



Central Coast Community Energy

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

REQUEST FOR PROPOSALS FOR:

BEHIND-THE-METER

BATTERY ENERGY STORAGE PROGRAM:

Proposals are due by 5:00 p.m. (PST) on January 12th, 2024.

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 Central Coast Community Energy (3CE) is soliciting proposals from qualified Behind-the-Meter (BTM) Battery Energy Storage System (BESS) and Demand Response program vendors (from now on referred to as "CONTRACTOR(S)") to design, implement and manage 3CE's residential battery and related demand response offerings.
- 1.2 This RFP aims to identify a CONTRACTOR(S) that can deliver on the primary objectives of: 1) In 2024, offering home battery storage solutions for residential customers and operating a demand response (DR) program which takes advantage of the installed batteries to allow 3CE to engage in load shifting initiatives; 2) and designing, implementing, and managing a battery DR offering for non-residential customers. The timeline for 3CE's non-residential offering is open to negotiation. CONTRACTOR(s) may submit proposals responding to one or both of the defined primary objectives.

2.0 BACKGROUND

- 2.1 3CE 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. 3CE 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, and Watsonville.
- 2.2 3CE constantly seeks to leverage its resources to promote emissions reductions in the transition to a carbon-free economy, thereby building a more reliable and resilient grid. 3CE is committed to the communities we serve, offering affordable and fair electricity rates for all customers. 3CE also funds innovative energy programs designed to lower greenhouse gas emissions and stimulate community reinvestments. The portfolio of programs offered allows 3CE's residential, commercial, and industrial customers to meaningfully engage in the effort toward a clean energy future.

3.0 CALENDAR OF EVENTS

ITEM	DATE
Publish RFP	December 6 th , 2023
Deadline to submit questions	December 15 th , 2023
Respond to questions	December 22 th , 2023
Deadline to submit proposals	January 12th, 2024
Evaluate proposals and conduct interviews	January 15 th – January 26 th , 2024
Award contract	January 29 th , 2024

This contract may be subject to approval by 3CE's Operations or Policy Board of Directors.

This schedule is subject to change, as necessary.

- 3.1 **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 CONTRACTOR(S) 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](#). The addenda will be posted on the website as well.

4.0 POINTS OF CONTACT AND SUBMISSION

- 4.0 Questions and correspondence regarding this solicitation shall be directed to the Primary Contact for Central Coast Community Energy:

Griffin Boyle

Energy Programs Analyst

70 Garden Ct Ste 300

Monterey, CA 93940

PHONE: (831) 257-4000

Email: eprfp@3ce.org

- 4.1 All questions regarding this solicitation shall be submitted digitally via email to eprfp@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.
- 4.2 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.
- 4.3 Only answers to questions communicated by formal written addenda will be binding.
- 4.4 Prospective CONTRACTOR shall only contact 3CE employees with questions or suggestions regarding this solicitation 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 **Purpose:** 3CE seeks to deploy behind-the-meter battery energy storage systems to increase local resiliency and provide new tools and capabilities that support 3CE's goal of providing a portfolio of clean energy options to the communities and customers we serve. 3CE is seeking industry partner(s) to design, implement, and manage an innovative, safe, and accessible battery energy storage system program that provides meaningful benefits to our customers. Additionally, 3CE is seeking a contractor(s) to design, implement, and manage a demand response program that leverages the batteries and potentially other grid-connected appliances to develop a suite of local distributed energy resources (DERs) that either 3CE or the program implementor can monitor and dispatch.

5.2 **Program Goals:**

- I. Design incentives for customers and the ability to leverage third-party incentives to allow for low upfront cost battery installation.
- II. Offer a program that allows eligible customers to realize cost savings by participating in a demand management program, backup power during grid outages, and any other values that the selected program provider can offer.
- III. Develop a suite of local Demand Response assets that either 3CE or the program implementor can dispatch to support 3CE's overall procurement needs, peak load management, demand response strategies, and resource adequacy requirements. Please note that adding distributed generation assets, such as residential solar, while they may be considered in a contractor's proposal, is not a goal of this program.
- IV. Provide analysis of options for battery deployment optimization as applicable. 3CE is open to options involving who and how the demand management events are carried out.

5.3 **Market Segments:**

The focus for 3CE's energy storage program will be delivering dispatchable battery energy storage systems to the following:

- I. Residential customers
- II. Small/medium/large Commercial and Industrial customers.
- III. Local government agencies providing critical resiliency and/or emergency services throughout its service territory.
- IV. Net Energy Metering (NEM) customers for all above segments.

