

## ANSWERS TO SUBMITTED QUESTIONS

Q#	Question	RFQ Reference (Document & Page- Section-Item)	Answers
1	Will you accept Dual billing for this RFP, bills from both us and the local utility? We do not offer single billing.	RFQ Appendix B, Section 5, 5.4	No, the Judicial Council will not accept Dual billing.
2	Are you tax exempt?	RFQ Attachment D, Appendix B, Section 7	No, the Judicial Council is not tax exempt. The Judicial Council is exempt from paying the Utility User Tax.
3	Please confirm to exclude from bid prices State Sales Tax, Gross Receipt Taxes (GRT), or Commercial Activity Taxes (CAT)?	RFQ Attachment D, Appendix B, Section 7	Do not exclude any tax from bid prices.
4	Would you pay the cost to liquidate forward positions, should there be a termination that is not due to a breach of contract by the supplier?	RFQ Attachment D, Appendix C, Section 7	No, the Judicial Council will not pay the cost to liquidate forward positions should there be a termination that is not due to a breach of contract by the supplier.
5	Have you ever exercised the termination for convenience for electricity supply contracts? If so, what is the history?	RFQ Attachment D, Appendix C, Section 7	The Judicial Council has no prior Direct Access Vendor contracts similar to this RFQ, and therefore the termination for convenience no relevant prior history.
6	Should there be any change in law, tariffs or regulations that alters a supplier's cost to serve (e.g.: a new tax) will the buyer allow the supplier to alter their contract price?	RFQ Attachment D, Appendix C, Section 11.10	Please see Addendum 1, Attachment D, Appendix C.
7	Please confirm contract extensions will be done at a mutually agreed upon price?	N/A	Extensions of the master agreement do <i>not</i> contain prices. Service Work Orders agreed upon prior to contract expiration will be re-bid with Vendor pool. A well-performing Vendor will be invited to provide pricing.
8	Please confirm accounts would be added at a mutually agreed upon price?	N/A	The Judicial Council's master agreements are awarded to <i>multiple</i> Proposers at \$0.00. When services are needed, all Awardees will be contacted and asked to submit Proposals to the Judicial Council using Appendix F <i>Seller's Proposal Form</i> . Judicial Council Service Work Orders will be awarded to one (1) Vendor, hence mutually agreed by both parties upon execution.
9	9.1 For subsequent "project proposals", how much time will you request bidders to hold the prices in our price proposal firm until you make the award? 9.2 Will you allow prices to be refreshed?	RFQ Section 2.6	Pricing will have to remain firm for 60 days from the making those available to the Judicial Council. A Vendor will be selected within this period. The actual Sales Confirmation commencement period will be in accordance with the particular DSP schedule, but typically the beginning of the upcoming calendar year. Pricing cannot be refreshed once a Vendor has been awarded.
10	Will you accept less than 60-day payment terms?	RFQ Attachment D, Appendix B, Section 6.2	No, the Judicial Council will not accept less than 60-day payment terms.
11	Will you disclose what product you are currently on?	N/A	The Judicial Council is currently utilizing the appropriate commercial bundled-service offerings from the 3 DSPs—PG&E, SCE & SDGE.
12	Who is the current supplier?	N/A	Please see answer to Question #11.

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<b>13</b>	Which locations have solar or cogeneration?	N/A	Currently, a very limited number of Judicial Council facilities have solar generation or co-generation. If any facilities with solar or cogeneration are to be included in invitation to bid, those details will be defined in the Direct Access Electricity Request form (RFQ Attachment D, Appendix E, Direct Access Electricity Request) Table 2 – On-Site Generation Disclosure.
<b>14</b>	Electricity market prices are volatile, and \$5/mwh may not be enough to cover future market price increases. Please confirm the month-to-month extension will be at a mutually agreed upon price?	RFQ Attachment D, Appendix B, Section 3.6	This is non-negotiable.
<b>15</b>	Will you accept a Material Change of 25% ?	RFQ Attachment D, Appendix G, Section 7.1	No, the Judicial Council will not accept a Material Change of less than 50% as per the definition in Attachment D, Appendix G, Section 7.1.
<b>16</b>	For subsequent “project proposals” will you allow suppliers to ask questions about the pricing requests?	RFQ Section 2.6	No, the Judicial Council would expect all questions regarding pricing requests to be answered via our Direct Access Electricity Request form (Attachment D, Appendix E), which includes a very detailed scope of work of the project/services needed.
<b>17</b>	Proposals may not expire or be revoked for a period of 60 days. Is this including pricing?	RFQ Attachment D, Appendix A, Section 4.9	Yes, pricing may not expire or be revoked for a period of 60 days.
<b>18</b>	Buyer may, at is sole option, extend the Master Agreement. Does Seller have the ability to reject?	RFQ Attachment D, Appendix C, Section 5	Yes, the Seller has the ability to reject the extension of a master agreement.
<b>19</b>	This section of the Agreement is applicable if the contract is funded by the federal government. Could the Council confirm whether or not that is the case?	RFQ Attachment D, Appendix C, Section 10.7	This is accurate at present and we will notify you if this changes, but the clause will be retained in case our funding source for utilities changes to include Federal Funding.
<b>20</b>	Will we get a list of local utility account numbers and addresses?	N/A	Local utility account details will only be provided if any Judicial Council accounts are invited to transfer to Direct Access by the incumbent DSP through the annual Direct Access Lotteries. Currently all Judicial Council accounts are provided by bundled service, and no accounts.
<b>21</b>	Will you complete the attached Letters of Agreement (LOAs) for us to request usage from the local utilities?	N/A	No, we cannot complete the LOAs at this stage, as per the answer provided to Question 20. Vendors that are awarded contracts with the Judicial Council will be allowed to have LOAs for access to data.
<b>22</b>	If LOA will not be signed, will you provide interval data for past 12 months?	N/A	No, we cannot provide interval data at this stage, as per answer the provided to Question 20.
<b>23</b>	Prices for locations between PG&E, SCE and SDGE vary widely. Please tell us what local utility to assume for Attachment K locations, in order for suppliers to provide comparative prices in Attachment C?	RFQ Attachment K, Attachment C	Please assume SCE as the local utility for Attachment K locations.
<b>24</b>	Your price request is not clear. We offer many product options for customers to choose from. Including, we have product options with either Energy as Pass Through, or Fixed. Other options include for Ancillaries or RPS to be either Pass Through, or Fixed. What product are you requesting?	RFQ Attachment C	Please provide alternative pricing options to enable the Judicial Council to understand your product offerings. Energy: Pass Through option, or Fixed option. Ancillaries: Pass Through option; Fixed option; RPS: Pass Through option; Fixed option.
<b>25</b>	Table 1 to 8. Are you requesting fully fixed price, with all components fixed?	RFQ Attachment C	Respondents need to indicate in the table items which components are Fixed as "F", and Pass Through rate components as "P". Options for your answer to Question 24 will have different variations of Fixed and Pass Through charges. These answers are non binding contractually and are included to improve the Judicial Council's understanding of your organization's pricing models.

