



**2023 Renewable Energy & Standalone  
Storage Projects  
Request for Proposals (RFP)**

Issuance Date: February 1, 2023

Response Deadline: March 1,  
2023 at 5 PM PPT

## Contents

1.	General Information.....	3
1.1.	Introduction & Purpose .....	3
1.2.	CCA Background Information .....	3
1.3.	RFP Documents .....	4
1.4.	RFP Website .....	4
1.5.	RFP Administrator .....	5
2.	RFP Overview .....	5
2.1.	RFP Purpose .....	5
2.2.	Eligible Resources, Products Sought and Preferred Terms .....	6
3.	RFP Schedule.....	7
4.	RFP Questions.....	8
5.	Proposal Submission .....	8
6.	Proposal Package Review and Evaluation .....	8
6.1.	Proposal Package Requirements .....	8
6.2.	Review, Evaluation and Shortlisting Process .....	9
6.3.	Notification of Results and Commercial Negotiations (“Shortlist”).....	10
7.	Miscellaneous RFP Matters.....	10
Appendix A	Offer Form.....	10
Appendix B	Executive Summary .....	10
Appendix C	PPA Term Sheet .....	11
Appendix D	Reservation of Rights, Waivers, and Acceptances.....	11

# 1. General Information

## 1.1. Introduction & Purpose

Central Coast Community Energy (CCCE) through this 2023 Request for Proposals for Renewable Energy and Standalone Storage Project (“RFP”) intends to make progress towards meeting their respective goals related to Renewable Portfolio Standard (RPS), greenhouse gas emission reductions and reliability requirements by contracting with new or existing Renewable Energy projects, including California Energy Commission (CEC) eligible Renewable Portfolio Standard (RPS) resources and standalone storage with a minimum generation capacity of 20MW. The objective is for deliveries to start no later than December 31, 2028, for a minimum term of ten (10) years and a maximum term of twenty (20) years.

## 1.2. CCA Background Information

### [IRP](#) and [Audited Financials](#)

Central Coast Community Energy (“CCCE”) is a Community Choice Aggregator (CCA) formed under the authority of a joint powers’ agency and subject to legislative and regulatory requirements imposed on load serving entities within the state of California. CCCE serves its members within the geographic boundaries of Monterey, Santa Cruz San Benito, San Luis Obispo, and Santa Barbara Counties.

CCCE’s current service area consists of the following local government entities:

County of Santa Cruz	County of Monterey	County of San Benito	City of San Luis Obispo*	County of Santa Barbara
City of Santa Cruz	City of Salinas	City of Hollister	City of Morro Bay	City of Santa Maria
City of Watsonville	City of Monterey	City of San Juan Bautista	City of Paso Robles	City of Solvang
City of Capitola	City of Pacific Grove		City of Pismo Beach	City of Goleta
City of Scotts Valley	City of Carmel		City of Grover Beach	City of Carpinteria

	City of Seaside		City of Arroyo Grande	City of Guadalupe
	City of Marina		City of Arroyo Atascadero	City of Buellton
	City of Sand City			
	City of Soledad			
	City of Greenfield			
	City of Gonzales			
	City of Del Rey Oaks			

\*County of San Luis Obispo is not currently a member of CCCE.

CCCE’s estimated 2023 retail sales are 5,100 GWh with a peak capacity of 900 MW distributed 65% non-residential and 35% residential.

**1.3. RFP Documents**

This RFP consists of this protocol and four (4) appendices. Among other things, the protocol (i) offers general information pertaining to this RFP, (ii) describes the purpose and drivers of this RFP and provides high-level considerations for Respondents, (iii) includes a schedule for this RFP, (iv) sets forth terms governing the preparation and submission of proposals and RFP-related communications with CCCE, and (v) provides a high-level overview of the process for evaluating and selecting proposals submitted in response to this RFP. Entities submitting a proposal to this RFP (“Respondents”) are responsible for familiarizing themselves with and being fully aware of the terms of this RFP, including the terms of each Appendix.