6.0 CONTRACT TERM

- 6.1 The term of the services requested is anticipated to be for a period of three (3) years with the option to extend.
- 6.1.1 3CE 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, the 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 3CE reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with thirty (30) days' written notice, or immediately with cause.

7.0 PROPOSAL PACKAGE REQUIREMENTS

- 7.1 **CONTENT AND LAYOUT:** THE 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 table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Package Layout:</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO) <small>OBJ</small>
Section 1	TABLE OF CONTENTS
Section 2	LICENSING & QUALIFICATIONS
Section 3	PROJECT LEAD, KEY STAFF, EXPERIENCE AND REFERENCES
Section 4	PROPOSED SCOPE-OF-WORK
Section 5	FEE SCHEDULE
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 - Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and contact information as follows:

Contact Info: The name, address, telephone number, and email address of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence. If applicable, indicate Small and Local CONTRACTOR status (see Section 12 of this RFP)

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Section 2 – Licensing, & Qualification Requirements:

CONTRACTOR must present qualifications which make them suitable for the contract herein, indicating all licenses, degrees and certifications held. Copies of License, Degree, and/or Certificates may be included in this section.

Section 3 - Project Lead, Key Staff, Experience & References:

Key Staff Persons: THE CONTRACTOR shall identify a project lead responsible for all deliverables, all key staff and subcontractors and include their titles, qualifications, and a summary of their experience as it is relevant to the services specified herein. 3CE must approve changes to the project lead and may require a change in project lead.

Experience & References: CONTRACTOR shall describe up to 5 similar projects or contracts for which it provided services identical to the scope of work described herein. Please include phone numbers (and email addresses if possible) of critical contacts from these job experiences as Central Coast Community Energy may conduct reference checks using this information.

Section 4 - Proposed Scope of Work:

CONTRACTOR shall include their proposed SCOPE OF WORK as outlined in Section 5.0 of this RFP. The SCOPE OF WORK should detail project plans, timelines, staffing, and costs.

Section 5 - Fee Schedule:

CONTRACTOR shall submit an all-inclusive fee schedule for an initial three (3) year term of the AGREEMENT, itemized for each Task in Section 5. Pricing should include a one (1) year term after the initial three (3) year term.

Section 6 - Exceptions:

Submit all exceptions to this solicitation on separate pages and identify the top of each page with "EXCEPTION TO CENTRAL COAST COMMUNITY ENERGY SOLICITATION." Each Exception shall reference the RFP page and section numbers, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate Central Coast Community Energy to revise the terms of the RFP or AGREEMENT.

Section 7 - Appendix:

CONTRACTOR may provide any additional information that it believes apply to this proposal package and include such data in an Appendix section. This may include a "red-lined" 3CE Standard Services Agreement Template.

- 7.2 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents "confidential" or "proprietary" and

should be prepared to provide legal authority for any such designation upon request.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 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: eprfp@3ce.org . CONTRACTOR should include the title of this solicitation and the name of the organization in the subject line of the email.
- 8.2 Proposal information not properly addressed to and not timely received by Primary Contact will be considered undelivered. Proposals failing to provide complete responses as required may be considered non-conforming. CONTRACTOR should not send, and 3CE will not accept, paper copies of electronic proposals.
- 8.3 Acceptance. Proposals are subject to acceptance at any time within (37) 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.
- 8.4 Ownership: All submittals in response to this solicitation become the property of Central Coast Community Energy.
- 8.5 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.
- 8.6 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION & SCORING CRITERIA

- 9.1 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 evaluate proposals regarding the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The Scoring criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Qualifications	20
Experience	20
Pricing	15
Demonstrated capacity to fulfill Scope of Work as outlined	40
Local Preference	5
TOTAL	100

- 9.3 AGREEMENT award(s) will not be based on cost alone.
- 9.4 The award(s) resulting from this RFP will be made to the CONTRACTOR(S) that submits a response that, in the sole opinion of Central Coast Community Energy, best serves the overall interest of Central Coast Community Energy.
- 9.5 The award made from this RFP may be subject to approval by Central Coast Community Energy Operations Board of Directors or Policy Board of Directors.

10.0 FEE SCHEDULE

- 10.1 CONTRACTOR shall submit an all-inclusive fee schedule for an initial three (3) year term of the AGREEMENT and prices for a one (1) year of contract extension. Applicable Tax should be billed and shown as a separate line item.
- 10.2 CONTRACTOR prices and terms stated in proposal package Section 5 - Fee Schedule 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.
- 10.3 Before the work starts, Central Coast Community Energy and CONTRACTOR(S) will agree on the project's budget.
- 10.3.1. 3CE will provide a defined scope.
- 10.3.2. Pricing may include an hourly and project rate, based on 3CE staff's direction.
- 10.3.3. Prices quoted for Services must remain in effect for at least ninety (90) days of receipt by 3CE.
- 10.4 Proposals should include any discounts and/or incentives offered.

