



Central Coast Community Energy

**70 GARDEN CT
MONTEREY, CA 93940
(831) 641-7222**

**REQUEST FOR PROPOSALS FOR:
Municipal Financial Consultant**

Proposals are due by 11:59 PM (PST) on April 8, 2022

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 Central Coast Community Energy, hereinafter referred to as CCCE, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR(S),” to provide technical assistance and consulting services to support CCCE in energy prepay transactions and financial and budget initiatives.
- 1.2 This solicitation is not intended to create an exclusive service agreement and multiple awards may be made. CCCE retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 BACKGROUND

- 2.1 CCCE is a Community Choice Aggregator (“CCA”) established in 2017 pursuant to Public Utilities Code Section 366.2 and operating as a joint powers authority pursuant to Government Code section 6500 et seq. CCCE currently serves residential, commercial and agricultural/industrial customers in communities located within the unincorporated areas of the Monterey, San Benito, Santa Cruz, and Santa Barbara Counties, as well as the cities of Arroyo Grande, Buellton, Capitola, Carmel, Carpinteria, Del Rey Oaks, Gonzales, Greenfield, Goleta, Grover Beach, Guadalupe, Hollister, Marina, Monterey, Morro Bay, Pacific Grove, Paso Robles, Pismo Beach, Salinas, Santa Maria, San Juan Bautista, San Luis Obispo, Sand City, Santa Cruz, Scotts Valley, Seaside, Soledad, Solvang, Watsonville.
- 2.2 CCCE is exploring an energy prepayment transaction that would provide savings on its power purchase agreements (PPAs).
- 2.3 CCCE is exploring a range of financing plans, including but not limited to issuing debt, and is reviewing its treasury and banking operations with the goal of improving efficiency, reducing costs, and prudently improving risk-adjusted returns. It may revise its investment policy and develop a new long-range capital plan.
- 2.4 CCCE is soliciting offers from qualified Municipal Advisors (“MAs”) to serve as a financial advisor and swap/hedge advisor for the issuance of tax-exempt non-recourse bonds to prepay certain renewable energy and/or commodity contracts executed by CCCE.
- 2.5 MAs selected as part of this RFP will also provide CCCE with capital and banking consulting and advisory services on long-range capital planning, debt issuance, financing options, structured transactions, treasury services, banking services, and investment policy.
- 2.6 Selected MA will be required to maintain a fiduciary responsibility and obligation to CCCE’s interests regardless of regulations related to the public finance profession.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|---|----------------------------|
| 3.1 | Issue RFP | March 29, 2022 |
| 3.2 | Deadline for Written Questions | 11:59 pm, April 5, 2022 |
| 3.3 | CCCE provides responses to questions on CCCE's website | April 7, 2022 |
| 3.4 | Deadline to submit proposals | April 8, 2022 |
| 3.5 | Possible in person interviews of top 2 candidates | Week ending April 15, 2022 |
| 3.6 | Anticipated date CCCE will notify finalist of selection | April 22, 2022 |

This schedule is subject to change, as necessary.

3. **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a Central Coast Community Energy email, shall contact the person designated in Central Coast Community Energy herein to request to be added to the mailing list. Inclusion on the email contact list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date.

IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP by either informing Central Coast Community Energy of their contact information or by regularly checking Central Coast Community Energy's Solicitations webpage at: [Central Coast Community Energy Solicitations](#). Addenda will be posted on the website the day they are released.

4.0 CCCE POINTS OF CONTACT & SUBMISSION

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for Central Coast Community Energy

Jaya Bajpai

**Chief Financial
Officer**

70 Garden CT

Suite 300

Monterey, CA 93940

PHONE: (831) 641-7210

Email: FinRFP@3ce.org

4.2 All questions regarding this solicitation shall be submitted digitally via email to FinRFP@3ce.org. The questions will be researched, and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions. CONTRACTOR should include the title of this solicitation in the subject line.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact CCCE employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

5.1 PREPAY TRANSACTION

- 5.1.1 Review and comment on all documentation through attendance in person (or as necessary by virtual meetings) at all document sessions;
- 5.1.2 Assistance with putting together the necessary disclosure related to CCCE in the disclosure documents;
- 5.1.3 Attendance at CCCE Board meetings (or as necessary by virtual meetings) to make presentations as necessary to the Board of Directors;
- 5.1.4 Assistance with the preparation of any CCA material to make presentations to the ratings agencies;
- 5.1.5 Assistance in providing the necessary material for any net road show that might be utilized to market the bonds;
- 5.1.6 Assistance in negotiating the pricing of the bonds including all proposed debt products (e.g., fixed rate put bonds, FRNs, Variable Rate Bonds in various modes, etc.)

