

CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered Community College (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York; and

Energy Spectrum, Inc. ("Consultant"), a New York corporation having its principal place of business at 1114 Avenue J., 3rd Floor, Brooklyn, New York 11230.

The parties hereto desire for the Consultant to serve as the Responsible Interface Party ("RIP") with the New York Independent System Operator ("NYISO"), and to assist the College in implementing a reliability-based demand response program known as an NYISO Energy Demand Program, in accordance with the terms, conditions and specifications set forth in the College's Request for Proposals, and as more fully described in Exhibit D, annexed hereto ("Services").

Term of Agreement: March 27, 2017 through March 26, 2018 with four (4) additional options to renew to be exercised at the sole and absolute discretion of the College.

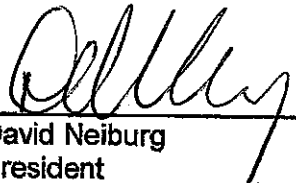
Total Cost of Agreement: Capacity and energy payments shall be remitted by Consultant to the College, as set forth in Exhibit E, attached hereto.

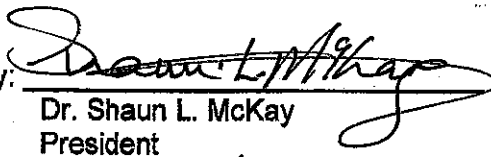
Terms and Conditions: Shall be as set forth in Exhibits A through G, attached hereto and incorporated herein.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Energy Spectrum, Inc.
FID #: 11-3385284

Suffolk County Community College

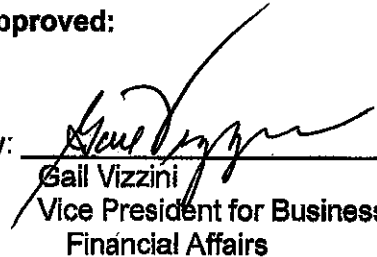
By: 
David Neiburg
President


By: 
Dr. Shaun L. McKay
President

Date: 3/30/17

Date: 4/3/17

Approved as to Legality:
Suffolk County Community College

Approved:
By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

By: 
Louis J. Petrizzo
College General Counsel

Date: 03/31/17

Date: 3/31/2017

List of Exhibits

Exhibit A

General Terms and Conditions

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents
21. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
22. New York State Labor Rates

Exhibit B

Suffolk County Legislative Requirements

1. Consultants/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

**Exhibit C
Notices and Contact Persons**

1. Notices Relating to Reports, Insurance or Other Submissions
2. Notices Relating to Payments
3. Notices Relating to Termination and/or Litigation

**Exhibit D
Scope of Work**

**Exhibit E
Cost Proposal**

**Exhibit F
College's Request for Proposals**

**Exhibit G
Consultant's Proposal**

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP") on January 26, 2017; and

Whereas, the Consultant submitted a proposal in response to such RFP on February 21, 2017; and

Whereas, the College has selected the Consultant to provide the services as set forth herein; and

Now, therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Consultant Responsibilities

a. Services

The Consultant shall provide Services as described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Consultant has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

c. Engineering Certificate

In the event that this Agreement requires any engineering services, the Consultant shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the College for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, contractors, and/or any other entity (including, but not limited to, the Consultant and any of its subsidiaries, divisions, affiliates or an entity under the control of the Consultant) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain the Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to the Consultant.
- iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that the Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Consultant is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Consultant for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with by this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by the Consultant

prior to termination of this Agreement, that are pursuant to, and after the Consultant's compliance with, the terms and conditions of this Agreement.

- iii. Upon termination, the Consultant agrees to promptly reimburse to the College the balance of any funds advanced to the Consultant by the College. Upon termination, any funds paid to the Consultant by the College which were used by the Consultant in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to the Consultant from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

The Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, Consultants, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and /or County and their officers, officials, employees, Consultants, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Consultant hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The Consultant shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Consultant, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a. The Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Consultant agrees to require that all of its subcontractors, in connection with work performed for the Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this

Agreement insurance in amounts and types equal to that specified by the College for the Consultant. Unless otherwise specified by the College and agreed to by the Consultant, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Consultant shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and the Consultant shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Consultant notice in writing.
 - e. In the event the Consultant shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. Independent Contractor

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the Consultant shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Consultant under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

- iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
- v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. The Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

- i. the types of service(s) or other benefits to be provided, or
- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

The Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College and/or the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

- a. The Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue

so long as the Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County or any of its agencies used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. Assignment and Subcontracting

- a. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

17. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

- a. The Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

If the work of the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College reserves, and the Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College reserves, and the Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

21. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, the Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

22. New York State Labor Rates

- a. In accordance with Section 220 of the Labor Law the prevailing hourly rates of wages and the prevailing hourly equivalent of supplements shall be paid for the project, as applicable.
- b. Consultant shall comply with all legal provisions and procedural requirements included in Section 220 of the Labor Law, as applicable.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Consultant's/Vendor's Public Disclosure Statement

The Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Consultant for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property the Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, the Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All Contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit of Compliance with the Requirements of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

The Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

End of Text for Exhibit B

**Exhibit C
Notices and Contact Persons**

1. Notices Relating to Reports, Insurance or Other Submissions

Any communication, notice, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Gail Vizzini
Vice President Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

and

For Consultant:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

2. Notices Relating to Payments

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

Paul Cooper
Executive Director of Facilities/Technical Support
Suffolk County Community College
533 College Road, NFL 11
Selden, NY 11784-2899

and

For Consultant:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

3. Notices Relating to Termination and/or Litigation

In the event the Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Consultant shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and County:

Louis J. Petrizzo, Esq.
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784

and

Dennis M. Brown, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

For Consultant:

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Utility Management Services – NYISO Energy Demand Program

Exhibit D
Scope of Work

1. Project Background

Suffolk County Community College (College) requires the Contractor to provide services in connection with utility management as it relates to the NYISO Energy Demand Program.

The College has three campuses located in Brentwood, Selden and Riverhead. Many of the buildings are fed from a single electric meter. The list of buildings with building sizes and date of construction is included below.

The College participated in demand response programs from 2001 to 2010 with six of the electric accounts. During that period, the College achieved actual summer period reductions of approximately 2,200 KW.

The College is interested in resuming participation in a demand response program that includes three new large buildings and several smaller buildings. The anticipated reduction is approximately 3,000 KW.

Existing Building Data:**AMMERMAN CAMPUS**

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Ammerman	1934	1996	30,858	27,245	Administrative
2	Auto Tech	1994	-----	20,000	17,907	Instr./shop
3	Babylon Student Ctr.	1965	2003	75,103	56,072	Student Ctr.
4	Brookhaven Gym	1963	2006	56,594	53,589	Athletic
5	Child Care Ctr.	1983	1993	3,648	3,475	Child Care
6	Cottage	1926	1980	3,190	2,852	Administrative
7	Cottage Garage		-----	639	570	Storage
8	Guard Booth, Main	1987	-----	17	16	Security
9	Guard Booth, West	2004	-----	60	60	Security
10	Huntington Library	1966	-----	82,927	61,774	Library
11	Islip Arts	1964	2006	98,077	71,732	Instr./Theater
12	Kreiling Hall	1934	1961	23,607	21,460	Instr./Science
13	NFL	1920	1998	23,869	22,308	Administrative
14	Maint. Warehouse	1970	-----	33,517	32,495	Facilities
15	Annex (Modular)	1999	-----	10,000	8,890	Instructional
16	North	1991	-----	7,864	6,378	Administrative
17	Riverhead	1968	-----	117,762	101,705	Instructional
18	Sewage Treat. Plant	1967	1983	1,150	1,136	Sewage Plant
19	Smithtown	1967	2003	60,529	56,288	Instr./Science
20	Southampton	1970	-----	70,944	60,160	Instructional
21	William J. Lindsey	2014		62,760		Instructional
Total				783,115		

Utility Management Services – NYISO Energy Demand Program

GRANT CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Caumsett Hall	1935	1990	40,824	37,333	Administrative
2	Child Care Ctr.	1988	1998	3,456	3,214	Child Care
3	Center Cottage	1935	-----	2,800	2,382	NYC Fire Dp.
4	Captree Commons		1990	29,964	26,859	Student Ctr.
5	Storage		1999	2,594	2,176	Auto Sop
6	Health/Sports Ctr.	2000	-----	277,626	221,546	Instr./Gym
7	Maintenance Storage	1991	-----	4,000	3,870	Warehouse
8	Maintenance	1935	-----	9,670	8,042	Facilities
9	Nesconset	1981	1995	17,584	15,985	Instructional
10	North Cottage	1935	-----	2,814	2,567	Security
11	Paumanok Hall	1995	-----	21,299	19,334	Instructional
12	Sagtikos	1987	-----	109,876	87,875	Instr./Theater
13	Security	2000	-----	1,080	1,080	Security
14	South Cottage	1935	-----	2,820	2,544	Honors Prg.
15	Sally Slack (Modular)	2004	-----	19,511	17,864	Instructional
16	Asharoken (Modular)	2005	-----	19,026	17,234	Instructional
17	WDTC	2009		17,868		Instructional
Total				564,944	469,905	

EASTERN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Central Energy Plant	1975	-----	15,468	12,125	Facilities
2	Greenhouse 1	1995	-----	3,600	3,464	Greenhouse
3	Greenhouse 2	1986	-----	861	761	Greenhouse
4	Greenhouse 3	1986	-----	861	761	Greenhouse
5	Orient	1974	-----	33,442	29,842	Instructional
6	Peconic	1974	-----	42,661	36,480	Admin./Library
7	Shinnecock	1974	-----	35,595	31,760	Instr./Science
8	Sewage Treat. Plant	1974	-----	3,160	2,789	Sewage Plant
9	Corchaug (Modular)	2005	-----	15,561	14,528	Instructional
10	Woodlands	1996	2005	1,940	1,785	Instr./Art
11	Montaukett LRC	2012		35,994	22,496	Library
Total				189,143	156,791	

Utility Management Services – NYISO Energy Demand Program

2. Scope of Work

Contractor shall provide the following services:

- a. Serve as the College's Responsible Interface Party with NYISO and comply with any and all obligations related to this role.
- b. Install electric sub-meters in those buildings identified in the proposal and subsequently approved by the College to be included in the program. Installations shall be performed by a licensed electrician. Contractor shall pay its employees, at a minimum, the prevailing wage rate as defined in Section 220 of the NYS Labor Law, schedule of wage rates, as applicable, for the work being performed. Copies of certified payrolls shall be submitted to the College for its records. All installation costs shall be the responsibility of the Contractor. The College will not compensate that Contractor for any costs associated with the program.
- c. Provide access to the College to all data produced by these meters. The College is interested in a real-time energy monitoring system through an Internet-Based Communication System that has the capability to monitor the electrical consumption of enrolled buildings and be able to report the load shed when an event is called. It is most desirable that the data is reported in real-time (5) minute intervals. The system should also provide a secured web-based interface that provides graphical information as well as the ability to run and print reports on an as-needed basis.

3. Other Terms and Conditions

- a. This agreement shall be at no cost to the College.
- b. The College authorizes the Contractor, on an exclusive basis, to sell electric capacity (Capacity) into the NYISO Energy Demand Program.
- c. The College agrees to participate in the year-round program which includes summer and winter capacity periods.
- d. The Contractor shall provide as much advance notice as possible to the College when NYISO calls for an Emergency Event. Such notifications shall be through email and phone to the contacts provided by the College.
- e. The College agrees to perform any mandatory testing required under the program and begin curtailment when notified by the Contractor. The College will notify the Contractor if there is a change in its ability to reduce electricity usage by 30% or more.
- f. The College shall not be subject to any out-of-pocket financial penalties by participating in this program, even if there is a failure to reduce electricity when called upon.
- g. If deemed necessary, the Contractor shall submit to the College any back-up documentation required to support the appropriateness and accuracy of the payments made to the College.

End of Text for Exhibit D

Exhibit E
Cost Proposal



Section IV Cost Proposal

1. Cost proposals must include the following:
 - i. Proposed capacity payment to the College as a percentage of the NYISO monthly auction clearing price.
 - ii. Proposed energy payment to the College as a percentage of the payments submitted and received by the Company for energy reduction.
 - iii. Describe in detail the methodology of calculation of the payments to the College.
 - iv. Describe the regularity of payments to the College, i.e. monthly, bi-annual, annual, as well as any specific payment schedules.
2. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal.

ESI Response:

Energy Spectrum is proposing an 82% (SCCC) -18% (ECS) revenue split. We're also encouraging the college to consider concurrent enrollment in the somewhat new PSE&G-Long Island; Demand Response programs where you can participate simultaneously while utilizing the same curtailment strategies and operational procedures. If the college chooses to participate in the NYISO only Special Case Resources (SCR) demand response program with a bid offer of 3,000 kW as outlined in the RFP we're projecting a 12 month earnings of approximately \$286,786.80. We used the exact historical rates for Zone K (Long Island) of the New York ISO and assumed a 100% performance achievement. The table below illustrates the calculations using actual historical NYISO – Zone K spot rates.

NYISO DEMAND RESPONSE PAYMENTS					
Month	Offer	Payment (\$/kW)	Performance Factor	Test Performance	Net Payment (\$)*
NYISO					
Nov-15	3000	\$1.82	100%	100%	\$4,477.20
Dec-15	3000	\$1.85	100%	100%	\$4,551.00
Jan-16	3000	\$1.55	100%	100%	\$3,813.00
Feb-16	3000	\$1.53	100%	100%	\$3,763.80
Mar-16	3000	\$1.52	100%	100%	\$3,739.20
Apr-16	3000	\$1.60	100%	100%	\$3,936.00
May-16	3000	\$5.27	100%	100%	\$12,964.20
Jun-16	3000	\$4.89	100%	100%	\$12,029.40
Jul-16	3000	\$4.37	100%	100%	\$10,750.20
Aug-16	3000	\$4.42	100%	100%	\$10,873.20
Sep-16	3000	\$4.46	100%	100%	\$10,971.60
Oct-16	3000	\$4.34	100%	100%	\$10,676.40
Nov-16	3000	\$0.35	100%	100%	\$861.00
Dec-16	3000	\$0.55	100%	100%	\$1,353.00

\$94,759.20

PSEG-LI DRPAYMENTS								
CSR								
	Approved KW	\$/kW	Performance Factor	Reservation Payment	Energy Payment	Total Pmt	Fee	NetPayment
May-16	3,000	\$5	100%	\$15,000	\$6,000.00	\$21,000	18%	\$17,220.00
Jun-16	3,000	\$5	100%	\$15,000	\$0.00	\$15,000	18%	\$12,300.00
Jul-16	3,000	\$5	100%	\$15,000	\$0.00	\$15,000	18%	\$12,300.00
Aug-16	3,000	\$5	100%	\$15,000	\$0.00	\$15,000	18%	\$12,300.00
Sep-16	3,000	\$5	100%	\$15,000	\$0.00	\$15,000	18%	\$12,300.00
								\$66,420.00
DLRP								
	Approved KW	\$/kW	Performance Factor	Reservation Payment	Energy Payment	Total Pmt	Fee	NetPayment
May-16	3,000	\$3	100%	\$9,000	\$0	\$9,000	18%	\$7,380.00
Jun-16	3,000	\$3	100%	\$9,000	\$0	\$9,000	18%	\$7,380.00
Jul-16	3,000	\$3	100%	\$9,000	\$0.00	\$9,000	18%	\$7,380.00
Aug-16	3,000	\$3	100%	\$9,000	\$0	\$9,000	18%	\$7,380.00
Sep-16	3,000	\$3	100%	\$9,000	\$0	\$9,000	18%	\$7,380.00

\$36,900.00

Acceptance into the two PSE&G Demand Response programs, Commercial System Relief Program (CSRP) and Distribution Load Relief Program (DLRP) would result in additional \$103,320 annual net revenue. The table below illustrates the calculations based on the tariffed payment of \$5.00 per enrolled kW for CSRP and \$3.00 per enrolled kW for DLRP. For the purposes of our calculations we assume one 4 hour CSRP event and no DLRP events. We've factored the 82%/18% revenue split resulting in our net projected total.

Suffolk County Community College is positioned to earn the following this summer:

Program	Bid Amount	Net Payment
NYISO-SCR	3,000	\$94,759.20
PSE&G-LI CSRP	3,000	\$66,420.00
PSE&F-LI DLRP	3,000	\$36,900.00
Total		\$198,079.20

End of Text for Exhibit E

EXHIBIT F
College's Request for Proposals

The College's RFP No. R1700004, for Utility Management Services – NYISO Energy Demand Program, together with all Addenda thereto, is attached hereto as Exhibit F.

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

**Exhibit F
College's Request for Proposals**

Request for Proposals (RFP)

for

Utility Management Services – NYISO Energy Demand Program

Suffolk County Community College

Technical Questions Due: February 14, 2017

Proposals Due: February 21, 2017, no later than 12:00 p.m.

