Energy Trust of Oregon

Posted: January 4, 2018
Proposals Due: February 2, 2018

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About Energy Trust

Energy Trust of Oregon is an independent nonprofit organization, selected and overseen by the Oregon Public Utility Commission, to lead Oregon ratepayers in benefiting from saving energy and generating renewable energy. Our services, cash incentives, and solutions have helped participating customers of Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas, and Avista save $6.9 billion on their energy bills. The cumulative impact of our leadership since 2002 has been a contributing factor in our region’s low energy costs and in building a sustainable energy future. More information about Energy Trust’s background, funding sources, strategic and action plans, policies and programs are available on our website at www.energytrust.org/about.

Introduction

Energy Trust is soliciting proposals to conduct an impact evaluation of its New Buildings (NB) program for energy savings achieved in 2015 and 2016.

The NB program began in August 2003 and is implemented by a Program Management Contractor (PMC) on behalf of Energy Trust. New Buildings serves new commercial construction, major renovations, tenant improvements, and building additions, including new multifamily. New Buildings helps customers design energy efficient buildings from early design to occupancy, utilizing a variety of services and incentives, including early design assistance, technical service incentives, technical review, and installation incentives. During the 2015 and 2016 program years, 740 NB projects were completed at 741 sites, with reported annual energy savings of approximately 97 gigawatt-hours and 1.2 million therms (Table 1). The 2015 and 2016 energy savings results are within the range of what the program achieved in the previous several years (Figure 1).

Table 1. Savings Achieved and Projects Completed in 2015-2016

<table>
<thead>
<tr>
<th>Year</th>
<th>Projects*</th>
<th>kWh savings</th>
<th>Therm savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>328</td>
<td>44,048,333</td>
<td>505,966</td>
</tr>
<tr>
<td>2016</td>
<td>420</td>
<td>52,751,149</td>
<td>666,185</td>
</tr>
</tbody>
</table>

Note: Number of projects and total savings may differ from official Energy Trust reports. Savings represent first-year, reported savings from each project.

* Sum of projects does not equal the total noted above because NB claimed savings for some projects over multiple years.
The NB program has several tracks that use different approaches to help customers select energy efficiency measures and quantify energy savings and incentive amounts.

- The **data center** track focuses specifically on data center opportunities.
- The **market solutions** track streamlines participation by presenting customers with “Good”, “Better”, “Best”, and “Very Best” packages of measures specific to different building types. This track uses workbooks based on pre-modeled prototype buildings to calculate energy savings and incentives.
- The **system-based** track uses a combination of individually selected prescriptive and custom calculated measures to quantify savings and incentives.
- The **whole building** track employs custom building simulation models developed by approved program allies to quantify whole building and measure-level energy savings. This track is typically reserved for large or complex projects expected to achieve relatively high savings. Path to Net Zero began as a pilot to push innovative designers and developers to try to achieve net zero energy use. These projects are now part of the whole building track, but are unique because of their aggressive goals and use of on-site renewables.

There is some crossover of analysis methods between tracks, especially for standard equipment measures, which use prescriptive savings based on standard assumptions and calculations. The mix of 2015-2016 program tracks, building types, and measure categories is listed in the following tables.

### Table 2. Savings and Projects Completed in 2015-2016, by Track

<table>
<thead>
<tr>
<th>Year</th>
<th>Program Track</th>
<th>Projects</th>
<th>kWh Savings</th>
<th>% of Total kWh</th>
<th>Therm Savings</th>
<th>% of Total Therms</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>Data Center</td>
<td>3</td>
<td>14,671,351</td>
<td>33%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>Market Solutions</td>
<td>53</td>
<td>7,067,752</td>
<td>16%</td>
<td>165,430</td>
<td>33%</td>
</tr>
<tr>
<td></td>
<td>System-Based</td>
<td>258</td>
<td>19,202,638</td>
<td>44%</td>
<td>293,003</td>
<td>58%</td>
</tr>
<tr>
<td></td>
<td>Whole Building</td>
<td>13</td>
<td>2,968,209</td>
<td>7%</td>
<td>40,570</td>
<td>8%</td>
</tr>
<tr>
<td></td>
<td>Path to Net Zero</td>
<td>1</td>
<td>138,383</td>
<td>0%</td>
<td>6,963</td>
<td>1%</td>
</tr>
<tr>
<td>Time Period</td>
<td>Program Track</td>
<td>Projects</td>
<td>kWh Savings</td>
<td>% of Total kWh</td>
<td>Therm Savings</td>
<td>% of Total Therms</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>-------------</td>
<td>----------------</td>
<td>---------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>328</td>
<td>44,048,333</td>
<td>100%</td>
<td>505,966</td>
<td>100%</td>
</tr>
<tr>
<td>2016</td>
<td>Data Center</td>
<td>3</td>
<td>14,539,357</td>
<td>28%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>Market Solutions</td>
<td>49</td>
<td>6,312,671</td>
<td>12%</td>
<td>145,175</td>
<td>22%</td>
</tr>
<tr>
<td></td>
<td>System-Based</td>
<td>350</td>
<td>27,911,890</td>
<td>53%</td>
<td>426,264</td>
<td>64%</td>
</tr>
<tr>
<td></td>
<td>Whole Building</td>
<td>13</td>
<td>3,502,514</td>
<td>7%</td>
<td>90,445</td>
<td>14%</td>
</tr>
<tr>
<td></td>
<td>Path to Net Zero</td>
<td>5</td>
<td>484,717</td>
<td>1%</td>
<td>4,301</td>
<td>1%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>420</td>
<td>52,751,149</td>
<td>100%</td>
<td>666,185</td>
<td>100%</td>
</tr>
</tbody>
</table>

