

**ORDINANCE NUMBER:**

**Information to be included in all Legislation authorizing entering into a Contract:**

1. **The names, contract compliance no. & expiration date, location by City/State and status of all companies (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR) submitting a competitive bid or submitting an RFP or RFSQ.**

Name	C.C. No./Exp. Date	City/State	Status
EnergyConnect, Inc.   203534273   01/03/2013   Campbell, CA   MAJ			

2. **What type of bidding process was used (ITB, RFP, RFSQ, Competitive Bid).**  
Sole Source, Columbus City Code 329.07

3. **List the ranking and order of all bidders.**  
EnergyConnect, Inc.

4. **Complete address, contact name and phone number for the successful bidder only.**  
EnergyConnect, Inc., Suite 260, 901 Campisi Way, Campbell, CA 95008  
Contact: Dave Emery, (513) 307-9688

5. **A full description of all work to be performed including a full description of work to be performed during any known phasing of the contract.**  
This subscription agreement will allow the Division of Sewerage and Drainage Wastewater Treatment Facilities (WWTF) to participate in the PJM demand response programs. For GridConnect programs excluding EventConnect, ECI shall pay the City monthly, the month following receipt of the payment from PJM. For participation in the EventConnect program, for each year of the program which runs from June to May, ECI shall make all payments to the Customer at the end of October, for the three months June to August and then monthly in arrears for the remaining nine months.

The demand response programs have the potential to generate revenue for the City by allowing the WWTFs to participate in pre-planned demand response curtailment program, at the most 10 times during the summer months, June through August. If adverse weather conditions prohibit the WWTFs from participating in the programs, no cost or penalty will be burdened by the City. If the WWTFs obtain the pre-planned energy response curtailment target, in MegaWatts, then revenue will be earned by the City at the rate of \$34,233 per MW. If the WWTFs reach a fraction of the total curtailment target then the payment will be prorated. The curtailment target is a combined 9 MW between the two WWTPs.

6. **A narrative timeline for the contract including a beginning date, beginning and ending dates for known phases of the contract and a projected ending date.**  
The contract work for this contract is required to be completed within 365 days from the date that a Notice To Proceed (NTP) is given by the City.

7. **An estimate of the full cost of the Contract including a separate estimate of any and all phases or proposed future contract modifications.**  
The negotiated amount for this contract is a revenue of approximately \$300,000.00 per year provided that the WWTFs are successful with the implementation of the energy curtailment plan. If the program is successful, annual modifications are possible.

Potential Revenue summary:

Potential Revenue per year, TOTAL      \$300,000.00

8. **Sub-Consultants identified to work on this contract, their contract compliance no. & expiration date, and their status (NPO, MAJ, MBE, FBE, HL1, AS1, or MBR):**

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>Status</u>
None – Sole Source.		

**9. Scope of work for each subcontractor and their estimate of dollar value to be paid.**

No Sub-Contractors identified - Sole Source.

Note: The Contract should be considered to include any and all work that is anticipated to be awarded to the company awarded the original contract throughout the contract/project timeline. This includes the original contract and any and all future anticipated modifications to the contract to complete the contract/project.

Updated as of 01-03-11 (DOC)