For additional information, contact:

Seema Menon

Associate Administrative Director of Business Operations

Phone: 631-451-4141

Fax: 631-451-4404

E-mail: menons@sunysuffolk.edu

**All Proposals must be signed in ink and accompanied by a signed transmittal letter,
County Disclosure SCEX Form 22 and Bid Certification SCPD-7**

**Proposals must be submitted in a sealed envelope with the RFP number, services, due date
and time clearly identified.**

Late Proposals Will Be Rejected

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

Table of Contents

Section I

Administrative Information

1. Purpose of RFP
2. Background Information
3. Coordinating Departments
4. Evaluation Committee
5. Administrative and Technical Questions
6. Proposer's Conference
7. Due Date for Proposals
8. Number of Copies
9. Proposal Format
10. Selection Process
11. Award Criteria
12. RFP Policies and Procedures

Section II

Award Criteria

1. General Qualifications
2. Proposed Services/Products
3. Cost Proposal

Section III

Scope of Work

Section IV

Cost Proposal

Section V

Model Agreement

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

Section VI

**Suffolk County Request for Proposals (RFP)
Legal Appendices/ Forms revised as of 10/22/02**

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

Section VII

Miscellaneous Forms

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

**Section I
Administrative Information**

1. Purpose of RFP

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company) to serve as the Responsible Interface Party (RIP) with the New York Independent System Operator (NYISO) and to assist the College in implementing a reliability-based demand response program known as an NYISO Energy Demand Program.

It is anticipated that one contract will be awarded with a term of one (1) year and four (4) additional one-year renewal options to be exercised at the College's discretion. The terms of each option period shall be as mutually agreed upon by all parties.

2. Background Information

The College is a non-resident, public, two-year institution with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County.

The College annually enrolls approximately 27,000 students and is a member of the State University of New York (SUNY).

3. Coordinating Departments

i. Prior to Award of Contract

The College's Office of Business and Financial Affairs (contact listed below) is responsible for coordinating the issuance of the RFP.

Contact: Seema Menon, Associate Administrative Director of Business Operations
Suffolk County Community College
533 College Road, Rm. 16, NFL Building
Selden, New York 11784-2899

Tel: (631) 451-4141
Fax: (631) 451-4404
E-mail: menons@sunysuffolk.edu

ii. After Award of Contract/Prior to Execution of Contract

The College's Office of Legal Affairs will be responsible for coordinating with Company regarding the negotiation and execution of the contract.

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

iii. After Execution of Contract

The Office of Business and Financial Affairs is responsible for administration of Company's contract, including payments.

4. Evaluation Committee

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to individuals in the following roles: Executive Director of Facilities, Executive Director of Sustainability Programs, Director of Plant Operations and Energy Specialist.

5. Administrative and Technical Questions

a. Administrative Questions may be submitted by email to the contact identified in paragraph 3 above.

b. Technical Questions must be submitted by email on or before **February 14, 2017 no later than 12:00 pm** to the contact identified in paragraph 3 above. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP.

c. Office of Business and Financial Affairs is Sole Contact during RFP Process

All communications during the RFP process should be directed to the contact identified in paragraph 3 above at the Office of Business and Financial Affairs or, as appropriate, the College's Office of Legal Affairs. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent company for the goods and services being procured pursuant to the RFP may be cause for disqualification from the RFP process.

6. Proposer's Conference

No conference is scheduled.

7. Due Date for Proposals

Proposals must be submitted to the attention of Ms. Seema Menon, at the address listed in paragraph 3 above by **February 21, 2017 no later than 12:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all companies.

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

8. Selection Process

The College will evaluate the submission through a point rating system, set forth below in Paragraph 11. The College may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

9. Award Criteria

Proposals will be evaluated and ranked based on the award criteria below which is further described in Section II. Award Criteria:

	Points
a. General Qualifications	20
b. Proposed Services/Products	40
c. Cost Proposal	40
Total	100

10. Proposal Submission

a. Number of Copies

Proposers must submit one hardcopy original (**clearly labeled**) and six (6) copies of the Technical and Cost Proposals. In addition, Proposers must submit a CD or thumb drive, with the MSWord or PDF format of the Technical and Cost Proposals. Each proposal must include both the technical and cost proposal. Envelopes or boxes containing RFP responses must be clearly labeled with the Proposer's name, due date, the solicitation number and title of the Request for Proposal. Failure to properly label the responses may be cause for disqualification. Do not submit proposals that are permanently/perfect bound. Binders 2 inches or below, spiral binding, staples, etc., are acceptable.

b. Proposal Format

Proposals must include the information requested below, and in the order listed. **Each section and sub-section must be separated by tabs that are clearly labeled, and the pages numbered. Further details of the Proposal Submission Format is provided at the end of this section.**

i. Table of Contents

A Proposal Checklist has been provided at the end of this Section I – Administrative Information, to assist with assembly and ensure completeness of the proposal package. This Proposal Checklist must be included as the first item of

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

the Proposal and used as the only Table of Contents.

ii. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

iii. General Qualifications

iv. Proposed Services/Products

v. Cost Proposal:

(1) The Cost Proposal must be submitted with the Technical Proposal in the same package as other items requested by this RFP.

(2) One original and six (6) copies of the Cost Proposal are required, along with an electronic copy, as reflected in item 8.a above.

vi. Requested Changes to Model Agreement

Company should identify any items not set forth in the Model Agreement (reference Section IV) which Company requests be negotiated. A lack of comments will be considered full acceptance of the contract terms on the part of the Company.

vii. County Bid Certification Form SCPD-7

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. Form SCPD-7 is included in the Section VI entitled "Miscellaneous Forms".

viii. Local Business Certification Form SCDP-8A (if applicable)

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. Form SCDP-8A is included in the Section VI entitled "Miscellaneous Forms".

ix. County Disclosure SCEX Form 22

Three originals, signed by a corporate officer or an authorized agent of Company and notarized, must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. SCEX Form 22 is included in the Section VI entitled "Miscellaneous Forms."

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

x. Living Wage Forms

Not applicable.

xi. Certificate of Authorization

If applicable, Company shall submit with its proposal a copy of its current Certificate of Authorization issued pursuant to § 7210 of the New York Education Law. Company shall also submit with its proposal the Certificate(s) of Authority of any sub consultant or subcontractor who shall perform any professional engineering services under this RFP. Failure to submit copies of Certificate(s) shall be grounds to reject any proposal and disqualify Company as not meeting the necessary minimum qualifications to perform the services required to be performed under this RFP.

11. RFP Policies and Procedures

- a.** All RFP documents are available for download from the Suffolk County Community College' website under the following link:

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals>

The Office of Business and Financial Affairs has responsibility for maintaining a control list of all potential Proposers. Companies who intend to submit a proposal must complete "Bid-RFP Vendor Registration Form" included in the RFP documents and submit it to the contact person identified in Section I.

- b.** It is the College's intent to select the Company that provides the best solution for the College's needs.
- c.** Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
- d.** This RFP and the Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.
- e.** The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies.

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

- f. This RFP is not intended and shall not be construed to commit the College to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- g. The decision to award a contract shall be based on Company's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the Local Preference Law and other Suffolk County local laws set forth in Section VI entitled "Miscellaneous Forms."
- h. The College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when selecting firms for award of consulting services contract(s). Bidders are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.
- i. The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.
- j. The College General Counsel acts as counsel to the Evaluation Committee, but does not vote in the selection process.
- k. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.
- l. While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

TABLE OF CONTENTS

This form **MUST** be included in your proposal as the only Table of Contents.

PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW.

TAB	ITEM	Please check if Included
I.	TABLE OF CONTENTS	<input type="checkbox"/>
II.	TRANSMITTAL LETTER	<input type="checkbox"/>
III.	GENERAL QUALIFICATIONS	<input type="checkbox"/>
a)	General Information / Company History	<input type="checkbox"/>
b)	Expertise of Company and all proposed sub-consultants, including Qualifications and Experience of Personnel	<input type="checkbox"/>
i.	Experience	<input type="checkbox"/>
ii.	References	<input type="checkbox"/>
iii.	Staff Qualifications/Resumes, List of Sub-consultant(s), Organizational Chart	<input type="checkbox"/>
iv.	College/County Contracts	<input type="checkbox"/>
v.	Supplemental Information	<input type="checkbox"/>
c)	Quality Control	
i.	Operational Plan	<input type="checkbox"/>
ii.	Record and Reporting Systems	<input type="checkbox"/>
iii.	Operating Problems	<input type="checkbox"/>
d)	Financial Viability	
i.	Financial Statements	<input type="checkbox"/>
ii.	Indebtedness to County and/or College	<input type="checkbox"/>
iii.	Liens and Litigation	<input type="checkbox"/>
IV.	TECHNICAL PROPOSAL	<input type="checkbox"/>
a)	Understanding of Project Requirements, Management Techniques and Approaches	<input type="checkbox"/>
b)	Anticipated Issues and Resolution	<input type="checkbox"/>
V.	COST PROPOSAL	<input type="checkbox"/>

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

TAB	ITEM	Please check if Included
VI.	REQUESTED CHANGES TO MODEL AGREEMENT (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
VII.	* COUNTY BID CERTIFICATION FORM SCPD-7 (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
VIII.	* LOCAL BUSINESS CERTIFICATION FORM SCPD-8A (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
IX.	* COUNTY DISCLOSURE SCEX FORM 22 (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
X.	* LIVING WAGE FORM (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
XI.	* CERTIFICATE OF AUTHORIZATION (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
XII.	VENDOR REGISTRATION FORM	<input type="checkbox"/>
XIII.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, if any (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
XIV.	CD-ROM or THUMB DRIVE OF TECHNICAL AND COST PROPOSALS	<input type="checkbox"/>

*** For the asterisked items: Please provide one copy of the requested forms as part of the original proposal only.**
The required number of originals as indicated in Section I of the RFP, should be unbound and provided in a separate envelope.

End of text for Section I

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

**Section II
Award Criteria**

Responses to the items set forth under each of the categories below, will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award. **Failure to include information as requested under any of the sub/sections in the Proposal may lead the firm to be disqualified.** The responses to each of the categories **must be separated by clearly labeled tabs into the sections and sub-sections identified below, and reflected in the Table of Contents (form provided in Section I) of the Proposal submitted.**

1. General Qualifications:

a. General Information/Company History

- i. Company Name, e-mail, main address and all branch office addresses.
- ii. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, sole proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
- iii. Year Company was founded and brief history.
- iv. Total number of employees. Include an organization chart as relevant.
- v. Location(s) from which majority of the staff will be providing services.
- vi. Annual fee income for the past three (3) years.
- vii. The general and specific design specialties/expertise and overall resources.

b. Expertise of Company, including Qualifications and Experience of Personnel

- i. **Experience:** Provide general background information explaining why the firm and its sub-consultants are well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Provide a brief history and description of the firm's and sub-consultant's experience in placing and managing its workforce, with special emphasis on any experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges. Provide a description of the firm's background and experience, and its capability to assign staff to provide services as stipulated in the RFP, either through its own personnel or through the use of a sub-consultant.

For any projects undertaken and identified in this sub-section, Proposer is not required to provide client contact information.

Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program

- ii. **References:** References must be provided. This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for both the Prime Consultant and any subcontractor/subconsultant firm.

Proposer must submit a list of at least three representative clients, including any other public entities, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:

- A detailed description of the scope;
- Client/company name;
- Name, title, and role of reference;
- Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. Consultants should check the references they submit to ensure that each reference and the associated contact information is current.

- iii. **Staff Qualifications/Resumes:** Describe the qualifications and background of your staff, and all proposed sub-consultants and their staff in this sub-section, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience. **If sub-consultant(s) are not being used, Company shall include a statement indicating this.**

The information submitted must include:

- Consultant Information
 - Identify your firm's management team and describe its experience, and qualifications. Indicate the availability of the management team and all other personnel required for this assignment.
 - Clearly identify and describe the title and role of the staff who will be assigned to the College's account. Proposer must include organizational chart in this section.
 - Provide resumes of proposed key staff who will be assigned to the College's account, inclusive of a description of the qualifications, educational background, and work experience for all personnel who would be supervising emergency response projects, and other services as required under this RFP.
 - Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College.

- iv. **College/County Contracts:** In this sub-section, provide a list of all contracts with the College or the County of Suffolk, if any, within the last five years (regardless of type of service) and the time period for those services.

Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program

- v. **Supplemental Information:** Include any brief supplemental information that may be relevant to your qualifications for the work. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.

c. **Quality Control**

- i. **Operational Plan:** Describe how Company ensures performance through adequate management, supervision, review and control.
- ii. **Record and Reporting Systems:** Describe Company's system for self-monitoring and ensuring maintenance of complete and accurate records.
- iii. **Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

d. **Financial Viability**

i. **Financial Statements**

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

ii. **Indebtedness to County and/or College**

- (1) Submit a statement as to indebtedness, if any, to the County and/or College.
- (2) Submit a listing of all outstanding liens, if any, against Company.

iii. **Liens and Litigation**

- (1) Submit a summary of litigation, if any, against Company and its disposition.

2. **Proposed Services/Products:**

- a. **Understanding of Project/Service Requirements, Management Techniques and Approaches** – Convey your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. This includes information on the Company's management and approach as follows:
 - i. Summarize how you will respond to the specific scope of work, identifying the various management techniques, approaches and strategies that will be utilized under this Agreement.

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

- ii. Describe the level of continual two-way communication you will maintain with faculty and College administrators, including the process for advance notifications when test or event is declared.
 - iii. Identify the buildings that you anticipate will be metered and define any electricity reduction targets that may be required from the College.
 - iv. Provide detailed information regarding the meters that will be installed at the College.
 - v. Provide detailed information regarding the software and reporting tools offered by your Company.
 - vi. Submit necessary documentation to demonstrate that your Company is an approved NYISO Demand Response Program Aggregator at the time of response to this RFP.
 - vii. Discuss any other specific or special qualifications for this project.
- b. **Anticipated Issues and Resolutions** – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

3. Cost Proposal:

- a. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal. When identifying the proposer's staff, proposer shall not provide a list identifying their full staff. Inclusion of such a list may be considered as a lack of understanding of the project scope and requirements. Only those staff members that will be assigned to the project shall be identified.
- b. Cost proposals must include the following:
 - i. Proposed capacity payment to the College as a percentage of the NYISO monthly auction clearing price.
 - ii. Proposed energy payment to the College as a percentage of the payments submitted and received by the Company for energy reduction.
 - iii. Describe in detail the methodology of calculation of the payments to the College.
 - iv. Describe the regularity of payments to the College, i.e. monthly, bi-annual, annual, as well as any specific payment schedules.

End of text for Section II

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

**Section III
Scope of Work**

1. Project Background

Suffolk County Community College (College) requires the Contractor to provide services in connection with utility management as it relates to the NYISO Energy Demand Program.

The College has three campuses located in Brentwood, Selden and Riverhead. Many of the buildings are fed from a single electric meter. The list of buildings with building sizes and date of construction is included below.

The College participated in demand response programs from 2001 to 2010 with six of the electric accounts. During that period, the College achieved actual summer period reductions of approximately 2,200 KW.

The College is interested in resuming participation in a demand response program that includes three new large buildings and several smaller buildings. The anticipated reduction is approximately 3,000 KW.