11.0 SMALL AND LOCAL PREFERENCE

- 11.1 3CE desires, whenever possible, to contract with qualified small and local CONTRACTORS to provide goods and services to the agency. Each local CONTRACTOR providing goods, supplies, or services funded in whole or in part by 3CE funds, or funds which 3CE expends or administers, shall be eligible for local preference points or percentages as provided in this section.
- 11.2 3CE'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 3CE 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 3CE's Local Preference Policy in its entirety, use the following link: [Central Coast Community Energy Local Preference Policy](#)
- 11.3 Any CONTRACTOR seeking to be recognized as a small, local, and diverse business by 3CE 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 3CE. Registering through the CONTRACTOR registry enables 3CE to track the effectiveness of the Policy and allows 3CE to provide future notifications to its small, local, and diverse businesses concerning other bidding opportunities. To access the 3CE Local CONTRACTOR Registration Form, use the following link: [Local CONTRACTOR Registry](#)
- 11.4 When 3CE 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.

- 11.5 When 3CE evaluates the responses to a solicitation for goods or services, where the 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 CONTRACTOR's bid price.
- 11.6 Whenever a responsive qualified small, local, and diverse business 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.
- 11.7 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 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 local business.

12.0 INSURANCE REQUIREMENTS

12.1 Evidence of Coverage:

10Prior to commencement of an AGREEMENT with 3CE, 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 3CE.

- 12.1.1. This verification of coverage shall be sent to 3CE, 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 3CE. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- 12.2 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 3CE.

12.3 Insurance Coverage Requirements:

- 12.3.1. 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 \$2,000,000 per occurrence, and \$4,000,000 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 3CE approval.)*

The types of projects, length of projects and length of contracts may necessitate increased insurance coverage amounts over what is contained in the standard 3CE contract. Therefore, the contract(s) resulting from this RFP shall contain a clause(s) wherein CONTRACTOR(S) agree to increase coverage amounts.

(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 3CE 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 3CE 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 3CE approval.)

12.4 Other Insurance Requirements:

12.4.1. 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.

12.4.2. Commercial general liability and automobile liability policies shall provide an

endorsement naming 3CE, 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 3CE and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

12.4.3. 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 than 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.

12.4.4. 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 3CE, annual certificates to 3CE. 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 3CE, at its sole discretion, to terminate the AGREEMENT immediately.

13.0 RESERVATION OF RIGHTS

- 13.1 **No Guaranteed Value:** 3CE does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 13.2 **Board Approval:** The award(s) made from this solicitation may be subject to approval by the Central Coast Community Energy Operations Board or Policy Board.
- 13.3 **Interview:** 3CE reserves the right to interview the selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 13.4 **Incurred Costs:** 3CE is not liable for any cost incurred by the CONTRACTOR in response to this solicitation.
- 13.5 **Notification:** All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision promptly after it has been determined.
- 13.6 **In 3CE's Best Interest:** The award(s) resulting from this solicitation will be made to the CONTRACTOR that submits (s) a response that, in the sole opinion of 3CE, best serves the overall interest of 3CE.
- 13.7 **Multiple Award(s):** 3CE has the option to award a portion or portions of this contract to multiple successful CONTRACTORS at the sole discretion of and benefit to 3CE.

14.0 SIMULTANEOUS CONTRACT NEGOTIATION

3CE 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 3CE, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of 3CE, 3CE may pursue contract negotiations with the entity that submitted a Proposal which 3CE deems to be the next best qualified to provide the services, or 3CE may issue a new solicitation, or take any other action which it deems to be in its best interest.

15.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with 3CE for the provision of the requested service. The AGREEMENT shall be written by 3CE in a standard format approved by 3CE'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.

3CE 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.

16.0 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.

17.0 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, 3CE 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. 3CE will respond to requests for disclosure of records related to this solicitation in accordance with applicable law on disclosure requirements and exemptions to disclosure.

18.0 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. 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 3CE shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

19.0 SAMPLE AGREEMENT SECTION

The 3CE STANDARD SERVICE AGREEMENT TEMPLATE with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed as a separate attachment accompanying this RFP, found on the 3CE Solicitations Webpage.

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

-- End of Sample Agreement Section --