This revision includes edits to the RFP. Added language appears in **bold underline**, and deleted language appears in **strikethrough**.

Request for Proposals (RFP)

for Northern California Rural Regional Energy Network

Energy Efficiency Kits and Drop-shipping Services

RFP-25-606

Revised per Addendum #02





Issued by

Redwood Coast Energy Authority www.RedwoodEnergy.org

Date Issued: Monday October 13, 2025 Revision date: October 31, 2025

Responses to this RFP due by 5:00pm PPT on November 14, 2025, via email to

procurement@redwoodenergy.org

TABLE OF CONTENTS

SECTION I – PROJECT INTRODUCTION AND OVERVIEW		
Intro	duction	3
Desc	cription of Work	3
Prop	oosal Evaluation Schedule	4
Prop	oosal Submission	4
Eval	uation and Selection Process	4
SECTI	ON II – PROPOSAL REQUIREMENTS	5
A.	Company Information	5
B.	Statement of Qualifications	5
C.	Contract Cost Proposal	6
D.	Additions, Deletions, and Exceptions	6
E.	RFP Procedure and Requirements	6
SECTI	ON III - SCOPE OF WORK	9
EXHIBIT A – KIT CONTENTS10		
EXHIBIT B - FIRM'S BUSINESS INFORMATION11		
FYHIRIT C - STANDARD PROVISIONS		

SECTION I - PROJECT INTRODUCTION AND OVERVIEW

Introduction

The Redwood Coast Energy Authority (RCEA) is soliciting proposals from qualified firms to supply Energy Efficiency Kits with specific content as well as drop-shipping services for the Northern California Rural Regional Energy Network (aka Northern Rural Energy Network or NREN).

The NREN Residential Equity Program is intended to equitably support Northern California communities through energy assessments, outreach and energy awareness information and solutions to residential customers, tailored to the region, climate, demographics and other characteristics, with a priority to serve hard-to-reach, underserved and disadvantaged communities.

NREN was approved by the California Public Utilities Commission in late September 2024. NREN is a new California regional energy network formed and led by four Partners: the Redwood Coast Energy Authority (RCEA), Lake Area Planning Council (LAPC), Mendocino Council of Governments (MCOG), and Sierra Business Council (SBC). RCEA is the designated Portfolio Administrator for NREN.

NREN was approved by the CPUC to serve hard-to-reach and underserved customers in 17 rural counties across the state: Alpine, Amador, Butte, Calaveras, El Dorado, Humboldt, Lake, Lassen, Mariposa, Mendocino, Nevada, Placer, Plumas, Sierra, Sutter, Tuolumne, Yuba ("NREN Service Territory"). The NREN Service Territory includes a population of approximately 1.6 million people over 29,421 square miles.

Description of Work

RCEA is seeking a vendor who will be responsible for procuring and packaging an Energy Efficiency Kit ("Kit") with the desired contents (as described in **Exhibit A**) and for shipping the Kits directly to NREN customers located in the NREN Service Territory.

RCEA will be the main point of contact regarding the administration of this contract. RCEA may designate Partner staff members that are authorized to submit Kit orders with the selected vendor ("NREN Authorized Staff"). RCEA staff or NREN Authorized Staff will send a list of Kit orders as associated shipping addresses to the vendor on a regular basis, approximately every two weeks. RCEA anticipates ordering between approximately 750 to 1000 Kits for shipment each year, over the NREN Service Territory.

RCEA expects the Kits to all be similar in content and branding across the entire NREN Service Territory. RCEA may consider contracting printing services, if the vendor has the capacity (in-house or via a third-party) to provide branded packaging as well as printed materials such as brochures and stickers. These materials would be included with Kits before shipping.

If the vendor does not have this capability, RCEA will be providing the printed materials/stickers for the vendor to insert them in/onto the Kit.