The Appendices are as follows:

- **Appendix A** to this RFP is the Offer Form,
- **Appendix B** is the Executive Summary Template,
- **Appendix C** is the Term Sheet (Technology Specific),
- **Appendix D** is an express reservation of the CCCE’s rights in connection with this RFP.

**1.4. RFP Website**

This RFP and related material and information are posted on CCCE’s website and available for review. The website will be updated from time-to-time with additional information related to this RFP. Interested persons are responsible for monitoring the website to ensure the timely receipt of information about this RFP.

[Link to CCCE RFP page](#)

## 1.5. RFP Administrator

The RFP Administrator for this RFP is Jeremy Clark, CCCE's Manager of Energy Trading.

The RFP Administrator's responsibilities include (i) acting as a liaison between the participants in this RFP and CCCE on all RFP-related matters, (ii) ensuring that respondent questions are addressed in an appropriate manner, (iii) receiving, recording, and maintaining respondent proposals, (iv) and managing other administrative matters relating to this RFP.

As detailed in Section 6.1 below, all questions, requests, and other inquiries or communications from or on behalf of Respondents to CCCE about this RFP must be directed in email to the RFP Administrator.

**Email:** [PSolicitations@3ce.org](mailto:PSolicitations@3ce.org)

## 2. RFP Overview

### 2.1. RFP Purpose

The purpose of the RFP is to secure new and existing Renewable Energy resources to meet CCCE's clean energy portfolio goals including for specific custom product offerings. Proposals offered into this RFP will be evaluated for their ability to meet CCCE portfolio targets in accordance with the terms of this RFP as based on a best fit and value and at low cost considering, without limitation, reliability, risk mitigation, and other relevant factors including the ability to provide enhanced grid reliability by providing Resource Adequacy attributes as defined by the California Public Utilities Commission and the California Independent System Operator.

## 2.2. Eligible Resources, Products Sought and Preferred Terms

<p><b>Eligible Resources</b></p>	<p>CCCE is seeking <b>new and existing Renewable Energy and standalone storage resources</b> that meet the following criteria. The proposed resource shall have an online or contract start date no later than December 31, 2028. Grid charging is preferred for all storage projects.</p> <ol style="list-style-type: none"> <li>1. Renewable Energy Project: The project must meet eligibility criteria for eligible renewable energy resources as defined in PUC Section 399.12 and implemented by the California Energy Commission (CEC) pursuant to its RPS Eligibility Guidebook requirements for Portfolio Content Category One Eligible Renewable Resource (PCC1 ERR), for which generation technologies include: small hydroelectric generation, solar photovoltaic, wind resources, biomass, biofuel, and geothermal resources. The minimum renewable generation capacity requirement is 20MW.</li> <li>2. Paired Renewable Energy Project and Storage – all storage technologies with the ability for CCCE to set charging and discharging requirements that are physically co-located with renewable generation such as small hydroelectric generation, solar photovoltaic, wind resources, biomass, biofuel, and geothermal resources. The minimum renewable generation capacity requirement is 20MW. Respondents may propose storage capacity equal to 25%-100% capacity of the RPS project.</li> <li>3. Standalone Storage – all storage technologies with the ability for CCCE to set charging and discharging requirements. The minimum discharge capacity requirement is 20MW.</li> </ol>
<p><b>Project Location</b></p>	<p>Within CAISO or at delivery points that are interconnected to the CAISO.</p>
<p><b>Product(s)</b></p>	<p>Depending on the project types solicited and shortlisted, Product(s) may include energy from generation, energy discharged from storage, Green Attributes, storage capacity, Capacity Attributes (either Energy Only or Full Capacity Deliverability Status (FCDS), as elected in the PPA), and Ancillary Services.</p>
<p><b>Delivery Term</b></p>	<p>Minimum term of ten years and Maximum term of twenty years.</p>
<p><b>Scheduling and Dispatch Flexibility</b></p>	<p>CCCE is indifferent to who will be the scheduling coordinator (SC). If the Respondent is the SC, then CCCE will require the ability to make schedule changes at any time, consistent with CAISO market scheduling rules.</p>
<p><b>Price &amp; Settlement</b></p>	<p>Respondents must price their proposed project, at a fixed price with no escalation, in the following forms:</p> <ol style="list-style-type: none"> <li>1) Renewable Project [\$/MWh] + Storage Price [\$/kW-month]</li> <li>2) Renewable Project Price [\$/MWh]</li> <li>3) Standalone Storage Price [\$/kW-month] <ul style="list-style-type: none"> <li>• Respondent to consider the following. <ul style="list-style-type: none"> <li>○ Encouraged to provide pricing for at least a 4-hour duration storage project</li> <li>○ All-in, Full-Toll and/or RA Only pricing are accepted</li> </ul> </li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>○ The offered Price will be assumed to be for non-degrading capacity over the delivery term</li> <li>○ This price includes Delivered Energy, Green Attributes, Capacity Rights, and Ancillary Services</li> </ul>
<b>Price Location</b>	<p>Respondents are required to include the price at the Project P-node (i.e., the CAISO pricing node assigned to the generator).</p> <p>It is strongly encouraged for Respondents to provide pricing at least one of the following Trading Hubs:</p> <ul style="list-style-type: none"> <li>• SP15</li> <li>• NP15</li> </ul> <p>And the applicable DLAP;</p> <ul style="list-style-type: none"> <li>• SCE DLAP</li> <li>• PG&amp;E DLAP</li> </ul> <p>Note this RFP is not seeking outright ownership of capacity or energy resources. Only the above-mentioned pricing schemes will be considered.</p>