Existing Building Data:

AMMERMAN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Ammerman	1934	1996	30,858	27,245	Administrative
2	Auto Tech	1994	-----	20,000	17,907	Instr./shop
3	Babylon Student Ctr.	1965	2003	75,103	56,072	Student Ctr.
4	Brookhaven Gym	1963	2006	56,594	53,589	Athletic
5	Child Care Ctr.	1983	1993	3,648	3,475	Child Care
6	Cottage	1926	1980	3,190	2,852	Administrative
7	Cottage Garage		-----	639	570	Storage
8	Guard Booth, Main	1987	-----	17	16	Security
9	Guard Booth, West	2004	-----	60	60	Security
10	Huntington Library	1966	-----	82,927	61,774	Library
11	Islip Arts	1964	2006	98,077	71,732	Instr./Theater
12	Kreiling Hall	1934	1961	23,607	21,460	Instr./Science
13	NFL	1920	1998	23,869	22,308	Administrative
14	Maint. Warehouse	1970	-----	33,517	32,495	Facilities
15	Annex (Modular)	1999	-----	10,000	8,890	Instructional
16	North	1991	-----	7,864	6,378	Administrative
17	Riverhead	1968	-----	117,762	101,705	Instructional
18	Sewage Treat. Plant	1967	1983	1,150	1,136	Sewage Plant
19	Smithtown	1967	2003	60,529	56,288	Instr./Science
20	Southampton	1970	-----	70,944	60,160	Instructional
21	William J. Lindsey	2014		62,760		Instructional
Total				783,115		

Suffolk County Community College
 Request for Proposal - R1700004
 Utility Management Services – NYISO Energy Demand Program

GRANT CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Caumsett Hall	1935	1990	40,824	37,333	Administrative
2	Child Care Ctr.	1988	1998	3,456	3,214	Child Care
3	Center Cottage	1935	-----	2,800	2,382	NYC Fire Dp.
4	Captree Commons		1990	29,964	26,859	Student Ctr.
5	Storage		1999	2,594	2,176	Auto Sop
6	Health/Sports Ctr.	2000	-----	277,626	221,546	Instr./Gym
7	Maintenance Storage	1991	-----	4,000	3,870	Warehouse
8	Maintenance	1935	-----	9,670	8,042	Facilities
9	Nesconset	1981	1995	17,584	15,985	Instructional
10	North Cottage	1935	-----	2,814	2,567	Security
11	Paumanok Hall	1995	-----	21,299	19,334	Instructional
12	Sagtikos	1987	-----	109,876	87,875	Instr./Theater
13	Security	2000	-----	1,080	1,080	Security
14	South Cottage	1935	-----	2,820	2,544	Honors Prg.
15	Sally Slack (Modular)	2004	-----	19,511	17,864	Instructional
16	Asharoken (Modular)	2005	-----	19,026	17,234	Instructional
17	WDTC	2009		17,868		Instructional
Total				564,944	469,905	

EASTERN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Central Energy Plant	1975	-----	15,468	12,125	Facilities
2	Greenhouse 1	1995	-----	3,600	3,464	Greenhouse
3	Greenhouse 2	1986	-----	861	761	Greenhouse
4	Greenhouse 3	1986	-----	861	761	Greenhouse
5	Orient	1974	-----	33,442	29,842	Instructional
6	Peconic	1974	-----	42,661	36,480	Admin./Library
7	Shinnecock	1974	-----	35,595	31,760	Instr./Science
8	Sewage Treat. Plant	1974	-----	3,160	2,789	Sewage Plant
9	Corchaug (Modular)	2005	-----	15,561	14,528	Instructional
10	Woodlands	1996	2005	1,940	1,785	Instr./Art
11	Montaukett LRC	2012		35,994	22,496	Library
Total				189,143	156,791	

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

2. Scope of Work

Contractor shall provide the following services:

- a. Serve as the College's Responsible Interface Party with NYISO and comply with any and all obligations related to this role.
- b. Install electric sub-meters in those buildings identified in the proposal and subsequently approved by the College to be included in the program. Installations shall be performed by a licensed electrician. Contractor shall pay its employees, at a minimum, the prevailing wage rate as defined in Section 220 of the NYS Labor Law, schedule of wage rates, as applicable, for the work being performed. Copies of certified payrolls shall be submitted to the College for its records. All installation costs shall be the responsibility of the Contractor. The College will not compensate that Contractor for any costs associated with the program.
- c. Provide access to the College to all data produced by these meters. The College is interested in a real-time energy monitoring system through an Internet-Based Communication System that has the capability to monitor the electrical consumption of enrolled buildings and be able to report the load shed when an event is called. It is most desirable that the data is reported in real-time (5) minute intervals. The system should also provide a secured web-based interface that provides graphical information as well as the ability to run and print reports on an as-needed basis.

3. Other Terms and Conditions

- a. This agreement shall be at no cost to the College.
- b. The College authorizes the Contractor, on an exclusive basis, to sell electric capacity (Capacity) into the NYISO Energy Demand Program.
- c. The College agrees to participate in the year-round program which includes summer and winter capacity periods.
- d. The Contractor shall provide as much advance notice as possible to the College when NYISO calls for an Emergency Event. Such notifications shall be through email and phone to the contacts provided by the College.
- e. The College agrees to perform any mandatory testing required under the program and begin curtailment when notified by the Contractor. The College will notify the Contractor if there is a change in its ability to reduce electricity usage by 30% or more.
- f. The College shall not be subject to any out-of-pocket financial penalties by participating in this program, even if there is a failure to reduce electricity when called upon.
- g. If deemed necessary, the Contractor shall submit to the College any back-up documentation required to support the appropriateness and accuracy of the payments made to the College.

End of text for Section III

**Suffolk County Community College
Request for Proposal - R1700004
Utility Management Services – NYISO Energy Demand Program**

**Section IV
Cost Proposal**

- 1.** Cost proposals must include the following:
 - i. Proposed capacity payment to the College as a percentage of the NYISO monthly auction clearing price.
 - ii. Proposed energy payment to the College as a percentage of the payments submitted and received by the Company for energy reduction.
 - iii. Describe in detail the methodology of calculation of the payments to the College.
 - iv. Describe the regularity of payments to the College, i.e. monthly, bi-annual, annual, as well as any specific payment schedules.

- 2.** Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal.

End of text for Section IV



February 21, 2017

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1700004
UTILITY MANAGEMENT SERVICES – NYISO ENERGY DEMAND PROGRAM

Attention to Proposers:

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter which notifies potential proposers of the postponement of the RFP Proposal submission due date.

PROPOSERS ARE TO NOTE THAT:

The RFP due date and time of February 21, 2017 no later than 12:00 PM has been postponed to February 27, 2017 no later than 12:00 PM.

Please note that a separate Addendum will be issued to provide potential proposers with additional information regarding the project.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

Title

Print Name

Date



February 22, 2017

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1700004
UTILITY MANAGEMENT SERVICES – NYISO ENERGY DEMAND PROGRAM

Attention to Proposers:

This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of:

- This two (2) page cover letter which:
 - Provides responses to questions raised by potential proposers
 - Notifies potential proposers of the postponement of the RFP Proposal submission due date.
- One (1) page Attachment A, which provides information on the College's generators
- Fifteen (15) page Attachment B, which provides information on the performance history.

Q1: What are the average seasonal peak demands for each facility? Can you please provide the Peak Demand (KW) for each building (or group of buildings under one meter) and associated load drop (KW) from your most recent prior participation.

Summer = Average of Highest Peak Demand May through October
Winter = Average of Highest Peak Demand Nov through Apr

Q2: The last known kW enrollment value by facility?

Q3: What where the latest SCR performance factors assigned to each facility?

Q4: Can you provide us with the buildings that participated in Demand Response in the past?

Q5: Can you provide the Demand Response performance history for the years 2008-2010?

A1-5: Please refer to Attachment B, which provides the information that the College possesses as it pertains to performance.

Q6: Who is your Electric Utility provider?

A6: PSEG LI

Q7: Are you aware of any Pulse Interface Boxes installed by the utility meter(s) to capture pulses for purposes of tacking usage in real time? Are the meters Interval data recording (IDR) meters? Can you provide hourly interval data for each meter at the three Campuses?

A7: The College is not aware of aware of any Pulse Interface Boxes installed by the utility meter(s) to capture pulses for purposes of tacking usage in real time. The meters are not IDR.



Q8: Do you currently have any generators and if capable would the college be open to using them for Demand Response? Can you provide generator information such as type, capacity and amount of connected load. Does any campus have CHP or emergency generators and if so can SCCC provide information regarding the type, year, make, model and fuel source.

A8: The College does not have CHP. The College does have generators, and would be open to using them for Demand Response purposes. Please see Attachment A for information on the types of generators the College possesses.

Q9: Is there a specific reason the college stopped participating in Demand Response after 2010?

A9: In October 2011, we were advised by our Responsible Interface Party that there had been a downturn in the market rate for demand response capacity in our region which significantly reduced the financial benefit for our participation. This scenario presented the opportunity for a mutually agreeable opt-out provision which we chose to avail ourselves of.

The RFP due date and time of February 27, 2017 no later than 12:00 PM has been postponed to March 7, 2017 no later than 12:00 PM.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

Title

Print Name

Date

ATTACHMENT A GENERATOR LISTING

Ammerman Campus		installed	approx. connected load (KVA)
North Building	100Kw nat gas generac	2012	n/a
Sewer Plant	80KW diesel- Onan Model 85DFB	1967	61
AutoTech	150Kw diesel- Onan model 150 DGFA	1994	108
Ammerman	40KW nat gas - Kohler model 45RZG	2004	n/a
Islip	60Kw nat gas Kohler model 60 RZG	2004	7.2
Babylon student Center	100Kw nat gas - Kohler model 100 RGZ	2004	21.6
Smithtown Science	100Kw nat gas - Kohler model 100 RGZ	2004	16.2
Riverhead	150Kw nat gas Kohler model 150 RZDG	2004	77.5
Brookhaven gym	150Kw nat gas Kohler model 150 RZD	2004	21.9
Huntinton Library	125Kw nat gas Kohler model 125 RZG	2004	16.6
Southampton	75 KW nat gas Kohler model 80 RZG	2004	7.5
WJL Life Science Building	200kw Nat gas Generac model QT06024GNSX	2015	49.8
NFL	100 Kw nat gas Generac model QT 15068GNSY	2010	66.4
Grant Campus			
HS&E	205KW Diesel - Caterpillar Model E962340097xc	1999	128
Sagtikos	250KW Diesel - Onan- model oncu400G1G	1990	93
Paumanok	60Kw nat gas Onan- model 60ena	1995	12
Caumsett	50KW nat gas Kohler model 50RZGB	2006	10
Captree Commons	175KW- caterpillar model pa2346-04	1990	36
Plant Operations	60 KW nat gas Generac model QT06024GNSX	2011	22
Guard Booth	30KW propane	1999	3
East			
Sewer treatment Plant	80Kw propane-Generac	2011	13
Campus loop	500KW diesel - Onan -Cummings VT-1710-P800 series	1975	25
	12 cyl diesel 277/480 623 KVA, .8 PF, max 753 amp		
	942 run hours		

Performance Report (July 19, July 21, and July 22, 2011)

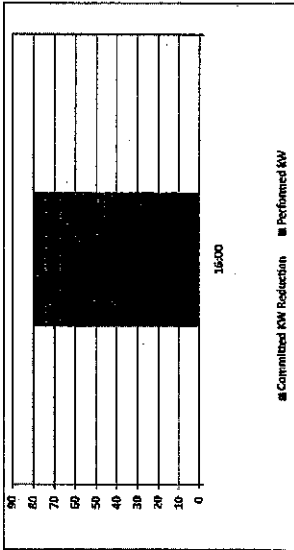
Customer Name

Service Address 583 College Road, Selden, NY 11724

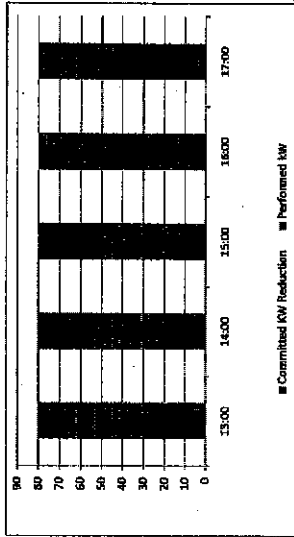
Account # 8190549101

Date	Time	Committed KW Reduction	ACL (Baseline)	Event KW	Performed KW	Performance %
7/19/2011	18:00	1400	1200	150	1250	89%
7/21/2011	13:00	1200	1000	150	1050	88%
7/22/2011	15:00	1500	1200	150	1250	83%
7/22/2011	17:00	1500	1200	150	1250	83%

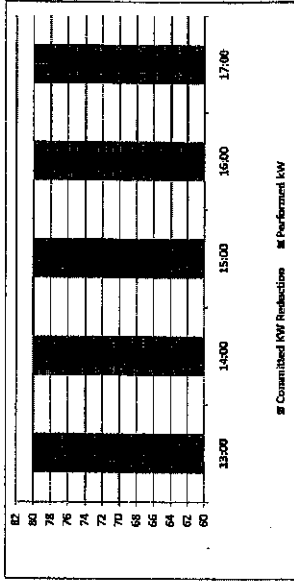
Season	Summer
Date	7/19/2011
Start Time	4:00 PM
End Time	5:00 PM
Performance %	



Season	Summer
Date	7/21/2011
Start Time	5:00 PM
End Time	6:00 PM
Performance %	



Season	Summer
Date	7/22/2011
Start Time	5:00 PM
End Time	6:00 PM
Performance %	



Baseline (ACL) The average of the top 20 of 50 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured (Note: For next period and forward, the ACL will be based on the top 20 of 40 NYISO peak hours).
 KW Reduction Commitment KW reduction enrolled in program for
 Target (CMD) Customer Minimum Demand. This is the KW level that you need to get down to or below during the event hour.



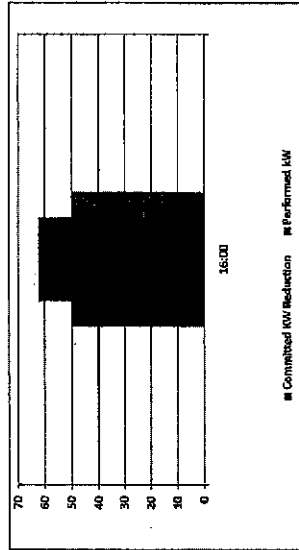
For any questions, please call ECS at (877) 711 5453

Performance Report (July 19, July 21, and July 22, 2011)

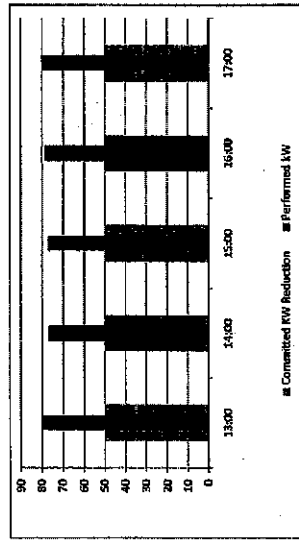
Customer Name: [REDACTED] Account # 8196549111 Service Address 533 College Road, Selden, NY 11784

Date	Time	Committed kW Reduction	ACL (Baseline)	Event kW	Performed kW	Performance %
7/19/2011	16:00	50	50	50	50	100%
7/21/2011	15:00	50	50	50	50	100%
7/22/2011	15:00	50	50	50	50	100%
7/19/2011	16:00	50	50	50	50	100%
7/21/2011	15:00	50	50	50	50	100%
7/22/2011	15:00	50	50	50	50	100%
7/19/2011	16:00	50	50	50	50	100%
7/21/2011	15:00	50	50	50	50	100%
7/22/2011	15:00	50	50	50	50	100%

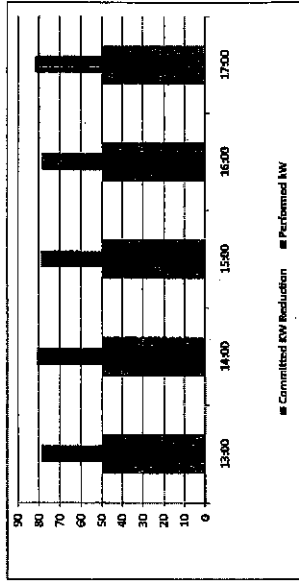
Season	Summer
Date	7/19/2011
Start Time	4:00 PM
End Time	6:00 PM
Performance %	100%



Season	Summer
Date	7/21/2011
Start Time	3:00 PM
End Time	6:00 PM
Performance %	100%



Season	Summer
Date	7/22/2011
Start Time	3:00 PM
End Time	6:00 PM
Performance %	100%



Baseline (ACL) The average of the top 20 of 50 NEMO zonal peaks for the prior 180 period. This is the baseline against which your energy reduction is measured. (Note: for next period and forward, the ACL will be based on the top 20 of 40 NYISO peak hours).
 kW Reduction Commitment kW reduction enrolled in program for
 Target (CWRD) Customer Maximum Demand. This is the kW level that you need to get down to or below during the event hour.



