ERP Consultant RFP

If you need to solicit proposals for a contractor to provide enterprise resource planning services or decide on the scope of your project, this sample RFP will be useful.

REQUEST FOR PROPOSALS FOR:

ERP Consultant

Proposals are due by 5:00 PM (PST) on May 24, 2022

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SOLICITATION DETAILS SECTION

1.0 INTENT

1.1 CCCE, is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR(S)," to provide advisory services to support CCCE's evaluation of Enterprise Resource Planning ("ERP") systems.

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 projects revenues of $400 Million (MM) for FY21-22. Its core business is procuring power and selling it to end customers.

2.3 CCCE effectively outsources its controller function to a dedicated accounting firm. The firm uses QuickBooks to maintain CCCE's general ledger. Bill.com and manual check/wire/ACH transactions with CCCE's commercial bank are the primary channels for Accounts Payable ("AP") and Accounts Receivable ("AR"). Currently, AP and AR are manually processed and approved internally as well as validated and processed by the outsourced firm. Cash balances and transactions are manually reconciled daily by CCCE. Multiple processes, including budgets and treasury, use Excel or third-party reports.

2.4 CCCE is exploring licensing and deploying an ERP system that would address the following functions:

- Priority 1: General Ledger, Budget, AP, Procurement/Contracts, Treasury & Cash Management, Capital Assets
- Priority 2: Expense reporting, inventory, payroll, position control, and Human Resources

2.5 The purpose of this RFP is to solicit qualified consultants who will serve as ERP Advisors ("EA") in CCCE's selection of an ERP. The EA will assist CCCE in the development of business and functional requirements and evaluation frameworks as well as manage the RFP process if CCCE moves forward with ERP procurement. CCCE will decide which ERP system to select in an RFP.

2.6 Selection as an EA will not preclude a firm from future contracts supporting the deployment and operation of an ERP. However, selected EAs will be required to maintain a fiduciary responsibility and obligation to CCCE's interests while fulfilling the EA role.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	May 11, 2022
3.2	Deadline for Written Questions	5 pm, May 17, 2022
3.3	CCCE provides responses to questions on CCCE's website	May 18, 2022
3.4	Deadline to submit proposals	5 PM, May 24, 2022
3.5	Possible in-person interviews of top scoring proposals	May 26, 2022
3.6	Anticipated date CCCE will notify awardee	May 27, 2022

This contract may be subject to approval by CCCE's Operations or Policy Board of Directors. 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 as well.

4.0 POINTS OF CONTACT & SUBMISSION

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

Primary Contact for Central Coast Community Energy

4.2 The questions will be researched, and the answers will be communicated to all known interested CONTRACTOR 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 notbe 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

The RFP provides a high-level scope to give qualified respondents an overview of CCCE's needs, priorities, and minimum expectations. Respondents are expected to provide detailed responses including but not limited to project plans, timelines, staffing plans, and costs. These plans should demonstrate expertise in ERP operations and familiarity with energy/commodity firms. The credibility and level of detail of the Scope of Work ("SOW") will be important in scoring and selection.

5.1 EVALUATION & SCOPING

- Evaluate CCCE's current state and desired future state based on a variety of factors, including but not limited to CCCE staff interviews, accounting firm interviews, process review, inventory of existing systems and tools, strategic plans, and growth trajectory
- Identify solution set based on 1 above. Provide overview of budgetary and technical

requirements for an ERP system, including approximate costs for each potential component
- Develop business and non-functional requirements for an ERP system that meets CCCE's goals and budget

5.2 RFP MANAGEMENT

1. Develop RFP evaluation framework
2. Contact and shortlist vendors. Develop & issue RFP. Manage RFP process, including reviewing responses and vendor demonstrations in conjunction with CCCE staff
3. Identify and summarize gaps between CCCE requirements and RFP respondents' solutions
4. Evaluate and rate RFP respondents' implementation plans
5. Rank RFP respondents and provide CCCE with list of key issues for contract negotiations
6. Any additional value-added services proposed by respondent, such as contract negotiation, implementation planning etc.

Deliverables will include written reports detailing the results of 5.1 and 5.2 above and, if applicable, a final report at the end of the project. Sections 5.1 and 5.2 above should be considered and priced as separate bodies of work. This reflects the possibility that CCCE may elect not to pursue an RFP after reviewing the results of Section 5.1.