- 5.1.7 Assistance in pricing negotiations and terms with any commodity swap provider or interest rateswap provider as required,
- 5.1.8 Quantitative analysis and modeling to support valuation and negotiations,
- 5.1.9 Any and all other services customarily provided by MAs in a prepayment transaction.

5.2 CAPITAL AND BANKING CONSULTING & ADVISORY SERVICES

- 5.2.1 80 hours of consulting & advisory services
- 5.2.2 Advise and assist CCCE in developing a new Investment Policy for approval by CCCE’s Board
- 5.2.3 Advise and assist CCCE in developing long-range capital plans and analyzing financing options, debt issuance, structured transactions, treasury services and banking options
- 5.2.4 Analyze and present a cost/benefit analysis and risk analysis as requested for specific strategies or contemplated transactions
- 5.2.5** Provide as-needed financial advice regarding market conditions and trends, financial products, credit analysis, alternative financing, and other specialty financing

6.0 CONTRACT TERM

- 6.1 The term of the services requested anticipated to be for a period of One (1) year with the option to extend for two (2) additional one (1) year terms at CCCE’s discretion.
 - 6.1.1 CCCE is not required to state a reason if it elects not to renew.
- 6.2 If the final service agreement (“AGREEMENT”) awarded pursuant to this Request for Proposals (“RFP”) includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that CCCE reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/QUALIFICATION REQUIREMENTS

- 7.1 Qualified organizations must demonstrate their expertise by providing the following:
 - 7.1.1 **PREPAY EXPERIENCE:** A list showing your firm's direct prior experience in providing financial/swap/hedge advisory services to governmental entities in conjunction with prepay transactions in the last ten years. This list can include natural gas transactions but please include any experience with advising on prepayments of electricity. Information to be provided must include:
 - Name of the issuer
 - Size of the issuance
 - Date of closing
 - Brief summary of the services provided
 - And for three of the transactions, a reference person at each issuer CCCE contact
 - *CCCE will give particular credence to those MAs that have worked with issuers of bonds for electricity and to those MAs that have advised on any 100% non-recourse electricity*

transactions (if any).

- 7.1.2 **CAPITAL AND BANKING CONSULTING & ADVISORY EXPERIENCE:** A list showing your firm's direct prior experience in providing capital and banking advisory services to governmental entities in conjunction with debt issuance, investment policy, structured transactions, banking & transaction services, and treasury operations. Up to 15 examples may be provided. Information to be provided must include:
- Name of client
 - Client annual revenues and sector. *CCCE will give particular credence to those MAs who have worked with clients in the energy, joint powers / special district, and public power space*
 - Length of engagement
 - Brief summary of the services provided
 - Specific examples of success. Success may include changes in investment policy, debt issuances, new or revised capital plans etc.
 - And for three of the clients, a reference person CCCE can contact.
- 7.1.3 **STAFF QUALIFICATIONS:** The qualifications, experience, and certifications of any firm personnel that will serve as municipal advisors for this transaction, and a description of the function each would perform. The lead personnel assigned to the CCCE prepay must have direct experience in working on closed tax-exempt prepayment transactions and these transactions should be highlighted in the transactions list provided.
- 7.1.4 **PREPAY TRANSACTION OVERVIEW:** A description of the key documents associated with a prepay transaction and an estimated timeline with key milestones to negotiate all documents and fully execute a transaction.
- 7.1.5 **PREPAY CONSIDERATIONS:** The important considerations both operationally and financially when structuring a prepayment transaction for electricity and specifically renewable electricity. The considerations discussed should be compared to those of a natural gas prepayment transaction and how they may differ.
- 7.1.6 **ADDITIONAL INFORMATION:** Any additional information you deem valuable to provide.
- 7.1.7 **GOOD STANDING CONFIRMATION:** A written confirmation that neither you nor your firm has been or is the subject of any investigation, findings, or sanctions by any federal or state governmental agency or municipal securities organization.
- 7.1.8 **DRAFT CONTRACT & SOW:** A draft contract with terms, conditions, and Scope of Work (SOW). This is for informational purposes only. CCCE reserves the right to modify or reject a contract and SOW in its sole discretion.
- 7.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.3 CONTRACTOR is to ensure that the insurance, licensing, qualifications, and requirements herein are current during the full term of the AGREEMENT.