For any questions, please call ECS at (877) 711-6468

Performance Report (July 19, July 21, and July 22, 2011)

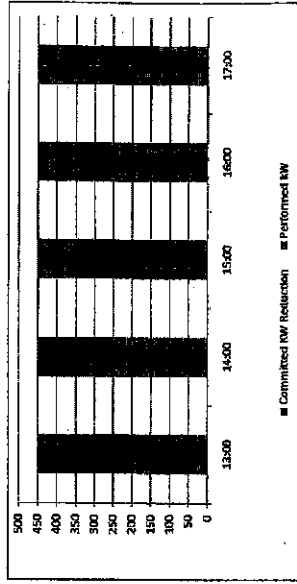
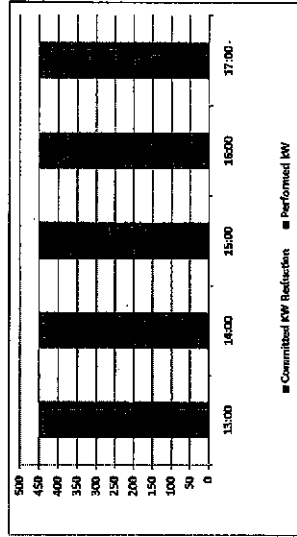
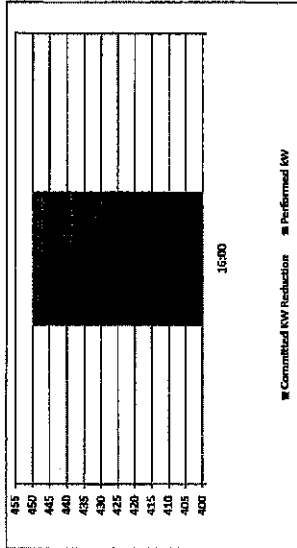
Customer Name: [REDACTED] Account # 3159549401 Service Address 533 College Road, Beldam, NY 11784

Date	Time	Committed MW Reduction	ACL (Baseline)	Event MW	Performed MW	Performance %
7/19/2011	18:00	1500	1500	1500	1500	100%
7/21/2011	18:00	1500	1500	1500	1500	100%
7/22/2011	18:00	1500	1500	1500	1500	100%
Event Summary						
Season	Summer					
Date	7/19/2011					
Start Time	18:00 PM					
End Time	5:00 PM					
Performance %	100%					

Date	Time	Committed MW Reduction	ACL (Baseline)	Event MW	Performed MW	Performance %
7/19/2011	18:00	1500	1500	1500	1500	100%
7/21/2011	18:00	1500	1500	1500	1500	100%
7/22/2011	18:00	1500	1500	1500	1500	100%
Event Summary						
Season	Summer					
Date	7/19/2011					
Start Time	18:00 PM					
End Time	5:00 PM					
Performance %	100%					

Date	Time	Committed MW Reduction	ACL (Baseline)	Event MW	Performed MW	Performance %
7/19/2011	18:00	1500	1500	1500	1500	100%
7/21/2011	18:00	1500	1500	1500	1500	100%
7/22/2011	18:00	1500	1500	1500	1500	100%
Event Summary						
Season	Summer					
Date	7/19/2011					
Start Time	18:00 PM					
End Time	5:00 PM					
Performance %	100%					

Date	Time	Committed MW Reduction	ACL (Baseline)	Event MW	Performed MW	Performance %
7/19/2011	18:00	1500	1500	1500	1500	100%
7/21/2011	18:00	1500	1500	1500	1500	100%
7/22/2011	18:00	1500	1500	1500	1500	100%
Event Summary						
Season	Summer					
Date	7/19/2011					
Start Time	18:00 PM					
End Time	5:00 PM					
Performance %	100%					



Baseline (ACL) The average of the top 20 of 50 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured (Note: for next period and forward, the ACL will be based on the top 20 of 40 NYISO peak hours).
 MW Reduction Commitment & MW reduction enabled in program file
 Target (CMB) Customer Minimum Demand. This is the MW level that you need to get down to or below during the event hour.



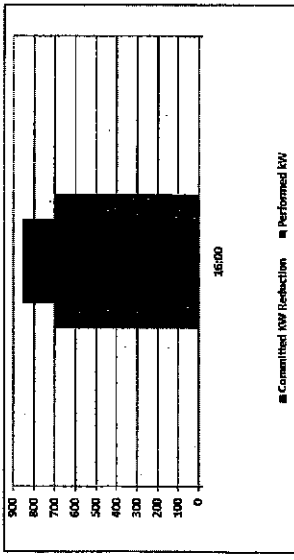
For any questions, please call ECS at (877) 711 5453

Performance Report (July 19, July 21 and July 22, 2011)

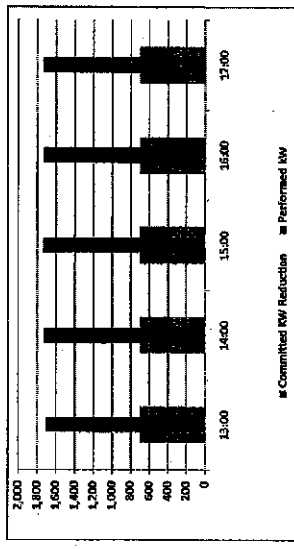
Customer Name: [REDACTED] Account # 970944920 Service Address 553 College Road, Babylon, NY 11724

Date	Time	Committed kW Reduction	Performed kW	Performance %
7/19/2011	13:00-15:00	1800	1725	95.8%
7/21/2011	13:00-15:00	1800	1725	95.8%
7/22/2011	13:00-15:00	1800	1725	95.8%
7/19/2011	15:00-17:00	1800	1725	95.8%
7/21/2011	15:00-17:00	1800	1725	95.8%
7/22/2011	15:00-17:00	1800	1725	95.8%
7/19/2011	17:00-19:00	1800	1725	95.8%
7/21/2011	17:00-19:00	1800	1725	95.8%
7/22/2011	17:00-19:00	1800	1725	95.8%
7/19/2011	19:00-21:00	1800	1725	95.8%
7/21/2011	19:00-21:00	1800	1725	95.8%
7/22/2011	19:00-21:00	1800	1725	95.8%
7/19/2011	21:00-23:00	1800	1725	95.8%
7/21/2011	21:00-23:00	1800	1725	95.8%
7/22/2011	21:00-23:00	1800	1725	95.8%

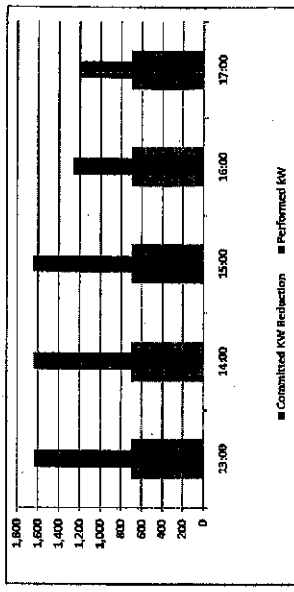
Season	Summer
Date	7/19/2011
Start Time	13:00 PM
End Time	5:00 PM
Performance %	95.8%



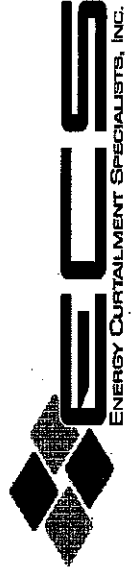
Season	Summer
Date	7/21/2011
Start Time	13:00 PM
End Time	5:00 PM
Performance %	95.8%



Season	Summer
Date	7/22/2011
Start Time	13:00 PM
End Time	5:00 PM
Performance %	95.8%



Baseline (ACL): The average of the top 20 of 50 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured (Note: For peak period and forward, the ACL will be based on the top 20 of 40 NYISO peak hours).
 kW Reduction Commitment Minimum Demand. This is the kW level that you need to get down to or below during the event hour.



For any questions, please call ECS at (877) 711 5453

Performance Report (July 19, July 21, and July 22, 2011)

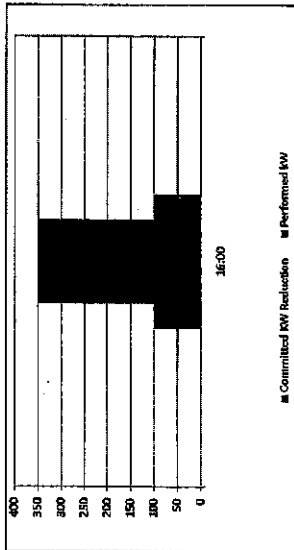
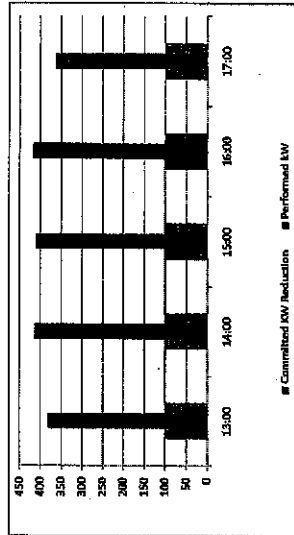
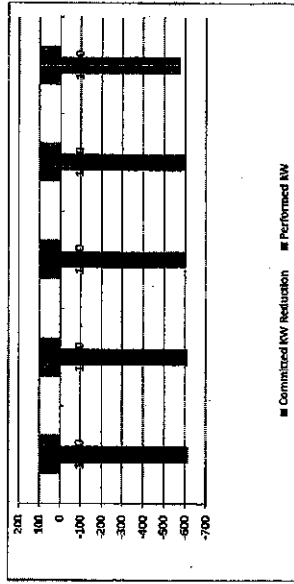
Customer Name: ██████████ Account # 971048901 Service Address Riverhead - Riverhead Spconk SP, Saklat, NY 11784

Date	Time	Committed kW Reduction	Event kW	Performed kW	Performance %
7/19/2011	13:00	1400	1300	1300	100%
7/21/2011	13:00	1400	1300	1300	100%
7/22/2011	13:00	1400	1300	1300	100%
7/19/2011	15:00	1700	1600	1600	100%
7/21/2011	15:00	1700	1600	1600	100%
7/22/2011	15:00	1700	1600	1600	100%
7/19/2011	17:00	1000	900	900	100%
7/21/2011	17:00	1000	900	900	100%
7/22/2011	17:00	1000	900	900	100%
7/19/2011	18:00	1000	900	900	100%
7/21/2011	18:00	1000	900	900	100%
7/22/2011	18:00	1000	900	900	100%
7/19/2011	19:00	1000	900	900	100%
7/21/2011	19:00	1000	900	900	100%
7/22/2011	19:00	1000	900	900	100%
7/19/2011	20:00	1000	900	900	100%
7/21/2011	20:00	1000	900	900	100%
7/22/2011	20:00	1000	900	900	100%
7/19/2011	21:00	1000	900	900	100%
7/21/2011	21:00	1000	900	900	100%
7/22/2011	21:00	1000	900	900	100%
7/19/2011	22:00	1000	900	900	100%
7/21/2011	22:00	1000	900	900	100%
7/22/2011	22:00	1000	900	900	100%
7/19/2011	23:00	1000	900	900	100%
7/21/2011	23:00	1000	900	900	100%
7/22/2011	23:00	1000	900	900	100%
7/19/2011	24:00	1000	900	900	100%
7/21/2011	24:00	1000	900	900	100%
7/22/2011	24:00	1000	900	900	100%
7/19/2011	25:00	1000	900	900	100%
7/21/2011	25:00	1000	900	900	100%
7/22/2011	25:00	1000	900	900	100%
7/19/2011	26:00	1000	900	900	100%
7/21/2011	26:00	1000	900	900	100%
7/22/2011	26:00	1000	900	900	100%
7/19/2011	27:00	1000	900	900	100%
7/21/2011	27:00	1000	900	900	100%
7/22/2011	27:00	1000	900	900	100%
7/19/2011	28:00	1000	900	900	100%
7/21/2011	28:00	1000	900	900	100%
7/22/2011	28:00	1000	900	900	100%
7/19/2011	29:00	1000	900	900	100%
7/21/2011	29:00	1000	900	900	100%
7/22/2011	29:00	1000	900	900	100%
7/19/2011	30:00	1000	900	900	100%
7/21/2011	30:00	1000	900	900	100%
7/22/2011	30:00	1000	900	900	100%
7/19/2011	31:00	1000	900	900	100%
7/21/2011	31:00	1000	900	900	100%
7/22/2011	31:00	1000	900	900	100%
7/19/2011	32:00	1000	900	900	100%
7/21/2011	32:00	1000	900	900	100%
7/22/2011	32:00	1000	900	900	100%
7/19/2011	33:00	1000	900	900	100%
7/21/2011	33:00	1000	900	900	100%
7/22/2011	33:00	1000	900	900	100%
7/19/2011	34:00	1000	900	900	100%
7/21/2011	34:00	1000	900	900	100%
7/22/2011	34:00	1000	900	900	100%
7/19/2011	35:00	1000	900	900	100%
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7/22/2011	35:00	1000	900	900	100%
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7/21/2011	36:00	1000	900	900	100%
7/22/2011	36:00	1000	900	900	100%
7/19/2011	37:00	1000	900	900	100%
7/21/2011	37:00	1000	900	900	100%
7/22/2011	37:00	1000	900	900	100%
7/19/2011	38:00	1000	900	900	100%
7/21/2011	38:00	1000	900	900	100%
7/22/2011	38:00	1000	900	900	100%
7/19/2011	39:00	1000	900	900	100%
7/21/2011	39:00	1000	900	900	100%
7/22/2011	39:00	1000	900	900	100%
7/19/2011	40:00	1000	900	900	100%
7/21/2011	40:00	1000	900	900	100%
7/22/2011	40:00	1000	900	900	100%
7/19/2011	41:00	1000	900	900	100%
7/21/2011	41:00	1000	900	900	100%
7/22/2011	41:00	1000	900	900	100%
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7/22/2011	44:00	1000	900	900	100%
7/19/2011	45:00	1000	900	900	100%
7/21/2011	45:00	1000	900	900	100%
7/22/2011	45:00	1000	900	900	100%
7/19/2011	46:00	1000	900	900	100%
7/21/2011	46:00	1000	900	900	100%
7/22/2011	46:00	1000	900	900	100%
7/19/2011	47:00	1000	900	900	100%
7/21/2011	47:00	1000	900	900	100%
7/22/2011	47:00	1000	900	900	100%
7/19/2011	48:00	1000	900	900	100%
7/21/2011	48:00	1000	900	900	100%
7/22/2011	48:00	1000	900	900	100%
7/19/2011	49:00	1000	900	900	100%
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7/21/2011	53:00	1000	900	900	100%
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7/22/2011	54:00	1000	900	900	100%
7/19/2011	55:00	1000	900	900	100%
7/21/2011	55:00	1000	900	900	100%
7/22/2011	55:00	1000	900	900	100%
7/19/2011	56:00	1000	900	900	100%
7/21/2011	56:00	1000	900	900	100%
7/22/2011	56:00	1000	900	900	100%
7/19/2011	57:00	1000	900	900	100%
7/21/2011	57:00	1000	900	900	100%
7/22/2011	57:00	1000	900	900	100%
7/19/2011	58:00	1000	900	900	100%
7/21/2011	58:00	1000	900	900	100%
7/22/2011	58:00	1000	900	900	100%
7/19/2011	59:00	1000	900	900	100%
7/21/2011	59:00	1000	900	900	100%
7/22/2011	59:00	1000	900	900	100%
7/19/2011	60:00	1000	900	900	100%
7/21/2011	60:00	1000	900	900	100%
7/22/2011	60:00	1000	900	900	100%

Season	Summer
Date	7/22/2011
Start Time	10:00 PM
End Time	11:00 PM
Performance %	

Season	Summer
Date	7/21/2011
Start Time	10:00 PM
End Time	11:00 PM
Performance %	

Season	Summer
Date	7/19/2011
Start Time	4:00 PM
End Time	5:00 PM
Performance %	



Baseline (ACL) The average of the top 20 of 50 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured (Note: for next period and forward, the ACL will be based on the top 20 of 40 NYISO peak hours).
 MW Reduction Commitment kW reduction enrolled in program for
 Target (CMD) Customer Minimum Demand. This is the MW level that you need to get down to or below during the event hour.



