venue costs, including food and beverage

Option 3. Utilizing Existing Meetings or Events

Engagement Type: Existing Meetings:

OCPA will compensate not-to-exceed **\$2,000** to co-host an existing meeting; this cost includes:

- Planning time
- Event staffing
- Venue costs