

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 RFSO.**

<u>Name</u>	<u>C.C. No./Exp. Date</u>	<u>City/State</u>	<u>Status</u>
ENERNOC, Inc.	87-0698303 12/05/2013	Boston/MA	MAJ

- 2. What type of bidding process was used (ITB, RFP, RFSO, Competitive Bid).**

RFP

- 3. List the ranking and order of all bidders.**

ENERNOC, Inc.

Comverge, Inc.

Viridity Energy, Inc.

Energy Curtailment Specialist, Inc.

Hess Corporation

- 4. Complete address, contact name and phone number for the successful bidder only.**

ENERNOC, Inc.

101 Federal Street, Suite 1100, Boston, MA 02110

Contact Person: Jody McDevitt

- 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 legislation authorizes the Director of Public Utilities to enter into an energy curtailment services agreement with ENERNOC, Inc. for the DPU Water and Wastewater Facilities and DoPW retail consumers. The contract provides energy curtailment services that will generate a revenue stream for the department and potentially reduce electric bills for some DoPW retail customers. The agreement is intended to have annual contract modifications over the next 5 (five) years. The Department performed a trial curtailment service in 2011 and has determined that pilot run a success. The Department has determined that these services cannot be performed by City personnel.

- 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.**

This will be a five year contract commencing in 2012 and ending with the close-out of the final project added in the final contract modification of 2016.

- 7. A narrative discussing the economic impact or economic advantages of the project; community outreach or input in the development of the project; and any environmental factors or advantages of the project.**

The performance of this energy curtailment services agreement will generate a revenue for the DPU and potentially reduce electric bills for some DoPW retail customers. No community outreach or environmental factors are considered for this project.

- 8. An estimate of the full cost of the Contract including a separate estimate of any and all phases or proposed future contract modifications.**

This contract will be a five year agreement renewed approximately annually. Adjustments to fees and scope to this contract will be made by Contract Modification based on annual

revenue sharing percent increases agreed upon prior to contract execution. Based on the trial energy curtailment service earnings from 2011 for the DPU water and wastewater facility, a revenue estimate would be approximately \$300,000 per year. No funding is required for these services.

9. 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>
Harrod Nagel Electric, Inc.	26-2877210 xx/xx/20xx	MBE

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

Harrod Nagel Electric, Inc. Electrical Contractor to install meters if necessary. Value unknown.

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 4-10-10