For any questions, please call ECS at (877) 711-5453

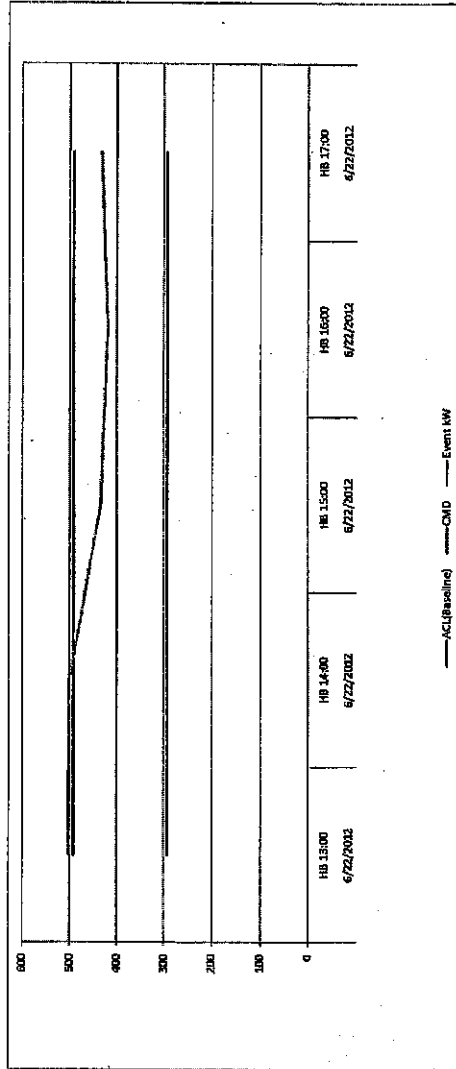
Performance Report June 22, 2012

Customer Name: [REDACTED]

Account # : 76190548851

Services Address: 551 College Road, Seloken, NY 11764

Date	6/22/2012	6/22/2012	6/22/2012	6/22/2012
Time	HB 13:00	HB 14:00	HB 15:00	HB 17:00
Committed MW Reduction	200	200	200	200
ACL(Baseline)	483	483	483	483
Event MW	283	253	253	253
Performance %	50%	48%	48%	48%
Credited Performance %	0%	0%	25%	30%



For any questions, please call ECS at (877) 711-5453

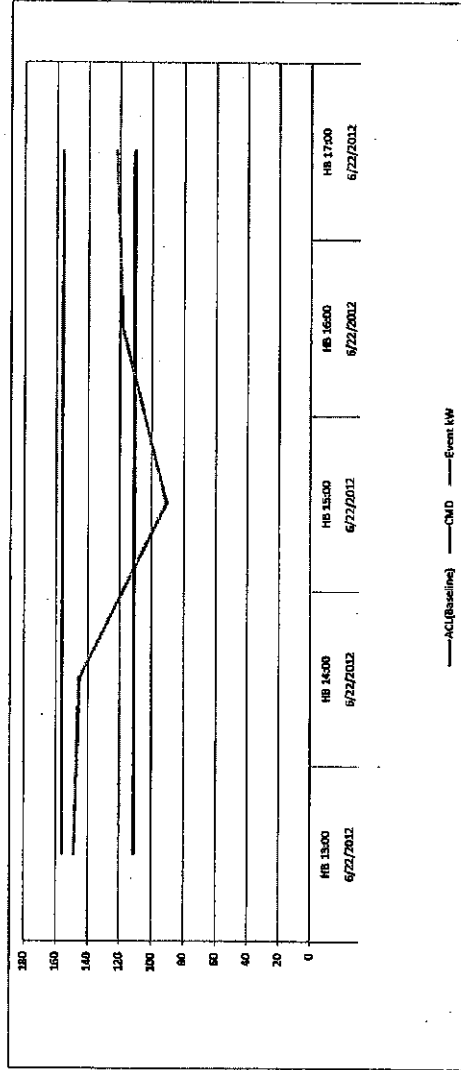
Baseline (ACL) The average of the top 20 of 50 N150 zone peaks for the prior like period. This is the baseline against which your energy reduction is measured.
 MW Reduction Committed MW reduction enrolled in program for
 Target (CMD) Customer Minimum Demand. This is the MW level that you need to get down to or below during the event hour.

Performance Report June 22, 2012

Customer Name: [REDACTED] Sender Address: 593 College Road, Selden, NY 11784

Account #: 1349569101

Date	6/22/2012	6/22/2012	6/22/2012	6/22/2012
Time	15:00	14:00	14:00	17:00
Committed kW Reduction	45	45	45	45
ACL (Baseline)	156	156	156	156
Event kW	111	113	118	117
Performed kW	1	31	56	44
Credited Performance %	67%	24%	64%	75%



Baseline (ACL) The average of the top 20 of 50 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured.

KW Reduction Commitment kW reduction enrolled in program for

Target (EMD) Customer Minimum Demand. This is the kW level that you need to get down to or below during the event hour.



For any questions, please call ECS at (877) 711 6463

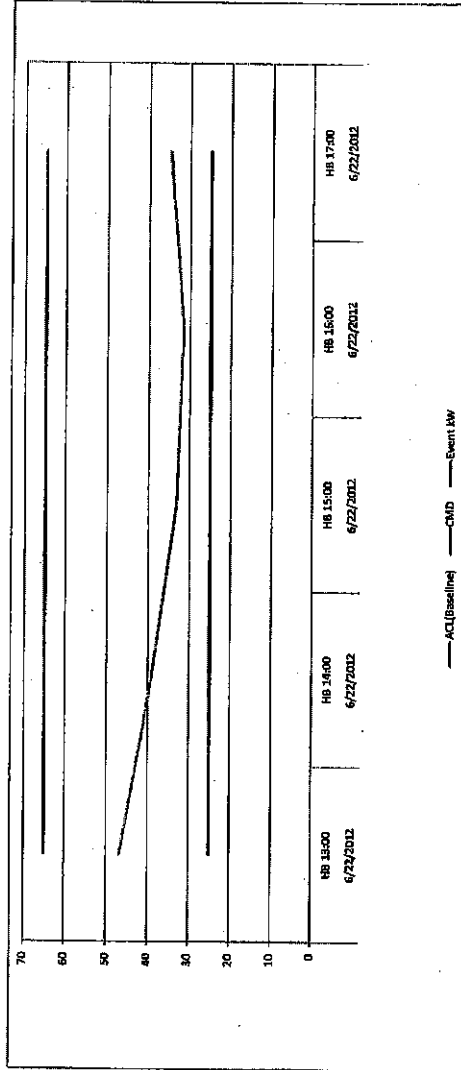
Performance Report June 22, 2012

Service Address: 515 College Road, Selden, NY 11784

Account #: 20190509111

Customer Name: [REDACTED]

Date	6/22/2012	6/22/2012	6/22/2012	6/22/2012	6/22/2012
Time	15:00	15:00	15:00	15:00	15:00
Committed KW Reduction	40	40	40	40	40
ACL (Baseline)	85	85	85	85	85
CMD	25	25	25	25	25
Event KW	47	35	33	32	35
Performed KW	18	25	32	31	30
Credited Performance %	40%	64%	80%	86%	75%



Baseline (ACL) The average of the top 20 of 50 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured.
 KW Reduction Commitment KW reduction enrolled in program for
 Target (CMD) Customer Minimum Demand. This is the kW level that you need to get down to or below during the event hour.

For any questions, please call ECS at (877) 711 5453

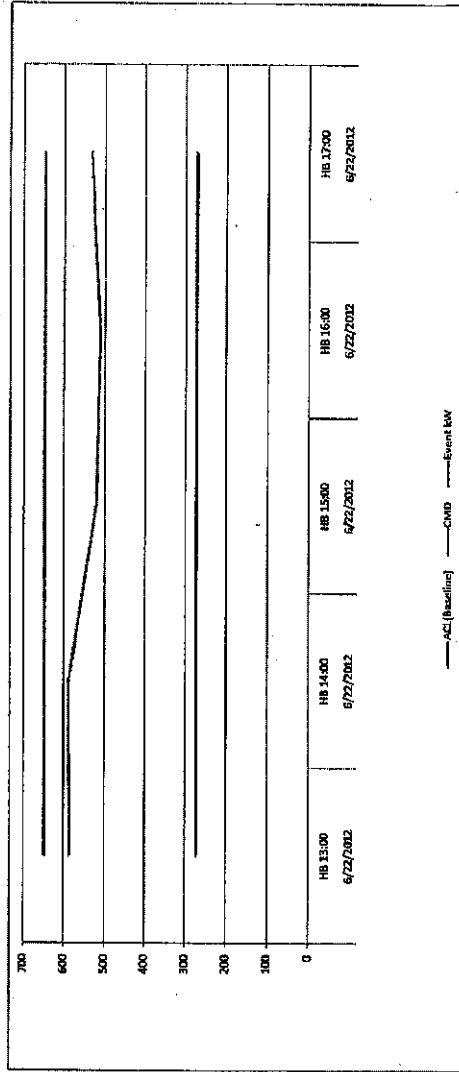
Performance Report June 22, 2012

Service Address 533 College Road, Selden, NY 11784

Account # T8190548401

Customer Name

Date	Time	6/22/2012	6/22/2012	6/22/2012	6/22/2012
Committed KW Reduction	HE 13:00	HE 14:00	HE 15:00	HE 16:00	HE 17:00
ACL (Baseline)	375	375	375	375	375
Event kW	648	648	648	648	648
Performed MW	275	275	275	275	275
Credited Performance %	80	80	80	80	80
	73%	73%	73%	73%	73%



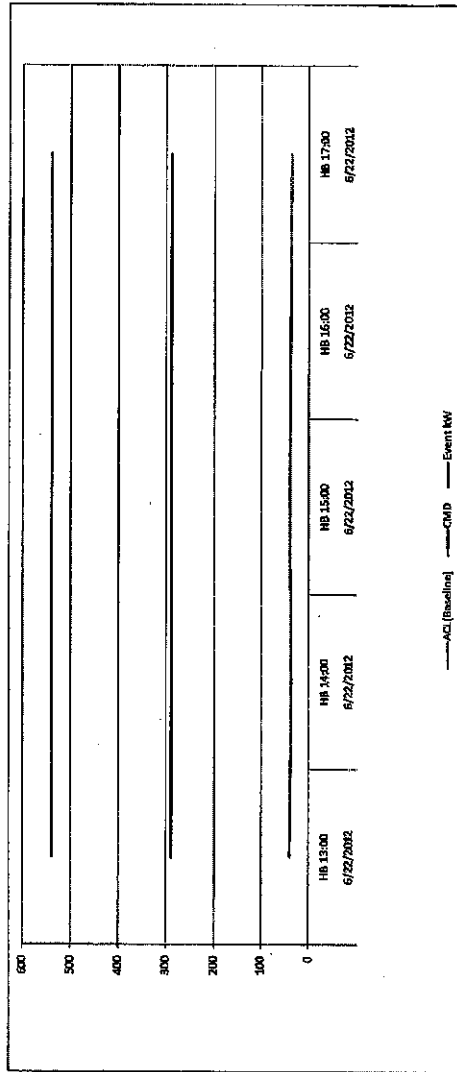
Baseline (ACL) The average of the top 20 of 50 NISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured
 NW Reduction Commitment kW reduction enrolled in program for
 Target (CMD) Customer Minimum Demand. This is the kW level that you need to get down to or below during the event hour.

For any questions, please call ECS at (877) 711 8463

Performance Report June 22, 2012

Customer Name: [REDACTED] Account #: 1971016501 Service Address: Riverhead - Riverhead Street SP, Seabrook, NY 11784

Date	6/22/2012	6/22/2012	6/22/2012	6/22/2012	6/22/2012
Time	HB 13:00	HB 14:00	HB 15:00	HB 16:00	HB 17:00
Committed kW Reduction	250	250	250	250	250
ACL (Baseline)	538	538	538	538	538
Event kW	289	259	288	288	288
Performed kW	41	38	38	38	38
Credited Performance %	100%	100%	100%	100%	100%



Baseline (ACL) The average of the top 20 of 50 NYSO annual peaks for the prior like period. This is the baseline against which your energy reduction is measured.
 kW Reduction Commitment kW reduction emailed in program for
 Target (CMD) Customer Minimum Demand. This is the kW level that you need to get down to or below during the event hour.

For any questions, please call ECS at (877) 711 5453

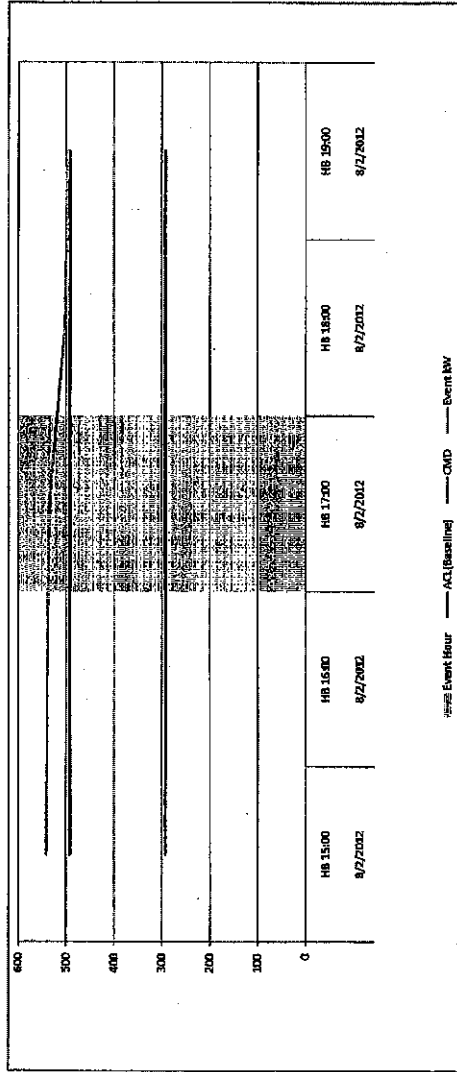
Performance Report August 2, 2012

Service Address: 533 College Road Saikem, NY 11754

Account # 1314554851

Customer Name: [REDACTED]

Date	8/2/2012	8/2/2012	8/2/2012	8/2/2012
Time	HB 15:00	HB 17:00	HB 18:00	HB 19:00
Committed kW Reduction	200	200	200	200
ACL (Baseline)	483	483	483	483
Event kW	283	283	283	283
Performed kW	543	543	543	543
Credited Performance %	0%	0%	0%	0%



For any questions, please call ECS at (877) 711 5653

Baseline (ACL) The average of the top 20 of 40 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured
 kW Reduction Commitment kW reduction entered in program for
 Target (CMB) Customer Minimum Demand. This is the kW level that you need to get down to or below during the event hour.

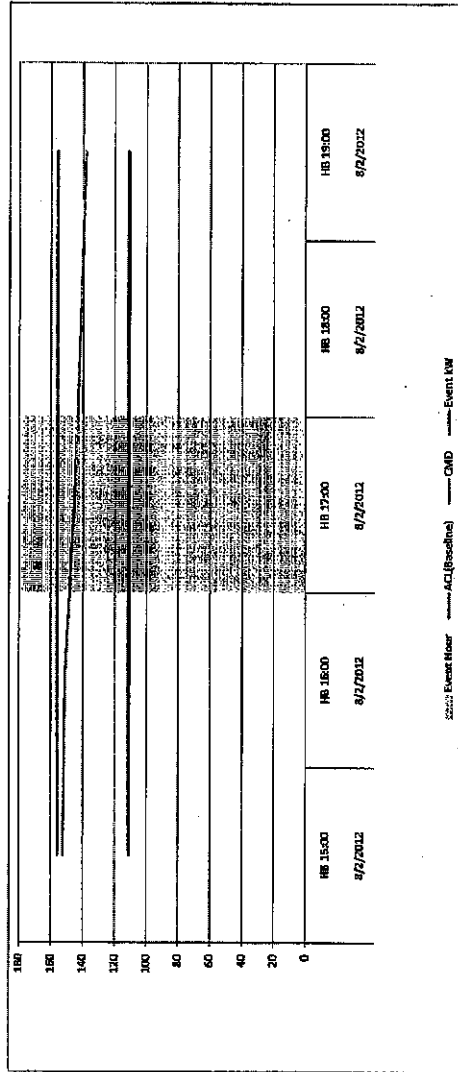
Performance Report, August 2, 2012

Service Address: 533 College Road, Seidens, NY 11724

Account # TA190549101

Customer Name: [REDACTED]

Date	8/2/2012	8/2/2012	8/2/2012	8/2/2012	8/2/2012
Time	HB 15:00	HB 16:00	HB 17:00	HB 18:00	HB 19:00
Committed MW Reduction	45	45	45	45	45
ACL (Baseline)	156	156	156	156	156
Event MW	111	111	143	142	134
Percentage MW	71%	71%	92%	91%	86%
Credited Performance %	76%	76%	73%	73%	89%



For any questions, please call ECS at (877) 711 5463

Baseline (ACL): The average of the top 20 of 40 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured.
 MW Reduction Commitment MW reduction enrolled in program for
 Target (CMD) Customer Minimum Demand. This is the MW level that you need to get down to or below during the event hour.

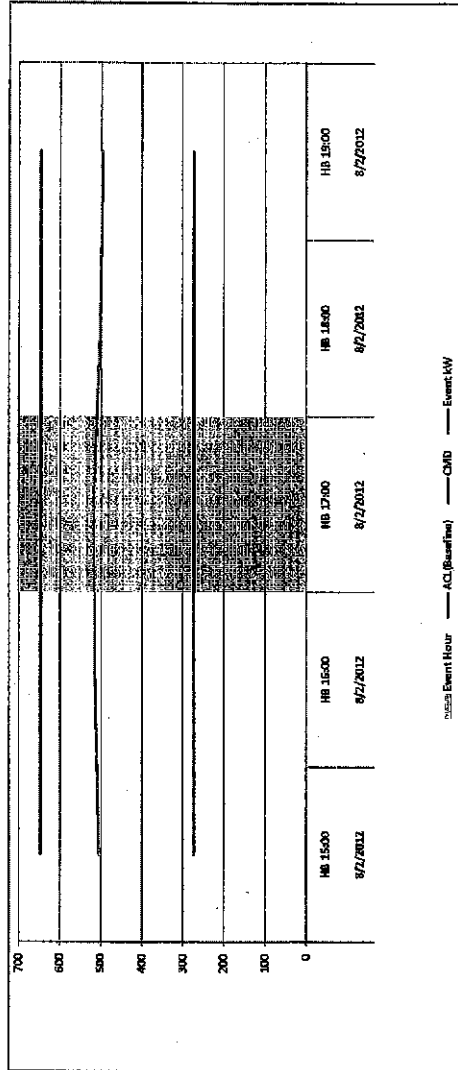
Performance Report August 2, 2012

Service Address: 533 College Road, Solids, NY 11784

Account #: T879M549401

Customer Name: [REDACTED]

Date	8/2/2012	8/2/2012	8/2/2012	8/2/2012	8/2/2012
Time	18:45:00	18:18:00	18:18:00	18:45:00	18:45:00
Committed MW Reduction	375	375	375	375	375
ACL (Baseline)	546	546	546	546	546
CMB	273	273	273	273	273
Event MW	506	515	502	495	495
Performed MW	142	133	130	146	153
Credited Performance %	30%	35%	35%	30%	41%



For any questions, please call ECS at (877) 711 5453

Baseline (ACL) The average of the top 20 of 48 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured.
 MW Reduction Commitment MW reduction enrolled in program for
 Target (CMB) Customer Minimum Demand. This is the MW level that you need to get down to or below during the event hour.