Proposal Evaluation Schedule

Key dates for proposal evaluation and selection are as follows:

Deadline for Questions to be submitted	Friday October 24, 2025, 4:00 pm PPT
Responses to Questions issued via Addendum	Friday October 31, 2025
Proposals Due	Friday November 14, 2025, 5:00 pm PPT,
Proposers Interviews (as needed)	November 24 through December 05, 2025
Contract(s) Award (RCEA Board Meeting)	Monday December 22, 2025

Proposal Submission

Please submit proposals by **5:00pm PPT, Friday November 14, 2025,** electronically to procurement@redwoodenergy.org. Late submissions may not be accepted; make sure to submit early to ensure successful electronic delivery.

Evaluation and Selection Process

An evaluation committee will review, evaluate each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP may be cause for eliminating the Proposer from consideration.

The evaluation committee may interview any or all Proposers. The evaluation criteria and weighting are as follows:

<u>Evaluation Criteria</u>	Weight of Score
Cost and fees	50%
Content/quality of the box	20%
Capacity to meet the timeline: Availability of supplies, handling and shipping process, guaranteed delivery timeline	15%
Past performance and qualifications for similar goods and services	10%
Additions, Deletions and/or Exceptions taken to the Standard Provisions	5%

RCEA may recommend one or more vendors to contract with RCEA for these services. The RCEA governing Board of Directors will award the contract(s) based on the evaluation committee's recommendations, informed by the final rankings.

SECTION II - PROPOSAL REQUIREMENTS

At a minimum, the information described in the following sections must be included in the proposal:

A. Company Information

Include Exhibit B - Firm's Business Information.

B. Statement of Qualifications

- 1. Qualifications and Experience (Firm and Personnel)
 - i. Please include a general introduction to the Proposer's team/competence/experience.
 - Include a description of the firm's expertise related to products and services requested and a full discussion of the company's recent experience directly related to similar contracts.
 - ii. Describe your firm's approach to fulfilling the contract in a timely and consistent manner, including:
 - How products are selected for quality and product warranties;
 - Availability of stock during the contract period;
 - Proposed process to fulfill the contract with replacements products in case the agreed upon supplies are temporarily or permanently out-of-stock (RCEA must pre-approve substitutions); and
 - Detailed shipping process: estimated time to ship kit from receipt of shipping addresses, shipping method, capacity to provide shipping confirmation and/or tracking number to RCEA, contracts currently in place or anticipated with shipping companies...
 - iii. Describe your firm's ability (in-house or via a third-party) to provide kit customization and branding for the NREN programs, including:
 - Ability to print NREN-branded materials such as brochures, flyers, labels, and stickers;
 - Ability to include NREN-branded materials in kit shipments.
 Specify whether shipments to different regions can have different collateral inside the Kits; and
 - Ability to package items in branded boxes/bags.
 - iv. Describe your firm's Refund/Return policy for defective or damaged Kit contents.

2. References

One (1) to three (3) current or former clients for whom comparable services have been performed within the last five (5) years, with a description of the project(s), completion date(s), and approximate cost. Include the name, mailing address, telephone number, and email address of each referenced client's principal representative.

C. Contract Cost Proposal

The proposer's cost proposal must be submitted by filling out Attachment 1.

The pricing method shall be based on a per-kit basis. – except for the base fee, if any.

As presented in Attachment 1, the cost proposal should detail the price structure of the kit, including, as applicable:

- A. Total cost of the content of the kit (supplies);
 - Provide a breakdown of the content (detail the specific models) of the kit in the table A1 - Content of the kit
- B. Handling costs per kit, if any,
- C. Shipping costs per Kit,
- D. printing costs and branded packaging costs, if available,
- E. other per Kit costs, as needed,
- F. base fee (initial fee, annual or monthly fee...), if any,
- G. Price escalator, if any, applicable at contract renewal.

The proposer may include an evolving price structure based on quantities ordered.

The proposer may offer additional/alternate Kit options (up to three in total) based on varying content. In which case, the proposer must present each option in a separate tab of Attachment 1 (Option #2 and Option #3). However, the proposer should offer content that is reasonably similar to the example provided. Any option which would significantly deviate from the provided example in option #1 must be supported by a robust justification.