The foregoing is not intended, and should not be construed, as an exhaustive listing of important commercial terms for a Power Purchase Agreement (“PPA”) resulting from this RFP. Please refer to Appendix C and the sections below for other relevant commercial provisions or considerations.

### 3. RFP Schedule

The RFP Schedule below sets out important dates for Respondents interested in participating in this RFP. This Schedule is subject to change. Notice of any change to the RFP Schedule will be posted on CCCE’s Website.

<b>Activity</b>	<b>Scheduled Date</b>
Issuance of RFP	February 1, 2023
Deadline to submit questions	February 24 <sup>th</sup> at 5:00 PM PPT
Deadline to submit proposals	March 1 <sup>st</sup> at 5:00 PM PPT
Notification of final shortlisted Respondents (Tentative)	April 3, 2023
Execute Exclusivity Agreement	End April, 2023
PPA negotiations	April-May, 2023
Target contract execution	August, 2023

## 4. RFP Questions

Respondents and other interested persons are encouraged to submit questions about this RFP, to the RFP Administrator (using the contact information provided above in 1.5). All questions regarding this RFP must be submitted by email. Interested persons are requested to submit questions as promptly as possible to ensure the timely receipt of CCCE's response.

Subject to the CCCE's consideration of the confidentiality concerns, CCCE intends to post all questions submitted by Respondents, as well as the CCCE's responses to those questions, on CCCE's website. Questions will be posted anonymously, to shield the identity of Respondents who posed the questions. The CCCE's objective in posting questions and answers is to afford Respondents equal access to information potentially relevant to their proposals. Respondents are urged to submit RFP questions to CCCE as early as possible, in consideration of the proposal submission deadlines. CCCE expects to provide answers only to questions posed on or before February 24<sup>th</sup> and that are specific to an actual proposal submission issue. CCCE may fail to post or answer any questions in their sole discretion.

## 5. Proposal Submission

The Proposal submission process requires each respondent to submit to CCCE, using the contact information in section 1.5, responses to Appendix A , B, and D (collectively referred to as the "Proposal Package"), to have its proposal(s) evaluated under this RFP. Under the current schedule, Respondents must submit a completed Proposal Package by March 1, 2023, at 5:00 PM PPT.

Respondents will each bear the risk of any failure of respondent to submit the completed Proposal Package by the required deadline as required by this RFP. Proposals for which respondent does not submit all agreements, information, and material as required by this RFP may be considered non-responsive and may be eliminated from consideration. Responsive proposals are those which are deemed conforming to all requirements listed in this RFP document. CCCE may waive any irregularities or defects in their sole discretion.