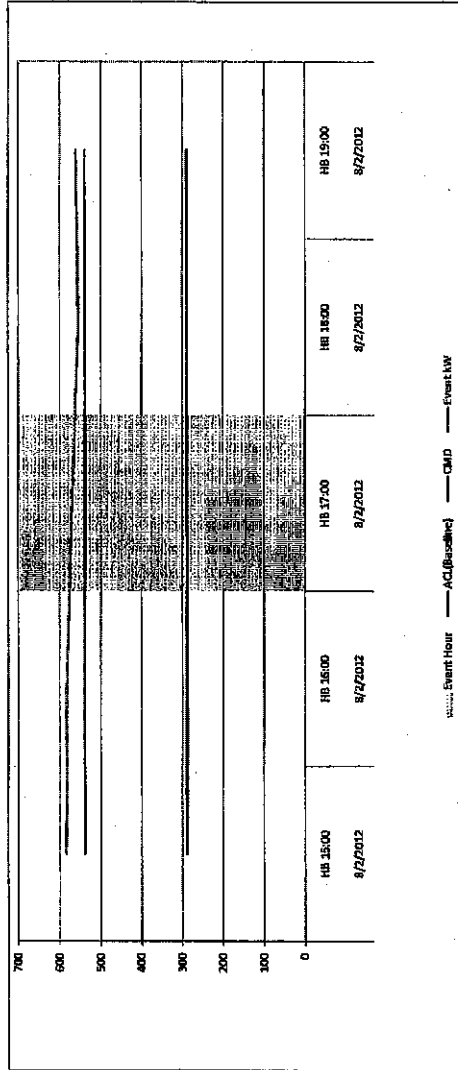
Performance Report August 2, 2012

Service Address: Riverhead - Riverhead Special SP, Selden, NY 11724

Account # 1971014901

Customer Name: [REDACTED]

Date	8/2/2012	8/2/2012	8/2/2012	8/2/2012
Time	HB:15:00	HB:17:00	HB:18:00	HB:19:00
Committed kW (Reduction)	250	250	250	250
ACL(Baseline)	535	535	535	535
CMD	285	285	285	285
Event kW	535	535	535	535
Performance %	0%	0%	0%	0%



Baseline (ACL) The average of the top 20 of 40 NYISO zonal peaks for the prior like period. This is the baseline against which your energy reduction is measured.
 MW Reduction Commitment (MW) The MW level that you need to get down to or below during the event hour.
 Target (CMD) Customer Minimum Demand. This is the MW level that you need to get down to or below during the event hour.



For any questions, please call ECS at (877) 711 5453



February 27, 2017

**ADDENDUM NO. 3
REQUEST FOR PROPOSAL NO. R1700004
UTILITY MANAGEMENT SERVICES – NYISO ENERGY DEMAND PROGRAM**

Attention to Proposers:

This constitutes Addendum No. 3 to the referenced Request for Proposals (RFP), and consists of this two (2) page cover letter which provides responses to questions raised by potential proposers

Q1: Will SCCC consider an option to securely automate the DR process and does SCCC have Building automation or Energy Management systems? If so, what type(s) of building automation is currently in place?

A1: Yes. Johnson Metasys 7.0 (primarily); Trane ES, Cardinal, Carrier (building under construction)

Q2: Does SCCC have interest in the awarded RIP supporting sustainability initiatives, via on campus presentation to students and staff?

A2: Yes.

Q3: Who is the SCCC's energy specialist or energy consultant?

A3: The College has two full-time energy specialists on staff. These individuals work closely with Cenergistic Inc., under contract for a shared savings, behavior-based energy performance contract.

The RFP due date and time of March 7, 2017 no later than 12:00 PM remains unchanged.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

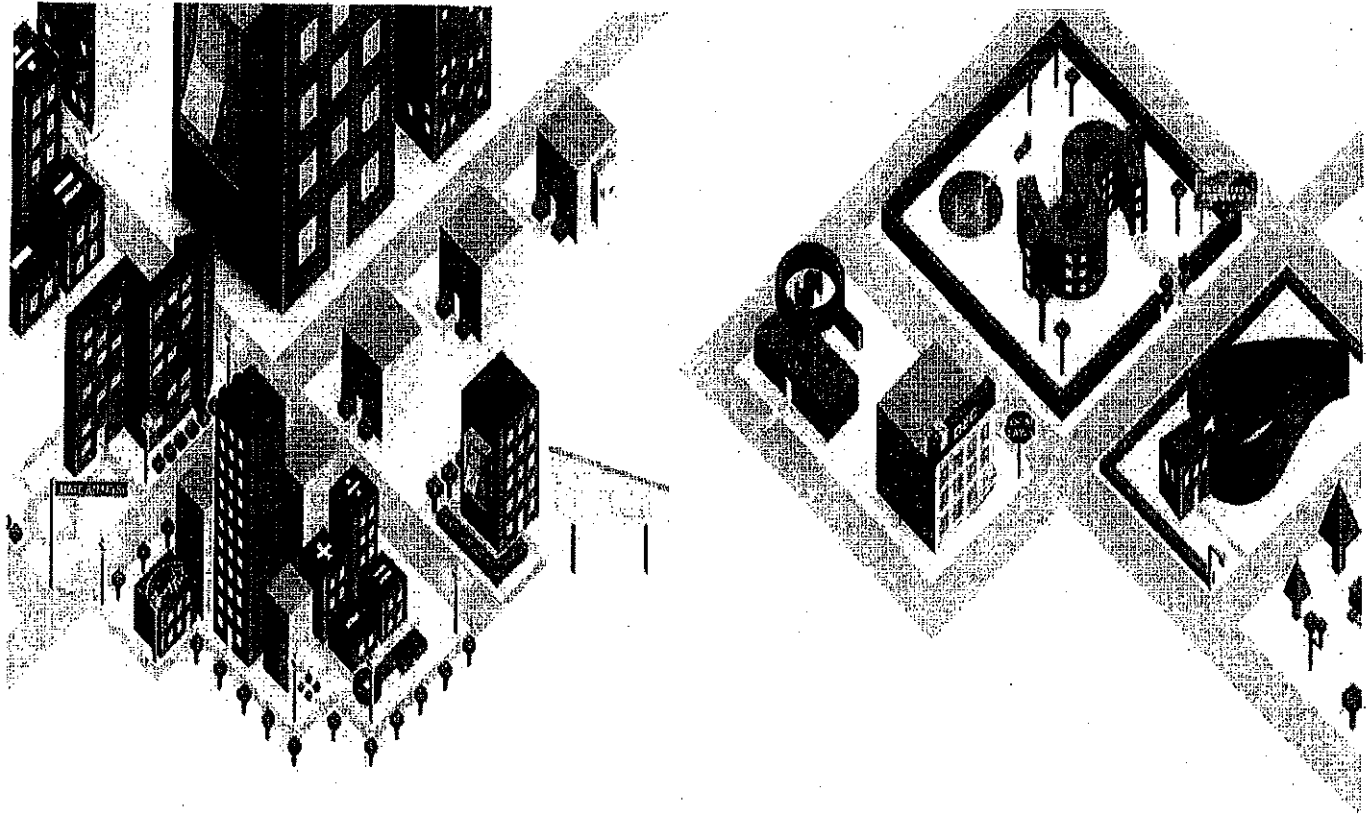
Title

Print Name

Date

EXHIBIT G
Consultant's Proposal

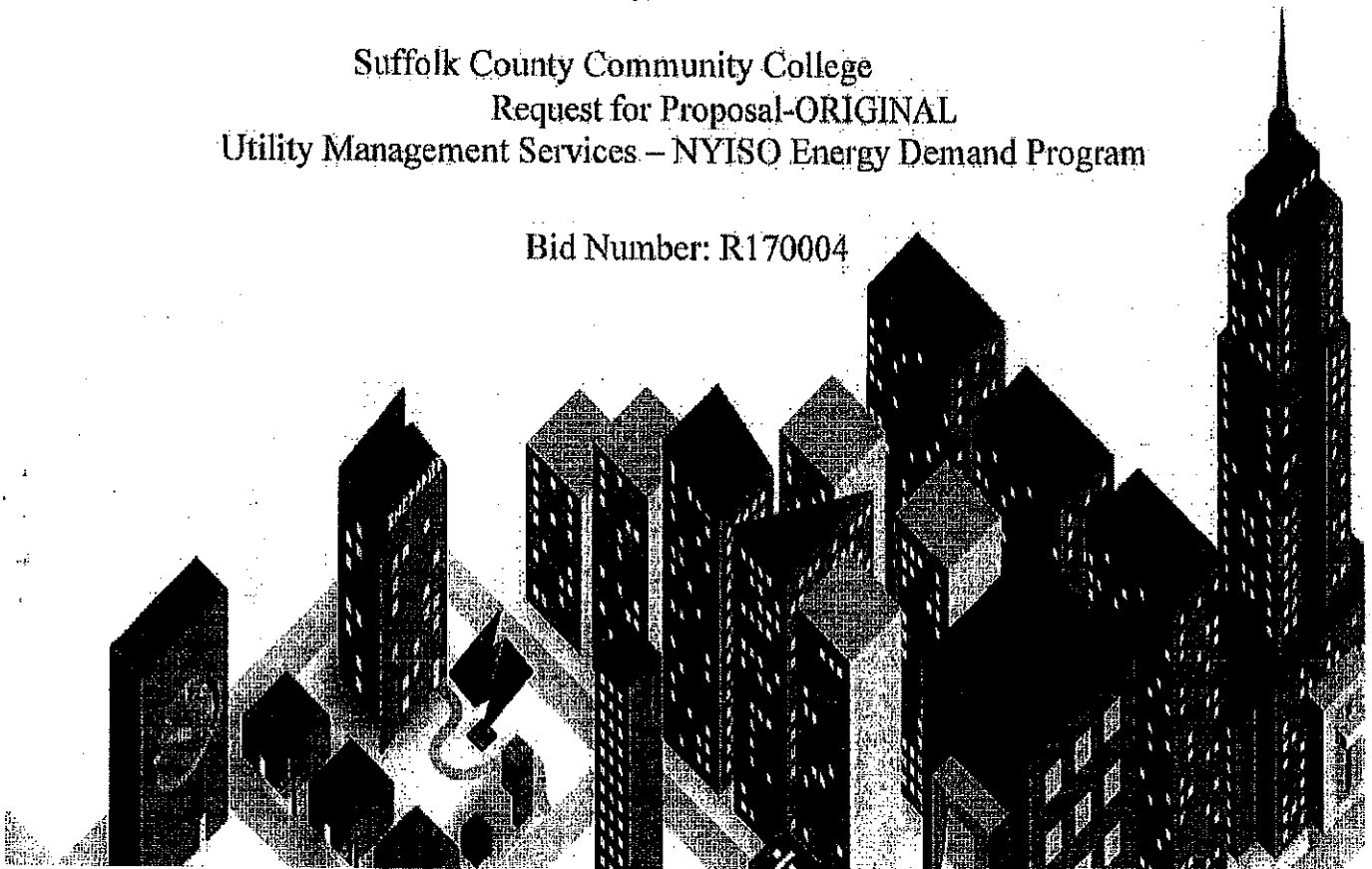
Consultant's Proposal, dated February 21, 2017, submitted in response to the College's RFP No. R1700004, is attached hereto as Exhibit G.



ENERGY SPECTRUM

Suffolk County Community College
Request for Proposal-ORIGINAL
Utility Management Services – NYISO Energy Demand Program

Bid Number: R170004



ENERGY SPECTRUM

2/21/17

Suffolk County College
Suffolk County Community College Ave.
New York, NY 10017

Attention: Seema Menon, Associate Administrative Director of Business Operations

Dear Seema,

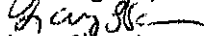
I'm pleased to be providing you the following proposal for utility management services-NYISO energy demand response utilizing the Energy Spectrum EnerPrize® software platform. Formed in 1997 as an independent energy consultancy, ESI provides premier level of energy management, sub-metering services, consulting strategies and energy technology to our many New York area clients. To support our consulting team, ESI provides a world class engineering team with PE, LEED, BPI, EBCP and MFBA certifications.

Energy Spectrum has been an aggregator with PSE&G Long Island and an RIP with NYISO since the inception of their respected programs. We currently manage in excess of 95 mW in demand response resources with an aggregate performance rate of 100%.

Energy Spectrum's portfolio represents over 100 million square feet of property, and its team of consultants has over 100 combined years in the energy industry. We have secured over \$250 million of benefits in refunds, incentives and Demand Response payments.

ESI has developed its own proprietary online energy management system, EnerPrize®, which provides both its staff as well as its clients with a powerful, intuitive and integrated platform that offers a set of features that allow for the immediate access to a wide variety of energy related data such as ESCO billing, tenant sub-metering activity, interval energy consumption data, hourly ISO electric pricing, BMS set points and weather statistics. All data is presented seamlessly on one unified platform providing the necessary support level to assure success and maximum earnings in multiple Demand Response programs.

Kind Regards,



Larry Skennion
VP of Sales

718-677-9077 (office)

201-874-2854 (mobile)

lskennion@energyspec.com

ENERGY SPECTRUM

TAB	ITEM	<u>TABLE OF CONTENTS</u>	Please check if Included
I.	TABLE OF CONTENTS		
II.	TRANSMITTAL LETTER		
III.	GENERAL QUALIFICATIONS		<input type="checkbox"/>
	a) General Information / Company History		<input type="checkbox"/>
	b) Expertise of Company and all proposed sub-consultants, including Qualifications and Experience of Personnel		<input type="checkbox"/>
	i. Experience		<input type="checkbox"/>
	ii. References		<input type="checkbox"/>
	iii. Staff Qualifications/Resumes, List of Sub-consultant(s), Organizational Chart		<input type="checkbox"/>
	iv. College/County Contracts		<input type="checkbox"/>
	v. Supplemental Information		<input type="checkbox"/>
	c) Quality Control		<input type="checkbox"/>
	i. Operational Plan		<input type="checkbox"/>
	ii. Record and Reporting Systems		<input type="checkbox"/>
	iii. Operating Problems		<input type="checkbox"/>
	d) Financial Viability		<input type="checkbox"/>
	i. Financial Statements		<input type="checkbox"/>
	ii. Indebtedness to County and/or		<input type="checkbox"/>
	iii. College Liens and Litigation		<input type="checkbox"/>
IV.	TECHNICAL PROPOSAL		
	a) Understanding of Project Requirements, Management Techniques and Approaches		<input type="checkbox"/>
	b) Anticipated Issues and Resolution		<input type="checkbox"/>
V.	COST PROPOSAL		
VI.	REQUESTED CHANGES TO MODEL AGREEMENT (To be submitted with "Original" proposal only & not with any of the copies)		
VII.	* COUNTY BID CERTIFICATION FORM SCPD-7 (To be submitted with "Original" proposal only & not with any of the copies)		

ENERGY SPECTRUM

Section II Award Criteria

Responses to the items set forth under each of the categories below, will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award. **Failure to include information as requested under any of the sub/sections in the Proposal may lead the firm to be disqualified.** The responses to each of the categories must be separated by clearly labeled tabs into the sections and sub-sections identified below, and reflected in the Table of Contents (form provided in Section I) of the Proposal submitted.

I. General Qualifications:

a. General Information/Company History

- i. Company Name, e-mail, main address and all branch office addresses.

ESI Response:

Energy Spectrum is a New York based company located at 1114 Avenue J, Brooklyn, New York 11230. Our main phone number is 718-677-9077 and the main email address is energyspec.com.

- ii. Describe the nature of your organization (e.g. business corporation, not-for-profit-corporation, sole proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.

ESI Response:

Energy Spectrum is a business corporation headquartered in Brooklyn, N.Y.

- iii. Year Company was founded and brief history.

ESI Response:

Energy Spectrum, Inc. is a full service energy management company located in New York City. The company has been providing a wide array of energy management and consulting services since 1997 to a diverse market segment throughout the Tri-State area and beyond. Commercial office buildings, large residential complexes, retailers, sports complexes, medical facilities, government institutions, universities and industrial centers have all benefited from Energy Spectrum's in-depth industry knowledge and expertise which focuses on lowering energy costs while maintaining or improving operational efficiency.