Proposed prices, except for shipping costs, shall be effective for the term of the contract. However, the proposer may propose an "up to" price escalator applicable at contract renewal.

D. Additions, Deletions, and Exceptions

The successful Proposer will be expected to provide RCEA with a standard contractual agreement for RCEA's consideration. However, RCEA requires that the Standard Provisions, attached in Exhibit C, are substantively included in the proposed contract.

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

E. RFP Procedure and Requirements

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

Standard Agreement. After award of contract, an execution-ready Standard Agreement will be sent to the successful Proposer for execution within 5 business days. Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal (Section II.E. Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.

Requests for Information/Clarification. Any questions regarding this RFP or other pre-proposal documents must be submitted electronically to procurement@redwoodenergy.org with "RFP-25-606" in the subject line. Any and all such interpretations and any supplemental instructions will be detailed in an addendum and made publicly available no later than that date set forth in Table 1. Project Specific Dates. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.

Rights Reserved. RCEA reserves the right to reject any or all proposals, either separately or as a whole and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of RCEA and is not to be bound to accept the lowest price.

Costs and Ownership. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted shall become the property of RCEA.

Confidentiality. All proposals will be held in confidence until a contract with the successful proposer is executed or this RFP solicitation process is terminated by RCEA, whichever comes first. Thereafter, public disclosure of proposals is subject to the California Public Records Act ("PRA," Government Code §§ 7920.000). If a proposer believes any portion of their proposal is proprietary, they shall clearly mark each such page as confidential. RCEA will evaluate each claim that marked material is confidential under the PRA and make a determination in its sole discretion whether the material may be publicly disclosed.

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

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

Proposer Licensing Requirements. If applicable, all Proposers and proposed subcontractors must be properly licensed in accordance with California Business and Professions Code and local law.

Non-Collusion. In submitting a response to this RFP, the Proposer declares that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of RCEA is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

Ethics Standards. All Proposers and proposed subcontractors are required to follow the supplier ethics standards set forth in Section 2.4 of RCEA's Procurement Policy (<a href="https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-Procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Purchasing-and-procurement-uploads/sites/850/2024/12/Pu

Policy.pdf).

SECTION III - SCOPE OF WORK

The Kits will be sent to addresses in the NREN Service Territory within the following counties located in Northern California;

o Alpine Plumas Lake Amador Lassen o Sierra o Butte Mariposa o Sutter Calaveras Mendocino o Tuolumne o El Dorado Nevada o Yuba Humboldt Placer

The selected Proposal shall provide the following services:

- Maintain adequate stock of the supplies constituting the content of the Kit;
- Maintain active accounts, in good standing, with shipping carriers (USPS, Fed-Ex, UPS...);
- Package and ship the Kits to the provided addresses within 5 business days of receiving the order from RCEA or NREN Authorized Staff;
- Provide shipping confirmations and/or tracking numbers as kits are sent; notify RCEA of returns and defective items replacements; Provide confirmation of defective items claims being replaced or refunded to RCEA; and
- Process returns or replacements of defective Kit contents, according to your firm's Return/Refund Policy. Process returns or replacements is the only circumstance for which the Vendor may communicate directly with the Kit recipients.

Contract Schedule

Task	Due Date
Expected contract start date	On or before January 08, 2026
Contract anticipated end-date	December 31, 2027

EXHIBIT A – KIT CONTENTS

Content of the Kit:

The Kit must contain energy-saving supplies and materials. A generic list of desired contents is provided in the table below:

Item	Quantity
Energy Saving Tip Book	1
LED bulb: 9W	6
LED bulb: 13W	2
Watt Meter	1
7-outlet advanced power strip	1
1.0 GPM bubble spray aerator	1
1.5 GPM bubble spray aerator	1
Universal switch and outlet gasket seal kit (15 to 25 gaskets total)	1
clear shrink film 64" x 210" (thickness = 3/4 mil [0.6ml])	1
2- sided tape 90 feet long and 1/3" wide	1
Window Insulation kit: 1 to 5 windows. Clear shrink film, Double-sided tape; Film thickness approx. 3/4 mil (0.6ml)	1
Foam Tape, Closed Cell, 3/16" x 3/8" x 17'	1
Fingertip rope caulk, 30ft long, 6-1/4 oz	1
Wi Fi Smart Plug	1
Self-Adhesive V-Seal Weatherstrip 17' Roll	1

This is NREN preferred content; however, proposers may provide up to 2 additional options with adjusted similar content based on availability and price.

The total cost of the contents of each box shall be comprised between \$50 and \$75, not to exceed \$75. The total cost of each box (all inclusive) shall be between \$65 and \$100, not to exceed \$100.

The vendor will not be authorized to substitute any contract-approved content without RCEA's prior approval.

If not printed by the vendor, the following collateral will be supplied by NREN to the vendor to be added to the Kit by the vendor before shipping:

1 NREN-branded box label sticker onto box	1 per Kit
1 NREN-branded sticker into box	1 per Kit
1 NREN-specific pamphlet into box	1 per Kit

EXHIBIT B - FIRM'S BUSINESS INFORMATION

Length of time your firm has been in business:	
Length of time at current location:	
List types and business license number(s) (if applicable):	
Names and titles of all officers of the firm:	
Is your firm a sole proprietorship doing business under a different name? If yes, please indicate sole proprietorship name and the name you are doing business under:	□Yes □No
Please indicate your Federal Tax Number:	
Is your firm incorporated?	□Yes □No
Name and remittance address that will appear on invoices:	
Physical Address:	

EXHIBIT C - STANDARD PROVISIONS

A.	Purpose: To procure and package RCEA-approved merchandise and ship Energy Efficiency Kit ("Kit") directly to NREN customers located in the NREN Service Territory. Vendor is not responsible for selling or otherwise communicating with Kit recipients other than to deliver Kits and process returns or replacements for defective merchandise.
В.	Term . Services shall commence upon full execution of this Agreement by both parties and expire on December 31 st ,, unless earlier terminated as otherwise provided herein. The Term of this Agreement shall automatically renew for additional one (1) year terms. Either Party may elect to not renew the Agreement by providing written notice to the other as follows: (a) in the event the VENDOR desires to not renew the Agreement, written notice of nonrenewal shall be provided to RCEA no less than 90 days in advance of the annual renewal date; (b) in the event RCEA desires to not renew the Agreement, written notice of nonrenewal shall be provided to the VENDOR no less than thirty (30) days prior to the annual renewal date.
C.	Orders and Shipping. Any sales order or communication that is deemed as an order shall be processed, shipped and billed by VENDOR according to the standard order timeline. Standard shipping time for orders are hours/days unless otherwise agreed upon.
D.	Defective Merchandise and Returns . VENDOR warrants that merchandise shall be shipped in good working condition and as described to RCEA. VENDOR agrees to accept returns of defective products and issue refunds or replacements within days of receiving the returned item, in accordance with the provisions of the VENDOR's Return and Refund Policy, attached herein as Exhibit XX. VENDOR must notify RCEA of any returns and/or replacements within XXX days.
E.	Packaging. VENDOR will package merchandise as it sees fit for proper and safe travel between destinations. Packaging materials include but are not limited to: corrugated or fluted cardboard, bubble wrap, air cushions, brown/clear packing tape, Styrofoam.