**All proposals must be submitted in email form with the appropriate attached documents to the following email address:**

[PSsolicitations@3ce.org](mailto:PSsolicitations@3ce.org)

## 6. Proposal Package Review and Evaluation

### 6.1. Proposal Package Requirements

The following is a list of requirements for Proposal Packages to be considered compliant and eligible in this RFP process:

- Proposal Package must be received by March 1, 2023 at 5:00 PM PPT.
- Proposal Package must contain Appendix A, B, and C.
- Upon submission of Proposal Package, Appendix D is deemed accepted by Respondent.
- All portions of Proposal Package must be received in the appropriate digital formats – pdf for narrative documents and Excel spreadsheets for the associated data templates.
- All associated data templates must be completed satisfactorily and provided with the



Proposal Package. It is the duty of the Respondent to contact CCCE for clarification regarding completion of data templates and Executive Summary. Incomplete templates are grounds for non-consideration of a Proposal Package.

- After receipt of Proposal Package, CCCE may contact Respondents to request clarification about unclear portions of proposals. Respondents will have a maximum of 5 days to respond back to CCCE or the Proposal Package will be removed from consideration.

## 6.2. Review, Evaluation and Shortlisting Process

Proposal Package will be modeled to yield a final, in-depth understanding of expected performance. The resources that effectively meet the standards of CCCE will be shortlisted and contacted for negotiation of contracts. Proposal Packages will be reviewed and evaluated based on the following standards:

- **Value**
  - The value of the proposed resource(s) is a primary concern for ranking proposals. Proposal Packages will be evaluated based on the competitiveness of their total value from expected energy and capacity relative to other projects of a similar type including pricing, pricing structure, and contract term.
- **Project Viability**
  - Proposal Packages will be evaluated based on a qualitative assessment of the risks inherent in the proposed project. Proposed commercial operation date ("COD"), construction timeline, interconnection status, transmission needs, and component procurement and financing plan will be evaluated for viability.
- **Portfolio Fit**
  - Resources that align with the CCCE's Board directed goals, including 100% Renewable Portfolio by 2030.
- **Respondent Experience**
  - Respondents will be evaluated for experience as a firm and/or based on the experience of the members of the project team. Experience with the CAISO interconnection process and permitting will be critical.
- **Location**
  - Projects sited within CCCE's territory may be given additional consideration.
- **Prevailing Wage Requirements**
  - Seller shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and orders and decrees of any courts or administrative bodies or tribunals, including without limitation employment discrimination laws and prevailing wage laws. Seller shall use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any ("Prevailing Wage Requirement"). Buyer agrees that Seller's obligations with respect to the Prevailing Wage Requirement will be satisfied upon the execution of a project labor agreement related to construction of the Facility.
- **Inflation Reduction Act**
  - Describe current and anticipated benefits from the IRA

### 6.3. Notification of Results and Commercial Negotiations (“Shortlist”)

After the completion of the review and evaluation of the Proposal Packages, the RFP Administrator will communicate to each respondent the status of its proposal(s) including if the project is Shortlisted CCCE may request additional information from Shortlist projects to determine next steps. It is CCCE’s expectation to negotiate the final terms of a PPA with Respondent(s) on the Shortlist however it is not guaranteed. Placement of a proposal on the Shortlist does not constitute or indicate acceptance by CCCE of any proposal, any term thereof, or any related contract term. Without limiting Appendix C, CCCE (i) has no obligation and makes no commitment of any kind to enter into a transaction with any Respondent, including a Respondent with a proposal on the Shortlist, or to be bound by any term proposed by respondent, and (ii) have no obligation or liability with respect to a transaction or arising out of this RFP except as may be expressly set forth in a fully executed PPA.