Energy Spectrum places great emphasis on flexibility and client-focused effort. Energy Spectrum has a history of integrating a portfolio's growth, from an energy perspective, be that in scope of management offerings, or development of new territories. As such, Energy Spectrum has played an integral role in maximizing revenue through demand response participation,

ENERGY SPECTRUM

developing metering solutions and cost recovery strategies, realizing savings through effective energy management and load shedding activity, and achieving overall command of all aspects of energy management through the utilization of its state of the art proprietary web based platform, **EnerPrize**®. Energy Spectrum staff of professionals provide a diverse array of expertise, including mechanical engineering, utility and market rate analytics, BMS utilization, bill dispute resolution and technology integration. In addition to being highly qualified in their areas of expertise, our staff takes pride in providing these services with great attention to the client's needs, with significant emphasis placed on team work and education. They also provide innovative and creative solutions tailored to suit the client's needs. Sustainability has been a catch-phrase and a buzzword throughout the industry, but to us at Energy Spectrum, sustainability is the underlying vision that drives our energy strategy.

- iv. Total number of employees. Include an organization chart as relevant.

ESI Response:

Energy Spectrum employs over 30 individuals, several of whom will be assigned to Suffolk County Community College. Demand Response services. All work will be performed out of ESI's offices located at 1114 Avenue J, Third Floor, Brooklyn, NY, 11230. Energy Spectrum is incorporated in the State of New York. Energy Spectrum is in good financial health.

- v. Location(s) from which majority of the staff will be providing services.

ESI Response:

Most of the staff is located in our Brooklyn, N.Y. headquarters; we are mobilized and look forward to supporting Suffolk County Community college on campus as needed.

- i. Annual fee income for the past three (3) years.

ESI Response:

In the last three years Energy Spectrum has earned \$4.2 million in demand response fee income.

- i. The general and specific design specialties/expertise and overall resources.

ESI Response: Specific details provided below.

b Expertise of Company, Including Qualifications and Experience of Personnel

- vi. **Experience:** Provide general background information explaining why the firm and its sub-consultants are well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Provide a brief history and description of the firm's and sub-consultant's experience in placing and managing its workforce, with special emphasis on any experience in the public sector, particularly for governmental entities,

ENERGY SPECTRUM

colleges or universities, especially at community colleges. Provide a description of the firm's background and experience, and its capability to assign staff to provide services as stipulated in the RFP, either through its own personnel or through the use of a sub-consultant.

ESI Response:

Energy Spectrum prides itself in offering its clients a centralized resource for all of your energy needs and we are the RIP and Aggregator for large Universities including Columbia and municipalities such as Suffolk County. The following is a list of some of the services that Energy Spectrum offers to its clients:

1. Demand Response management and aggregation
2. Tenant or department sub-meter installation, maintenance, reading and billing
3. General energy efficiency consulting and engineering design review services with in-house PE staff
4. Budgeting, cash flow analysis, project management, implementation and Performance documentation (M&V) on energy efficiency projects and energy management strategies
5. Real-time load analysis and optimization
6. Co-generation (CHP) consulting, project management, and on-going system maintenance through a combination of in-house expertise, and partnerships with industry specialists, when and if required
7. Commodity procurement, including electricity, natural gas, and oil
8. Bill auditing and rate optimization
9. National consulting and client representation in utility and government sponsored energy efficiency rebate programs
10. LEED® consulting services with our in-house LEED® certified engineers

References:

- i. References must be provided. This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for both the Prime Consultant and any subcontractor/subconsultant firm.

Proposer must submit a list of at least three representative clients, including any other public entities, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:

- o A detailed description of the scope;
- o Client/company name;
- o Name, title, and role of reference;
- o Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. Consultants should check the references they submit to ensure that each reference and the associated contact information is current.

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ESI Response: We are proud to provide the following three references and encourage the selection team to contact them to discuss their experience with Energy Spectrum.

Client	Contact/Title	Phone Number	Address	Email
Suffolk County	Chuck Jaquin- General Services Manager	631-852-4044	335 Yaphank Ave. Yaphank NY 11980	Chuck.jaquin@suffolkcountyny.gov
The Sayville School District	Steven Koepper- Superintendent of B&G	631-244-6550	99 Greeley Ave. Sayville, NY 11782	skoepper@sayvilleschools.org
Einstein College of Medicine	Michael Winkler- Director of Energy Management	718-430-8977	1300 Morris Park Ave. Bronx, NY 10461	Michael.winkler@einstein.yu.edu

Staff Qualifications/Resumes: Describe the qualifications and background of your staff, and all proposed sub-consultants and their staff in this sub-section, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience. **If sub-consultant(s) are not being used, Company shall include a statement indicating this.**

The information submitted must include:

- Consultant Information
 - Identify your firm's management team and describe its experience, and qualifications. Indicate the availability of the management team and all other personnel required for this assignment.
 - Clearly identify and describe the title and role of the staff who will be assigned to the College's account. Proposer must include organizational chart in this section.

ESI Response: Energy Spectrum has a diverse team with strengths in many different areas. As is the case with our current engagement with Suffolk County our assigned team will be available to Suffolk County Community College as part of our agreement. Below is a description of our assigned team members including title and focus areas.

Assigned Suffolk Count Team members

David Neilburg, President

- Executive Project Manager
- More than 20 years' experience in the field of energy and related software systems
- Manager and Lighting Analyst for Con Edison's Enlightened Energy Program

Gary David, Partner

- Software Advisor for project
- Lead developer of the **EnerPrize[®]** system
- More than 15 years' experience in the energy field and related software applications

David Ahrens, PE, CEM, LEED AP BD +C

- Review engineer for any proposed NYSERDA eligible projects.

ENERGY SPECTRUM

- More than 25 years' experience as a Professional Engineer specializing in the design and
- Implementation of energy efficiency projects, as well as in the design, installation, maintenance and operation of Combined Heat and Power systems
- Past President of the Association of Energy Engineers, New York Chapter
- Certified Energy Manager; Association of Energy Engineers

Larry Skennion, Senior Director

- Responsible for overall relationship management with Suffolk County Communication the Suffolk County Community College
- Over 20 years managing high-end accounts
- Hybrid background consisting of technology and energy

Cristina Villegas, CEM, Program Manager

- Director of the Energy Spectrum curtailment function
- 10 years -experience as an energy engineer
- Certified Energy Manager; Association of Energy Engineers
- BPI Certified Multifamily Building Analyst

Aron Iskowicz, Senior Energy Analyst

- Expert in metering and communication technology
- Responsible for energy analytics studies to detect energy savings and optimize energy usage/load management
- Provide resumes of proposed key staff who will be assigned to the College's account, inclusive of a description of the qualifications, educational background, and work experience for all personnel who would be supervising emergency response projects, and other services as required under this RFP.

ESI Response:

Although there will be a bigger team as outlined above supporting Suffolk County Community College, the two primary account leaders are Larry Skennion – VP of Sales and Cristina Villegas Demand Response Program Manager. Here are their respective resumes.

Larry Skennion

SPECIALIZED SKILLS:

- M.S. in Technology Management from Columbia University in New York City
- Software and Cloud Computing
- Energy Software and Analytics
- Demand side energy, Smart Grid and wholesale energy market expertise

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- SAAS, Managed Services, ICT, Network Expertise
- Global Workplace Solutions, Energy Management and Sustainability
- Business valuation and Finance Skills – NPV, IRR, WACC
 - Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College.

ESI Response: Understood and comply

- i. **College/County Contracts:** In this sub-section, provide a list of all contracts with the College or the County of Suffolk, if any, within the last five years (regardless of type of service) and the time period for those services.

ESI Response: Energy spectrum has a very strong relationship with Suffolk County in many different areas executing numerous contracts with the county over the last 5 years including an active contract for Demand Response services. Below is a detailed list of contracts

Date of Contract	Service	Contract Number	County Signatory
1/28/14	NYISO- Demand Response	024664	Gilbert Anderson
2/25/14	UtilityManagementServices	024584	Dennis Cohen

- i. **Supplemental Information:** Include any brief supplemental information that may be relevant to your qualifications for the work. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.

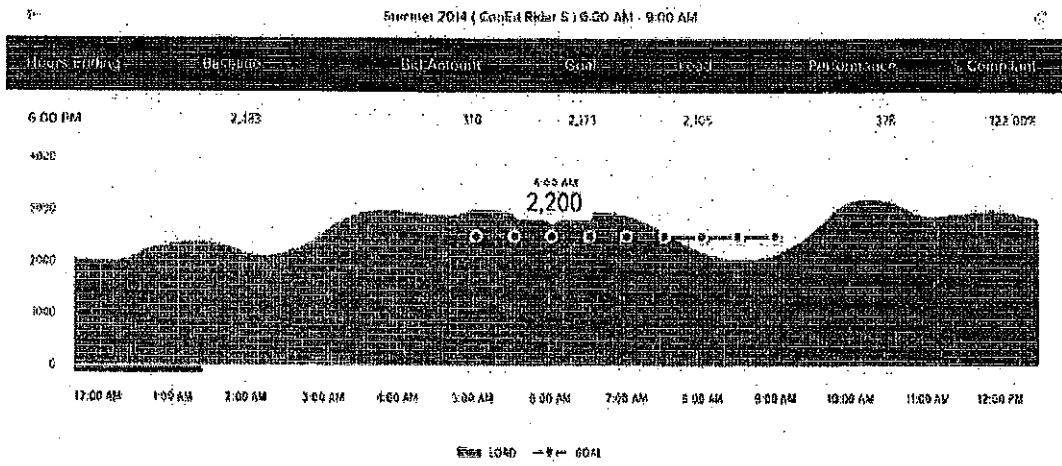
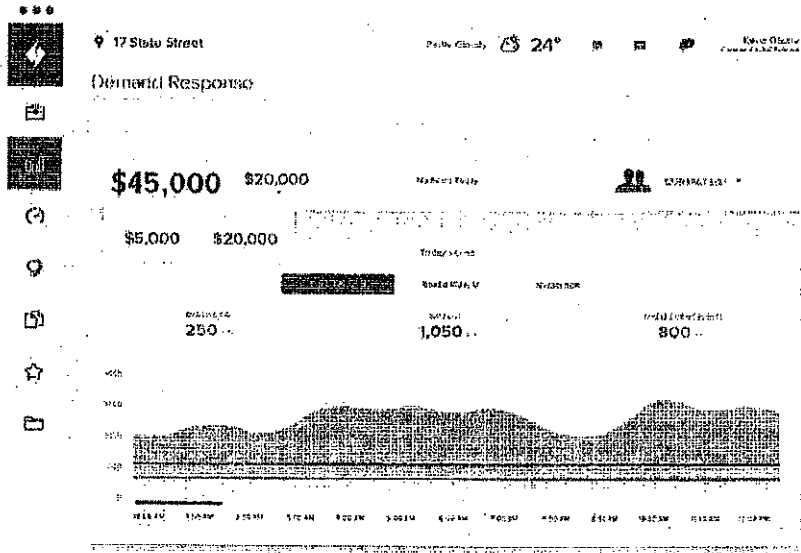
ESI Response:

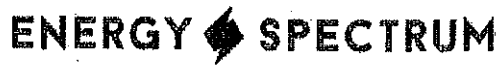
The power is in tools we provide on EnerPrize® including a Demand Response Information screen which gives the user an overall snapshot of current and past Demand Response participation information. The screen includes features such as current offerings in each Demand Response program in which it is enrolled, a history of offerings, and a list of current curtailment actions. EnerPrize® also has a Demand Response Event Monitor, which would allow both Energy Spectrum and Suffolk County Community College to view near real-time data relative to targeted levels of demand reduction during Demand Response events and tests. Near real time data, refreshed as frequently as it is received, is shown relative to the applicable baseline and targets for that program. There is also an indicator as to how much above or below the targeted demand, Suffolk

ENERGY SPECTRUM

County Community College is performing. This allows immediate response to over or underperformance, greatly increasing success in the programs.

The chart below illustrates the Demand Response dashboard





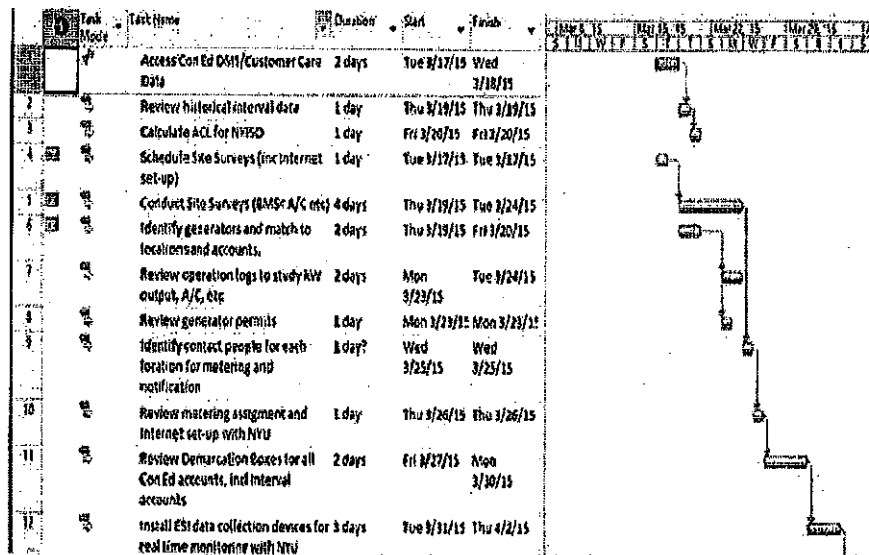
b. Quality Control

- i. **Operational Plan:** Describe how Company ensures performance through adequate management, supervision, review and control.

ESI Response:

ESI will be assigning a Project Manager to assist Suffolk County Community College and assure a clean implementation of your Demand Response services. This resource will be offered to Suffolk County Community College at no cost. Below is a project management Gantt Chart that that our Project Manager will be using while working with the Suffolk County Community College. As you can see we have Identified all necessary actions with associated time lines.

Gantt chart example



- i. **Record and Reporting Systems:** Describe Company's system for self-monitoring and ensuring maintenance of complete and accurate records.

ESI Response:

Energy Spectrum utilizes an enterprise self-monitoring and platform that assures complete records in areas such as taxes, payroll, AP, AR and compliance.

- ii. **Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

ESI Response:

Energy Spectrum has not had any notable operating problems in the last 5 years.

c. Financial Viability

ENERGY SPECTRUM

i. **Financial Statements**

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

ESI Response:

Please see Appendix A.

ii. **Indebtedness to County and/or College**

- (1) Submit a statement as to indebtedness, if any, to the County and/or College.

ESI Response:

Energy Spectrum does not have any indebtedness to the County or College.

- (2) Submit a listing of all outstanding liens, if any, against Company.

ESI Response:

Energy Spectrum does not have any outstanding liens

Liens and Litigation

- (1) Submit a summary of litigation, if any, against Company and its disposition.

ESI Response:

There are no cases of litigation against Energy Spectrum

1. **Proposed Services/Products:**

- a. **Understanding of Project/Service Requirements, Management Techniques and Approaches** – Convey your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. This includes information on the Company's management and approach as follows

- i. Summarize how you will respond to the specific scope of work, identifying the various management techniques, approaches and strategies that will be utilized under this Agreement.

ESI Response:

At Energy Spectrum, we take a unique approach to energy assessment. Our award winning experts conduct an Energy Audit of your property, gathering broad and specific data not only via meters and machine analysis, but also through personal interviews with those who manage the facilities daily. We synthesize this data to form a detailed portrait of your property's consumption and use it to craft a customized strategy. The initial stages of this energy demand scope we conduct

ENERGY SPECTRUM

through onsite engineering inspections and will then provide Suffolk County Community College with a written summary of our recommendations, complete with a facility curtailment strategy. We will also offer alternate solutions and suggestions on strategies that may not have met the acceptable revenue hurdle or that may have presented logistical problems that could hinder implementation. These recommendations will be provided with a "what if" scenario that will take into account potential future changes in energy rates, as well as anticipated changes, either positive or negative, in the various rebate and incentive programs. Working closely with the Suffolk Community College team we expect to have completed a mutually approved curtailment strategy that will serve as the foundation of our program. As we develop the approved strategy, we will also prepare and submit, for client's review an estimated timeline, with revenue projections. Additionally Energy Spectrum utilizes EnerPrize® in assisting clients to manage their demand charges by installing BMS alarms when a load level reaches a point that could result in increased demand charges. The chart below illustrates a demand management program that automatically invokes multiple load shed activities when demand reaches a defined level. The actions are sequential in that they move from one action to another until the desired outcome is reached. A limit per action can also be set; in this case no load shed action will exceed 10 minutes. The EnerPrize® chart below illustrates an example of this functionality.