- **F. Documents and Labeling**. VENDOR will ensure that the documents included with the shipment of Merchandise will use NREN-approved labeling and packing slip noting NREN as the provider/funder of the merchandise. Special labeling and third-party labeling, not initially agreed upon, including Packing slips, box labels, stickers, advertising, marketing materials, special instructions and coupons can be provided at the Vendors expense to be included with the shipment, subject to pre-approval of such labeling and materials by RCEA.
 - VENDOR must include instructions for return and/or replacement of defective merchandise.
- **G.** Hold Harmless and Indemnification. VENDOR shall indemnify and hold harmless RCEA and its board, committees, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any defective products, negligent or wrongful act,

error or omission of VENDOR, its officers, agents, employees or sub-contractors or any entity or individual for which VENDOR shall bear legal liability in the performance of professional services under this Agreement.

VENDOR's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- **H. Insurance**. VENDOR agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement. Failure to maintain the required insurance shall be grounds for termination of this Agreement.
 - a. All insurance carriers shall have an A.M. Best's rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the VENDOR's insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Prior to execution of the Agreement, and subsequently upon request, VENDOR shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA. In the event VENDOR subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract or agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the VENDOR ninety (90) days advance written notice.
 - b. <u>Workers' Compensation and Employers' Liability Insurance</u>: VENDOR shall provide Workers' Compensation and Employers' Liability insurance for VENDOR's employees and agents to the extent required by law for workers compensation and \$1,000,000 per accident for Employer liability.
 - c. <u>Commercial General Liability</u>: VENDOR shall maintain \$1,000,000 minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
 - d. <u>Business Auto</u>: VENDOR shall maintain at a minimum \$1,000,000 business automobile insurance coverage each occurrence, including coverage for owned, non-owned and hired vehicles.
- I. Supplier Ethics. Additionally, VENDOR shall at all times comply with RCEA's supplier ethics standards set forth in Section 2.4 of RCEA's Procurement Policy (https://redwoodenergy.org/wp-content/uploads/sites/850/2024/12/Purchasing-and-Procurement-Policy.pdf).

- J. Assignment. Neither party shall assign its obligations under this Agreement without the prior written consent of the other, except that VENDOR may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the VENDOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- K. Confidential Information. The parties agree that Confidential Information, which includes NREN customers' personal identifiable information including names, addresses, phone numbers and email addresses, is treated as the confidential property of RCEA or an identified third party, and that VENDOR shall have no rights therein, except the authorization provided elsewhere herein for limited use and disclosure during the term of this Agreement.
 - a. <u>Use</u>. VENDOR may use Confidential Information only for the Purpose. VENDOR may disclose Confidential Information only (a) to its employees, managers, and members who need to know such Confidential Information for the Purpose and agree to use Confidential Information only for the Purpose and not to disclose the Confidential Information, (b) to its agents who need to know and the Confidential Information to accomplish the Purpose and agree to use Confidential Information only for the Purpose and not to disclose the Confidential Information, and (c) to its affiliates, provided in each case that Confidential Information is not disclosed to any person or part of an organization having an interest competitive to RCEA.
 - b. <u>Degree of Care</u>. VENDOR shall prevent unauthorized use and disclosure of received Confidential Information, using the same degree of care as it uses for its own confidential information of like importance, but no less than reasonable care.
 - c. <u>Return of Information</u>. Upon request of RCEA, VENDOR shall return to RCEA all originals, copies and excerpts of any Confidential Information. Notwithstanding the foregoing, VENDOR's legal counsel may retain one copy, for use only as a record of the disclosure.

L. Suspension, Termination

- a. <u>Suspension</u>. At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to VENDOR. In such event, VENDOR shall perform no additional Services under this Agreement until RCEA has provided written notice to VENDOR to re-commence Services.
- b. <u>Termination</u>. This Agreement may be canceled at any time by RCEA at its discretion upon written notification to VENDOR. VENDOR is entitled to receive payment for acceptable services performed and costs incurred up to and including the date on which to cease work on the project. VENDOR shall be entitled to no further compensation for work performed after such date. VENDOR will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether

completed or incomplete, and all such material shall become the property of RCEA upon the date to cease work.

- **M.** Compliance with Applicable Laws. The VENDOR shall comply with any and all applicable federal, state and local laws affecting the Services covered by this Agreement.
- **N. Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.