Upon Respondent(s) being shortlisted, Respondent will be required to execute an agreement of exclusivity (“Exclusivity Agreement”) for the project(s) and provide a cash deposit or letter of credit in the amount of \$3/kW. The Shortlist deposit amount is determined by the energy and/or storage capacity. CCCE will return cash deposit or letter of credit of respondent (i) following execution of the PPA and provision of the required security in accordance with the terms of such PPA, (ii) CCCE’s rejection of respondent’s offer following shortlist selection, (iii) failure of both CCCE and respondent to agree on the terms of a PPA, (iv) CCCE’s termination of the RFP process, or (v) termination of exclusivity following occurrence of the exclusivity deadline as provided for in the Exclusivity Agreement. CCCE has the right to retain the cash deposit or letter of credit if the respondent(s) is negligent or provides falsified information during the PPA negotiation process.

## 7. Miscellaneous RFP Matters

Without limiting the generality of Appendix D, CCCE reserves the right to withdraw, suspend, cancel, or terminate this RFP, or to modify any term of this RFP, including, without limitation, any term concerning the RFP schedule (including any date), at any time in its sole discretion. CCCE will endeavor to notify all participants of any such withdrawal, suspension, cancellation, termination, or modification made prior to the submittal deadline and to post notice of any such action on CCCE’s website.

### Appendix A Offer Form

CCCE has posted Appendix A on its Website. If the respondent(s) has any issues accessing the document or questions, please contact the RFP Administrator.

[Link to Offer Form on CCCE Website](#)

### Appendix B Executive Summary

CCCE has posted Appendix B on its Website. which contains a list of due diligence requests, which the Offeror should respond to and compose as an Executive Summary. The completion of Appendix B is required.

[Link to Executive Summary Template](#)

## Appendix C PPA Term Sheet

CCCE has posted Appendix C on its Website to expedite the Power Purchase Agreement (PPA) negotiation process. This is a non-exhaustive list; Respondents under an Exclusivity Agreement will receive a draft PPA with all terms and conditions. The Respondent should select the Term Sheet that corresponds with the proposed project type.

CCCE encourages Respondents to redline the associated Term Sheet in Appendix C. CCCE will deem acceptance of Appendix C by Respondent if no changes are made.

### [Term Sheet C-1: Renewable Energy + Storage](#)

### [Term Sheet C-2: Renewable Energy](#)

### [Term Sheet C-3: Standalone Storage](#)

## Appendix D Reservation of Rights, Waivers, and Acceptances

### **1. Reservation of Rights**

Notwithstanding anything to the contrary, CCCE may, and expressly reserve the right to, at any time and from time to time, without prior notice and without assigning or providing any reason therefor:

- cancel, suspend, withdraw, or terminate this RFP (including, without limitation, after the selection under this RFP of one or more Respondents for a PPA) or cancel or suspend its participation in this RFP;
- modify this RFP, including, without limitation, any Appendix to this RFP, or any of the dates, times or places set forth in the RFP or related to the RFP process;
- accept, refuse to accept, consider, not consider, favor, disfavor, recommend, not recommend, pursue or reject any proposal, in its sole and absolute discretion, for any reason;
- without limitation of the generality of any of the other terms herein, reject or eliminate any proposal submitted in response to this RFP that is incomplete, is nonconforming, or contains irregularities (or waive any irregularity in any proposal), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- carry out negotiations with any, some or all Respondents or other persons related to this RFP, and suspend or terminate negotiations with any respondent or other person at any time, including, without limitation, because of any change in resource needs of CCCE giving rise to this RFP;
- discuss the terms of any proposal or any other material submitted by respondent with, and obtain clarification or additional information concerning such proposal or such other material from, respondent or its directors, officers, employees, agents, representatives, and advisors;
- request from respondent information not detailed in or required by this RFP but that may be necessary or relevant to the evaluation of respondent's proposal(s) and utilize such information as CCCE deems appropriate in connection with such evaluation of this RFP;
- receive, consider, pursue, or transact on (i) opportunities to acquire other assets or resources offered or that become available outside of the RFP process as such opportunities arise or (ii) proposals offered in response to this RFP that are nonconforming or eliminated from consideration in this RFP;
- invite further proposals in or outside of this RFP or supplemental submissions of proposals;
- determine which Respondents or entities to allow, or continue to allow,