Price Avoidance: Eligible Actions (6)

<input type="checkbox"/>	Name	Value	Estimated kWh Reduction
<input type="checkbox"/>	375 Park Avenue: VFD Change to 30 Hz	50	50
<input type="checkbox"/>	375 Park Avenue: VFD Change to 30 Hz	50	10
<input type="checkbox"/>	375 Park Avenue: Lobby Lighting Turn Off	Off	35
<input type="checkbox"/>	375 Park Avenue: Chiller Set to 71 Degrees	71	50
<input type="checkbox"/>	375 Park Avenue: Lobby Lighting Dim 50%	Off	10
<input type="checkbox"/>	375 Park Avenue: Chiller Set to 75 Degrees	75	60

Assign Selected Actions

ENERGY SPECTRUM

- i. Describe the level of continual two-way communication you will maintain with faculty and College administrators, including the process for advance notifications when test or event is declared.

ESI Response: Energy Spectrum employs an effective method of repeated verified communications to ensure reliable delivery of demand response curtailment notifications to clients. These are followed by additional confirmation to assure resource compliance with all events and tests. Energy Spectrum has also developed extensive off-hour emergency procedures. Energy Spectrum employs a multi nodal event communication strategy that includes email, text, phone calls to land lines and cellular devices and notification through our EnerPrize® platform. Energy Spectrum will take financial responsibility for any revenue impacts experienced by Suffolk County Community College as the result of an unsuccessful event notification.

The following process is followed for each New York Independent System Operator (NYISO) curtailment event and test:

21 Hour Notification (24 hours if called after 3 PM): We commit to transmit client notification within one (1) hour of our receipt of the notification.

2 Hour Notification (Day of the Event): We commit to transmit client notification within thirty minutes (30) of the receipt of the notification via the following methods:

PSEG-Long Island (if you choose to participate) Demand Response programs, the following process are followed for each Distribution Load Relief (DLRP) curtailment event/test:

2 Hour Notification (Day of the Event): We commit to transmit client notification within thirty minutes (30) of the receipt of the notification.

The following process is followed for each PSEG-LI Commercial System Relief Program Curtailment event/test:

21 Hour Notification (24 hours if called after 3 PM): We commit to transmit client notification within one (1) hour of our receipt of the notification.

2 Hour Notification (Day of the Event): We commit to transmit client notification within thirty minutes (30) of the receipt of the notification.

All notifications will be sent via the following methods:

- Automated e-mail notification to each designated client's representative
- Automated verified telephone notification to each designated representative
- Personal telephone calls where required to each designated client's representative

ENERGY SPECTRUM

- i. Identify the buildings that you anticipate will be metered and define any electricity reduction targets that may be required from the College.
- ii.

ESI Response: Based on the information provided we believe the following building may be strong candidates for participation.

Ammerman Campus

1. Ammerman
2. Auto Tech
3. Babylon Student Center
4. Brookhaven Gym
5. Huntington Library
6. Islip Arts
7. Riverhead
8. Smithtown
9. Southhampton
10. Maint. Warehouse

Grant Campus

1. Causmett Hall
2. Health Sports Center
3. Captree Commons
4. Sagtikos

Eastern Campus

1. Caumsett Hall
2. Orient
3. Shinnecock
4. Montaukett LRC

Please note, these are preliminary estimates based solely on type of use and square footage, we will be able to make a more exact recommendation upon performing a site visit.

ENERGY SPECTRUM

- i. Provide detailed information regarding the meters that will be installed at the College.

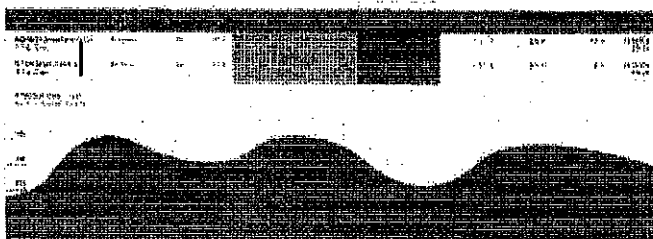
ESI Response:

Energy Spectrum has installed countless meters in its years as a RIP. These include meters on electric service, generators, cogenerators and submeters. Energy Spectrum is fully prepared to install meters wherever necessary for Suffolk County Community College and pursue funding from NYSERDA whenever possible. Data storage devices will be installed to record pulses from PSEG-LI demarc boxes. The data storage device collects and logs data from connected devices based on user selected intervals. Data from downstream devices is time stamped and stored locally in non-volatile memory until the next scheduled upload or manual download. An internet connection is needed to upload the data to the database, **EnerPrize™**. Installation and equipment costs of data storage devices will be assumed by Energy Spectrum as part of the demand response service to provide Real Time monitoring. This cost will not be deducted from curtailment revenue payments to Suffolk County College. Suffolk County Community College will only be responsible for providing internet access to the data storage devices.

- ii. Provide detailed information regarding the software and reporting tools offered by your Company.

ESI Response:

Energy Spectrum has developed its own proprietary online energy management system, **EnerPrize®**, which provides both its staff as well as its clients with a powerful, intuitive and integrated platform with a set of features that allow for the immediate access to a wide variety of energy related data. Critical data pertaining to utility and ESCO billing, tenant sub metering activity, interval energy consumption, hourly ISO electric pricing, BMS set points and weather data are all unified seamlessly on one unified platform. **EnerPrize®** allows users to track their Demand Response activity, as well as monitor event performance in real-time in order to ensure compliance and maximize earning potential; the screenshot below demonstrates this capability.



ENERGY SPECTRUM

- i. Submit necessary documentation to demonstrate that your Company is an approved NYISO Demand Response Program Aggregator at the time of response to this RFP.

ESI Response:
See Appendix B

- ii. Discuss any other specific or special qualifications for this project.

ESI Response:

Collectively we are beholden to timelines; although enrollment into the NYISO program can occur at any time there a bid for a particular month must occur 30 days in advance. Given the metering requirements we would ask for appropriate support from the assigned college resources. If SCCC chooses to participate in either of the PSEG-LI demand response programs registration and approval must be completed by April 1st 2017.

- d. Anticipated Issues and Resolutions – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

ESI Response:

Given our track record Energy Spectrum has a high level of confidence of success working with Suffolk County Community College. However when Demand Response opportunities don't meet expectations they are generally related to a lack of embracement by staff or a poorly planned and or executed curtailment strategy. We prevent these issues by working tightly with all identified stakeholders by collaborating on a strategy not dictating one. From there we communicate and detail the strategy with those involved in the actions. EnerPrize® provides numerous reports including real time monitoring that will allow operators to see curtailment, strategies, baselines, program methodologies and real or near real time performance against objectives. As an added and key assurance towards mutual success Energy Spectrum will guarantee an online resource during any demand response test or event. The chart below illustrates a real time monitor that will be seen by both you and your Energy Spectrum Customer Service rep. This along with the demand response dashboard optic will allow us to provide proactive recommendations and troubleshoot curtailment strategies that may not be working. Because EnerPrize® is so comprehensive we have the ability to see performance at a point or device level.

ENERGY SPECTRUM

e. **Cost Proposal:**

Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal. When identifying the proposer's staff, proposer shall not provide a list identifying their full staff. Inclusion of such a list may be considered as a lack of understanding of the project scope and requirements. Only those staff members that will be assigned to the project shall be identified.

ESI Response: Understood and Comply

- f. Cost proposals must include the following:
Proposed capacity payment to the College as a percentage of the NYISO monthly auction clearing price.

ESI Response:

Energy Spectrum provides very specific details about cost in the Section IV Cost Proposal section including a methodology model and revenue projections. ESI is proposing an 82% (SCCC) 18% (ESI) split on capacity and energy payment revenues.

- i. Proposed energy payment to the College as a percentage of the payments submitted and received by the Company for energy reduction.

ESI Response:

Energy Spectrum is proposing an 82% (SCCC) 18% (ESI) split for both the capacity and energy portions payments issued by the NYISO and potentially PSE&G-LI.

- j. Describe in detail the methodology of calculation of the payments to the College.

ESI Response:

Please see Section IV-Cost Proposal for specific details including our calculation methodology.

- ii. Describe the regularity of payments to the College, i.e. monthly, bi-annual, annual, as well as any specific payment schedules.

ESI Response:

Energy Spectrum pays the NYISO capacity payments on a monthly basis utilizing a pro-rated methodology assuming a 100% performance level. We will make adjustments in future monthly payments if the recurring performance is below 100%. Energy payments which are determined at the end of a performance season by NYISO are paid cumulatively when the payment amount is released by the NYISO. If Suffolk County Community College chooses to participate in the PSE&G-LI Demand Response programs (CSRP and DLRP) those payments are made in a one-time cumulative payment.

End of text for Section II

ENERGY SPECTRUM

Section III Scope of Work

1. Project Background

Suffolk County Community College (College) requires the Contractor to provide services in connection with utility management as it relates to the NYISO Energy Demand Program.

The College has three campuses located in Brentwood, Selden and Riverhead. Many of the buildings are fed from a single electric meter. The list of buildings with building sizes and date of construction is included below.

The College participated in demand response programs from 2001 to 2010 with six of the electric accounts. During that period, the College achieved actual summer period reductions of approximately 2,200 KW.

The College is interested in resuming participation in a demand response program that includes three new large buildings and several smaller buildings. The anticipated reduction is approximately 3,000 KW.

Existing Building Data:

AMMERMAN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Ammerman	1934	1996	30,858	27,245	Administrative
2	Auto Tech	1994	-----	20,000	17,907	Instr./shop
3	Babylon Student Ctr.	1965	2003	75,103	56,072	Student Ctr.
4	Brookhaven Gym	1963	2006	56,594	53,589	Athletic
5	Child Care Ctr.	1983	1993	3,648	3,475	Child Care
6	Cottage	1926	1980	3,190	2,852	Administrative
7	Cottage Garage		-----	639	570	Storage
8	Guard Booth, Main	1987	-----	17	16	Security
9	Guard Booth, West	2004	-----	60	60	Security
10	Huntington Library	1966	-----	82,927	61,774	Library
11	Islip Arts	1964	2006	98,077	71,732	Instr./Theater
12	Kreiling Hall	1934	1961	23,607	21,460	Instr./Science
13	NFL	1920	1998	23,869	22,308	Administrative
14	Maint. Warehouse	1970	-----	33,517	32,495	Facilities
15	Annex (Modular)	1999	-----	10,000	8,890	Instructional
16	North	1991	-----	7,864	6,378	Administrative
17	Riverhead	1968	-----	117,762	101,705	Instructional
18	Sewage Treat. Plant	1967	1983	1,150	1,136	Sewage Plant
19	Smithtown	1967	2003	60,529	56,288	Instr./Science
20	Southampton	1970	-----	70,944	60,160	Instructional
21	William J. Lindsey	2014		62,760		Instructional
Total				783,115		

ENERGY SPECTRUM

GRANT CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Caumsett Hall	1935	1990	40,824	37,333	Administrative
2	Child Care Ctr.	1988	1998	3,456	3,214	Child Care
3	Center Cottage	1935	-----	2,800	2,382	NYC Fire Dg.
4	Capree Commons		1990	29,964	26,859	Student Ctr.
5	Storage		1999	2,594	2,176	Auto Sop
6	Health/Sports Ctr.	2000	-----	277,626	221,546	Instr./Gym
7	Maintenance Storage	1991	-----	4,000	3,870	Warehouse
8	Maintenance	1935	-----	9,670	8,042	Facilities
9	Nesconset	1981	1995	17,584	15,985	Instructional
10	North Cottage	1935	-----	2,814	2,567	Security
11	Paumanok Hall	1995	-----	21,299	19,334	Instructional
12	Saetikos	1987	-----	109,876	87,875	Instr./Theater
13	Security	2000	-----	1,080	1,080	Security
14	South Cottage	1935	-----	2,820	2,544	Honors Prg.
15	Sally Slack (Modular)	2004	-----	19,511	17,864	Instructional
16	Asharoken (Modular)	2005	-----	19,026	17,234	Instructional
17	WDTC	2009		17,868		Instructional
Total				564,944	469,905	

EASTERN CAMPUS

No.	Building	Constr. Date	Reno. Date	Gross Area (sf)	Net Area (sf)	Use
1	Central Energy Plant	1975	-----	15,468	12,125	Facilities
2	Greenhouse 1	1995	-----	3,600	3,464	Greenhouse
3	Greenhouse 2	1986	-----	861	761	Greenhouse
4	Greenhouse 3	1986	-----	861	761	Greenhouse
5	Orient	1974	-----	33,442	29,842	Instructional
6	Peconic	1974	-----	42,661	36,480	Admin./Library
7	Shinnecock	1974	-----	35,595	31,760	Instr./Science
8	Sewage Treat. Plant	1974	-----	3,160	2,789	Sewage Plant
9	Corchaug (Modular)	2005	-----	15,561	14,528	Instructional
10	Woodlands	1996	2005	1,940	1,785	Instr./Art
11	Montaukett LRC	2012		35,994	22,496	Library
Total				189,143	156,791	

ENERGY SPECTRUM

1. Scope of Work

Contractor shall provide the following services:

- a. Serve as the College's Responsible Interface Party with NYISO and comply with any and all obligations related to this role.

ESI Response:

Comply and we'd also welcome the opportunity to act on the colleges behalf as your aggregator with the PSE&G-Long Island Demand Response programs which will bring additional revenue and sustainability benefits.

- b. Install electric sub-meters in those buildings identified in the proposal and subsequently approved by the College to be included in the program. Installations shall be performed by a licensed electrician. Contractor shall pay its employees, at a minimum, the prevailing wage rate as defined in Section 220 of the NYS Labor Law, schedule of wage rates, as applicable, for the work being performed. Copies of certified payrolls shall be submitted to the College for its records. All installation costs shall be the responsibility of the Contractor. The College will not compensate that Contractor for any costs associated with the program.

ESI Response:

Energy Spectrum will be providing a metering solution as part of our proposal to provide access to our EnerPrize software platform.

- c. Provide access to the College to all data produced by these meters. The College is interested in a real-time energy monitoring system through an Internet Based Communication System that has the capability to monitor the electrical consumption of enrolled buildings and be able to report the load shed when an event is called. It is most desirable that the data is reported in real-time (5) minute intervals. The system should also provide a secured interface that provides graphical information as well as the ability to run and print reports on an as-needed basis.

ESI Response:

Energy Spectrum offers real-time monitoring of utility meters utilizing our EnerPrize® energy portal. We currently have thousands of real-time monitoring points integrated into Enerprize®. Utility meters are usually integrated by using the pulse output and connecting them to a data collector. The data collector has multiple communication protocols allowing us to provide real time monitoring into Enerprize®. Energy Spectrum takes it further by offering a flexible budgeting tool that helps asset managers calculate budgetary projections for either one utility account, a mix of accounts, or an entire portfolio for usage and costs.

ENERGY SPECTRUM

We are pulling NYMEX data on a continuous basis for crude oil, natural gas and heating oil. The Chart below illustrates this report

Energy Trends

Commodity	Current Price	Change	Previous Price
Natural Gas	44.44	-1.51 ↓	45.95 ↓
Electric	25.66	2.40 ↑	23.26 ↓
Heating Oil	11.93	-2.30 ↓	14.23 ↓
Oil	22.22	2.50 ↑	19.72 ↓

1. Other Terms and Conditions

- a. This agreement shall be at no cost to the College.

ESI Response:

Understood and agreed.

- b. The College authorizes the Contractor, on an exclusive basis, to sell electric capacity (Capacity) into the NYISO Energy Demand Program.

ESI Response:

As the College's Responsible Interface Partner we

- c. The College agrees to participate in the year-round program which includes summer and winter capacity periods.

ESI Response:

Understood

- d. The Contractor shall provide as much advance notice as possible to the College when NYISO calls for an Emergency Event. Such notifications shall be through email and phone to the contacts provided by the College

ESI Response:

This is addressed in the Communications section of this proposal.

- e. The College agrees to perform any mandatory testing required under the program and begin curtailment when notified by the Contractor. The College will notify the Contractor if there is a change in its ability to reduce electricity usage by 30% or more.

ENERGY SPECTRUM

ESI Response:

We will be in close touch with the College as communication is the key. We will want to know about operational changes such as ECM's that are in motion or planned regardless of whether they're part of the current curtailment strategy. ESI would suggest a tighter notification than

30%. Although there are no penalties per se with the NYISO-SCR program there are performance factors that are tied directly into compensation. We have the ability to change the colleges aggregate bid amount annually to assure accuracy and credibility.

- f. The College shall not be subject to any out-of-pocket financial penalties by participating in this program, even if there is a failure to reduce electricity when called upon.

ESI Response: Understood and agreed.

- g. If deemed necessary, the Contractor shall submit to the College any back-up documentation required to support the appropriateness and accuracy of the payments made to the College.

ESI Response:

ESI will provide detailed payment reports for NYISO demand response performance. Additionally this information will be available at all times on our Enerprize® portal.

End of text for Section III

End of Text for Exhibit G