8.0 PROPOSAL PACKAGE REQUIREMENTS

- 8.1 **CONTENT AND LAYOUT:** CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the headings in Section 7 above. Proposals packages shall include at a minimum the MAs proposed fees and the information requested in Section 7 above. Capital And Banking Consulting & Advisory Services should be priced as a block of 80 hours at a fixed rate, with an hourly rate for any additional hours. For prepay services, the description of fees should include the CONTRACTOR proposed compensation for providing the requested services and share a fixed contingent fee as well as a non-contingent structure. As the prepay transaction is subject to CCCE's Board approvals, if the Boards do not approve the prepay transaction, CCCE will not be responsible for any prepay-related fees.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Electronic Submission. All proposals must be submitted electronically through email form with the appropriate attached documents combined into a single .pdf document not to exceed 150 MB to the following email address: FinRFP@3ce.org. CONTRACTOR should include the title of this solicitation and the name of the organization in the subject line of the email.
- 9.2 Proposal information that is not properly addressed to and not timely received by the Primary Contact will be considered undelivered. Proposals failing to provide complete responses as required may be considered non-conforming. CONTRACTOR should not send, and CCCE will not accept, paper copies of electronic proposals.
- 9.3 Acceptance. Proposals are subject to acceptance at any time within 90 days after opening. Central Coast Community Energy reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsive proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.4 Ownership: All submittals in response to this solicitation become the property of Central Coast Community Energy.
- 9.5 Compliance: Proposal packages that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.6 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION & SCORING CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for Central Coast Community Energy 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.

10.2 The Scoring criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
MAs Prepay Experience	25
Electricity Prepay Experience	5
Capital And Banking Consulting & Advisory Services	25
Demonstrated capacity to fulfill Scope of Work as outlined	20
Pricing	20
Small and Local Preference	5
TOTAL	100

10.3 AGREEMENT award(s) will not be based on cost alone.

10.4 The award(s) resulting from this RFP will be made to the CONTRACTOR(S) that submit a response that, in the sole opinion of Central Coast Community Energy, best serves the overall interest of Central Coast Community Energy.

10.5 The award made from this RFP may be subject to approval by Central Coast Community Energy Operations Board of Directors.

11.0 FEE SCHEDULE

- 11.1 CONTRACTOR(s) will complete a fee schedule, including staff positions/titles, hourly rates for an initial one- (1) year term of the Agreement, list of reimbursable items, and estimated costs. All applicable tax shall be included as a separate line item.
- 11.2 CONTRACTOR prices stated in proposal package shall be effective from the date the proposal is submitted to the day any AGREEMENT is awarded and through the initial term of any AGREEMENT.
- 11.3 Prior to the start of the work, Central Coast Community Energy and CONTRACTOR(S) will mutually agree upon the budget for the project.
 - 11.3.1 CCCE will provide a defined scope.
 - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of CCCE staff.
 - 11.3.3 Prices quoted for Services must remain in effect for a minimum of sixty (60) days of receipt by CCCE.
- 11.4 Proposals should include any discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 CCCE desires, whenever possible, to contract with qualified small and local vendors to provide goods and services to the agency. Each local CONTRACTOR providing goods, supplies, or services funded in whole or in part by CCCE funds, or funds which CCCE expends or administers, shall be eligible for local preference points or percentages as provided in this section.
- 12.2 CCCE's Small and Local Preference Policy ("Policy") establishes a preference for qualified small, local, and diverse businesses in non-power services contract opportunities. This policy requires CCCE to directly identify and solicit small, local, and diverse businesses; reduce barriers to contracting with small, local, and diverse businesses; and incentivize small, local, and diverse businesses to engage with 3CE's contracting process. To view CCCE's Local Preference Policy, in its entirety, use the following link: [Central Coast Community Energy Local Preference Policy](#)
- 12.3 Any vendor seeking to be recognized as a small, local, and diverse business by CCCE shall be required to certify they meet the definition of small and local as set out in the Policy, and to register as a small, local, and diverse business with CCCE. Registering through the vendor registry enables CCCE to track the effectiveness of the Policy and allow CCCE to provide future notifications to its small, local, and diverse businesses concerning other bidding opportunities. To access the CCCE Local Vendor Registration Form, use the following link: [Local Vendor Registry](#)
- 12.4 When CCCE evaluates the responses to a solicitation for goods or services, where best value is the

determining basis for the contract award, a five (5) points preference will be applied to the scoring evaluation for qualified small, local, and diverse businesses.