Please note that awardee must use CCCE's Standard Services Agreement for contracting, as referenced in Section 20. A copy of the Agreement is posted with this RFP.

6.0 CONTRACT TERM

6.1 The term of the services requested are anticipated to be for up to six (6) months.

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 QUALIFICATION REQUIREMENTS

7.1 Qualified organizations must demonstrate their expertise in the following:

7.1.1 Advising organizations with revenues over $200 million on ERP selection

7.1.2 Substantive experience with ERP implementation and deployment in organizations with over $200 million in revenues

7.1.3 Demonstrated substantive ERP experience with wholesale energy suppliers or multicommodity firms is highly desirable

7.1.4 Experience with a wide range of ERP platforms is desirable

7.1.5 Project leads who have at least 10 years' experience in core enterprise technology systems such as ERPs, Energy / Commodity Trading Risk Management Systems (ETRM), payment automation etc. New firms may count the project leads' experience as their own

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 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:

Proposal Package Layout: **Organize and Number Sections as Follows:**	
	COVER LETTER (INCLUDING CONTACT INFO)
Section 1	TABLE OF CONTENTS
Section 2	LICENSING & QUALIFICATION REQUIREMENTS
Section 3	PROJECT 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 Vendor status (see Section 12 of this RFP)

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Section 2 - Licensing & Qualification Requirements:

CONTRACTOR must acknowledge that it meets the qualifications required as set forth in Section 7.0 herein; indicating all licenses, degrees and certifications held. Copies of License, Degree, and/or Certificates may be included in this section.

Section 3 - Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify all key staff and subcontractors and include their titles, qualifications, and a summary of their experience as it is relevant to services identified herein.

Experience & References: CONTRACTOR shall describe up to 5 similar projects or contracts for which it provided services like the scope of work described herein. Please include phone numbers (and email addresses if possible) of key 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 proposed SCOPE OF WORK as outlined in Section 5.0 of this RFP. The SCOPE OF WORK should clearly detail project plans, timelines, staffing, and costs.

Section 5 - Fee Schedule:

CONTRACTOR shall submit an all-inclusive fee schedule for the term of the AGREEMENT, with separate pricing for Section 5.1 and Section 5.2. This reflects the possibility CCCE may elect not to proceed with the tasks in Section 5.2 after reviewing the results of Section 5.1. CONTRACTOR shall include a fixed hourly rate schedule for any hours that may be required for additional work beyond the proposed Scope of Work. CCCE will reimburse CONTRACTOR for any travel, lodging, and meals at a fixed rate determined by CCCE. Such expenses will require preapproval.

CONTRACTOR shall include any compensation it is willing to provide CCCE if there is a delay in project execution attributable to CONTRACTOR. Examples of compensation may include a daily fee credited to CCCE's total project costs for every day of delay.

Section 6 - Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO CENTRAL COAST COMMUNITY ENERGY SOLICITATION". Each Exception shall reference the RFP page number and section number, 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 to be applicable to this proposal package and include such information in an Appendix section. This may include a "red-lined" CCCE Standard Services Agreement Template.

8.2 **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.

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 itsown best interest, and to waive any informalities or technicalities that do not significantlyaffect 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 the 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
Qualifications	20
Experience	25
Pricing	25
Demonstrated capacity to fulfill Scope of Work as outlined	20
Proposed compensation for CONTRACTOR delays or inability to deliver	5
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 or Policy Board of Directors if the total estimated cost exceeds $100,000.

11.0 FEE SCHEDULE

11.1 CONTRACTOR shall submit an all-inclusive fee schedule for the initial term of the AGREEMENT, with itemized pricing for Section 5.1 and Section 5.2. Applicable Tax should be billed and shown as a separate line item.

11.2 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.

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 include an hourly rate and a project rate, 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 SMALL AND LOCAL PREFERENCE

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 linedout 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 tothe 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 shallbe 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 proprietaryinformation in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in strict conformity with the specificrequirements 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.

20.0 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 as a separate attachment accompanying this RFP, found on the CCCE Solicitations Webpage.
Vendors may review and provide a "redline" markup as part of the Proposal Package.

-- End of Sample Agreement Section –