- to participate in the RFP process;
- pursue or transact on proposals offered in response to this RFP regardless of any rank order established in the RFP evaluation process to promote diversity of supply in this RFP, gain experience with different technologies, limit exposure to a counterparty, technology or resource or a particular set of risks, or achieve other commercial goals CCCE deem appropriate;
- sign or not sign PPA(s) with Respondents or other persons relating to the Transactions solicited by this RFP;
- subject to the terms of any applicable confidentiality agreement entered between CCCE and respondent, retain, archive, or destroy any information or material provided to or for the benefit of CCCE in the proposal submission process; and
- take any and all other actions it deems necessary or appropriate, in its sole and absolute discretion, in connection with this RFP and the RFP process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised by CCCE or any director, officer, employee, or authorized agent or representative of CCCE or their respective parent. The reservation of rights contained herein is in addition to all other rights reserved or granted to CCCE or any of its Affiliates elsewhere in this RFP or otherwise held by or available to CCCE or any of its Affiliates.

## **2. No Warranties or Liabilities**

BY PARTICIPATING IN THE RFP PROCESS, EACH RESPONDENT AGREES THAT, EXCEPT TO THE EXTENT CONTAINED IN A PPA WITH RESPONDENT:

- (A) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF CCCE OR ANY OTHER AFFILIATE OF CCCE, CCCE, PCE & CCCE IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND
- (B) CCCE, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY RESPONDENT, ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP.

## **3. Acceptance of Proposals**

Without prejudice to the CCCE's rights at law or in equity, no proposal submitted by any Respondent shall be deemed accepted by, or otherwise binding upon, CCCE or any of their Affiliates and CCCE, their affiliates and their respective directors, officers, members, employees, agents and representatives shall have no obligation or liability of any kind with respect to any such proposal or otherwise in connection with this RFP, unless and until a PPA has been mutually executed and delivered by CCCE or any of their Affiliates and seller, and then such obligation or liability shall exist only if and to the extent expressly set forth or provided for therein or in another signed, binding written agreement entered into by CCCE or any of their affiliates and seller. Notwithstanding anything to the contrary in this RFP, all proposals delivered to CCCE shall become the sole and exclusive property of CCCE upon receipt, and CCCE shall have all rights and privileges of ownership of such property, subject to any provision of this RFP relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between CCCE and respondent or seller executed in connection with this RFP process.

## **4. Respondent Costs and Expenses**

Each respondent is solely responsible for all costs and expenses it incurs in connection with this RFP. Through its participation in this RFP, each respondent agrees that under

no circumstance, including, without limitation, CCCE withdrawal from or suspension, cancellation, or termination of the RFP process, will CCCE, any of their affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to respondent, its affiliates or any of their respective directors, officers, members, partners, trustees, employees, agents, representatives, advisors or lenders for any cost or expense directly or indirectly incurred by respondent (no matter how incurred) in connection with the RFP process. Nothing in this Section 4 shall be construed to limit the generality of Section 2 above.

**5. Respondent Disclosure of RFP Information**

No respondent may, without the prior consent of CCCE, disclose to any other person (except CCA staff) its participation in the RFP process (other than by attendance at any meeting to which more than one participant is invited by CCCE, which attendance in and of itself will not violate this provision of this RFP).

Further, no respondent may disclose, collaborate on or discuss with any other person (except CCA staff) bidding strategies or the substance of proposals, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final proposal. Any such disclosure, collaboration or discussion would violate this RFP and may result in the rejection of respondent's proposal or elimination of respondent from further participation in this RFP.

**6. Respondent Acceptance of this Appendix D**

By participating in the RFP process, each respondent agrees that it will be deemed to have accepted all the rights and terms included in this Appendix D and to have agreed that its participation in the RFP is subject to such rights and terms. CCCE is conducting this RFP and participating in the RFP process in reliance upon the foregoing agreement.