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<b>26</b>	2.3.2 Option 1 to 4. Are you requesting the \$/Mwh price to match the Fixed components in Tables 1 to 8?	RFQ Attachment C	Yes, we are requesting the \$/Mwh price to match the fixed components.
<b>27</b>	For your comparative Rate Structure evaluation scoring, should all suppliers submit \$/Mwh prices for the same Fixed component prices?	RFQ Attachment C	No, Suppliers should not submit \$/Mwh prices for the same Fixed Component prices. Future Requests for Pricing for contracted Vendors will be more specific to allow comparative scoring of bids.
<b>28</b>	Tables 1 to 8. Are you requesting REC pricing to be submitted? If so what percentage?	RFQ Attachment C	Yes, we are requesting REC pricing to be submitted. Please provide Options 100% REC ; 50% REC ; 25% REC.
<b>29</b>	If a supplier does not have power generation in CA, what questions pertain to them?	RFQ, Attachment B, Sections 1.14.1–1.14.6	Please refer to Attachment B, Sections 1.14.2 through 1.14.6.
<b>30</b>	Please provide a definition of Renewables?	N/A	For the purposes of this RFQ Renewables or "Renewable Energy" shall match the California RPS eligibility criteria about the energy resource type used, location requirements, metering techniques, and many other factors. Refer to the RPS Eligibility Guidebook, available at:  <a href="https://efiling.energy.ca.gov/getdocument.aspx?tn=217317">https://efiling.energy.ca.gov/getdocument.aspx?tn=217317</a>
<b>31</b>	We request not to provide the past 5 years of information as it is not relevant to the RFP scope of work?	RFQ, Attachment B	Active insurance is acceptable, please see Attachment B, Addendum 1.
<b>32</b>	We request increasing the timing to cure to 5 or 10 days?	RFQ, Attachment D, Appendix C, Section 7.5.	Please submit all proposed exceptions or changes to RFQ Attachment D with the technical proposal response as instructed in RFQ Section 4.14.1 and Attachment E (Proposer's Acceptance of Terms and Conditions).
<b>33</b>	We request that the 60-day time to cure be shortened to 30 days?	RFQ Attachment D, Appendix C, Section 7.6	Please see answer to Question #32.
<b>34</b>	7.7.5: We request to append the following... 'If Buyer is the Defaulting Party, Seller's economic loss shall be calculated as follows: the difference in costs for the estimated undelivered volume of Electricity which Buyer would have consumed from the Early Expiration Date through the end of the applicable Sales Confirmation Term multiplied by the relevant Sales Confirmation Components, and the rate Seller would receive for reselling said Sales Confirmation Components (whether or not actually resold), for that same period.	RFQ Attachment D, Appendix C, Section 7.7	Please see answer to Question #32.
<b>35</b>	We request this sentence be deleted "Consent may be withheld for any reason or no reason." as it is unreasonable?	RFQ, Attachment D, Appendix C, Section 8	Please see answer to Question #32.

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36	<p>We request to change references from Contractor to Seller:  Seller shall assign to the Buyer all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Seller for sale to the Buyer. Such assignment shall be made and become effective at the time the Buyer tenders final payment to Seller. If the Buyer receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Seller shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Buyer any portion of the recovery, including treble damages, attributable to overcharges that were paid by Seller but were not paid by the Buyer as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Seller, the Buyer shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Seller has been or may have been injured by the violation of law for which the cause of action arose and (a) the Buyer has not been injured thereby, or (b) the Buyer declines to file a court action for the cause of action.</p>	RFQ Attachment D, Appendix C, Section 10.9	Please see Addendum 1, Attachment D, Appendix C, Section 10.9.
37	<p>We request the following:  Seller will disclose Confidential Information only to its employees, contractors, or affiliates who need to know that information in order to deliver Electricity and provide service hereunder and who have executed a confidentiality agreement with Seller at least as protective as the provisions of this section.</p>	RFQ Attachment D, Appendix C, Section 11.4	Please see answer to Question #32.
38	Does a Settlement Amount as per 7.7.3 apply in instances of termination for convenience?	RFQ Attachment D, Appendix C, Section 7	No, Termination for Convenience is a right provided to the Judicial Council under the agreement and therefore would not constitute an Event of Default.