- 12.5 When CCCE evaluates the responses to a solicitation for goods or services, where lowest price, is the determining basis for the contract award, a five percent (5%) preference will be subtracted from the bid price of qualified small, local, and diverse businesses. If application of the five percent (5%) preference results in a qualified small, local, and diverse business' bid being lower than all other bids, the contract shall be awarded to the qualified small, local, and diverse business at that vendor's bid price.
- 12.6 Whenever a responsive qualified small, local, and diverse businesses and a responsive non-small, non-local business have both submitted matching lowest responsive bids, the qualified small, local, and diverse business shall be awarded the contract.
- 12.7 When a contract requires subcontractors or sub-consultants, the selected contractor shall solicit proposals from qualified small, local, and diverse businesses whenever possible. No contract awarded to a small and local business shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) or more of the dollar value of the contract to be performed by an entity that is not a small and local business.

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an AGREEMENT with CCCE, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to CCCE.

13.1.2 This verification of coverage shall be sent to CCCE, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under any AGREEMENT until it has obtained all insurance required and such insurance has been approved by CCCE. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CCCE.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) **Commercial General Liability Insurance**, including but not limited to

premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, and cross-liability with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. *(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to CCCE approval.)*

(ii) Automobile Insurance Threshold:

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to CCCE approval.)

(iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to CCCE approval.)

(iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in red. All proposed modifications are subject to CCCE approval.)

13.4 Other Insurance Requirements:

- 13.4.1 Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 13.4.2 Commercial general liability and automobile liability policies shall provide an endorsement naming CCCE, its Directors, Board members, officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CCCE and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.
- 13.4.3 CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.4 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by CCCE, annual certificates to CCCE. If the certificate is not received by the expiration date, CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles CCCE, at its sole discretion, to terminate an AGREEMENT immediately.

14.0 RESERVATION OF RIGHTS

- 14.1 No Guaranteed Value: CCCE does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board Approval: The award(s) made from this solicitation may be subject to approval by Central Coast Community Energy Operations Board.
- 14.3 Interview: CCCE reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: CCCE is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be

notified of the final decision as soon as it has been determined.

- 14.6 In CCCE's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of CCCE, best serves the overall interest of CCCE.
- 14.7 Multiple Award(s): CCCE has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to CCCE.

15.0 SIMULTANEOUS CONTRACT NEGOTIATION

- 15 CCCE will pursue contract negotiations with the CONTRACTOR(S) who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of CCCE, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of CCCE, CCCE may pursue contract negotiations with the entity that submitted a Proposal which CCCE deems to be the next best qualified to provide the services, or CCCE may issue a new solicitation, or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with CCCE for the provision of the requested service. The AGREEMENT shall be written by CCCE in a standard format approved by CCCE's General Counsel.

Submission of a bid/proposal will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein.

CCCE may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of Central Coast Community Energy when received by Central Coast Community Energy and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION," in strict conformity with the specific requirements set forth in section 8.2 above. Central Coast Community Energy will not disclose proprietary information to the public, unless required by law; however, Central Coast Community Energy cannot guarantee that such information will be held confidential. As a California government entity, CCCE is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. CCCE will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate in their fee schedule if CONTRACTOR agrees to extend the same prices, terms, and conditions of their proposal to other public agencies that have delivery locations within the State of California limits. CONTRACTOR'S response to this question will not be considered in award of the Agreement resulting from this solicitation. If and when CONTRACTOR extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and CCCE shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

The CCCE STANDARD SERVICE AGREEMENT TEMPLATE with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:

[STANDARD SERVICE AGREEMENT](#)

Vendors may review and provide a “redline” markup as part of the Proposal Package.

-- End of Sample Agreement Section --