Note: Number of projects and total savings may differ from official Energy Trust reports. Savings represent first-year, reported savings from each project.

Table 3. Savings and Projects Completed in 2015-2016, by Measure Category

<table>
<thead>
<tr>
<th>Measure Category</th>
<th>Projects**</th>
<th>kWh savings</th>
<th>% of total kWh</th>
<th>Therm savings</th>
<th>% of total Therms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lighting</td>
<td>469</td>
<td>34,013,844</td>
<td>35%</td>
<td>-954</td>
<td>0%</td>
</tr>
<tr>
<td>Custom other measure*</td>
<td>107</td>
<td>27,499,561</td>
<td>28%</td>
<td>171,124</td>
<td>15%</td>
</tr>
<tr>
<td>Market Solutions</td>
<td>68</td>
<td>8,066,410</td>
<td>8%</td>
<td>187,419</td>
<td>16%</td>
</tr>
<tr>
<td>Custom HVAC</td>
<td>34</td>
<td>8,018,139</td>
<td>8%</td>
<td>29,947</td>
<td>3%</td>
</tr>
<tr>
<td>LEED</td>
<td>10</td>
<td>1,773,867</td>
<td>2%</td>
<td>94,588</td>
<td>8%</td>
</tr>
<tr>
<td>Tanked water heater</td>
<td>100</td>
<td>1,773,867</td>
<td>2%</td>
<td>94,588</td>
<td>8%</td>
</tr>
<tr>
<td>Faucet aerator</td>
<td>157</td>
<td>824,461</td>
<td>1%</td>
<td>114,258</td>
<td>10%</td>
</tr>
<tr>
<td>Showerhead</td>
<td>100</td>
<td>1,366,627</td>
<td>1%</td>
<td>92,799</td>
<td>8%</td>
</tr>
<tr>
<td>Heat pump</td>
<td>41</td>
<td>3,888,374</td>
<td>4%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Food equipment</td>
<td>121</td>
<td>582,928</td>
<td>1%</td>
<td>103,434</td>
<td>9%</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>70</td>
<td>1,353,114</td>
<td>1%</td>
<td>46,138</td>
<td>4%</td>
</tr>
<tr>
<td>Boiler</td>
<td>23</td>
<td>1,301,757</td>
<td>1%</td>
<td>128,391</td>
<td>11%</td>
</tr>
<tr>
<td>Uninter. Power Supply</td>
<td>1</td>
<td>1,856,994</td>
<td>2%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Lighting controls</td>
<td>66</td>
<td>1,939,688</td>
<td>2%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Other measure</td>
<td>21</td>
<td>1,019,020</td>
<td>1%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Custom lighting</td>
<td>27</td>
<td>1,301,757</td>
<td>1%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Variable refrigerant flow</td>
<td>4</td>
<td>540,375</td>
<td>1%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Clothes washer</td>
<td>41</td>
<td>358,742</td>
<td>0%</td>
<td>6,407</td>
<td>1%</td>
</tr>
<tr>
<td>Custom insulation</td>
<td>16</td>
<td>544,683</td>
<td>1%</td>
<td>478</td>
<td>0%</td>
</tr>
<tr>
<td>Gas furnace</td>
<td>40</td>
<td>1,034</td>
<td>0%</td>
<td>17,320</td>
<td>1%</td>
</tr>
<tr>
<td>Tankless water heater</td>
<td>17</td>
<td>0</td>
<td>0%</td>
<td>16,757</td>
<td>1%</td>
</tr>
<tr>
<td>Motors</td>
<td>8</td>
<td>414,279</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Air sealing</td>
<td>13</td>
<td>315,195</td>
<td>0%</td>
<td>954</td>
<td>0%</td>
</tr>
<tr>
<td>Ventilation</td>
<td>13</td>
<td>254,577</td>
<td>0%</td>
<td>518</td>
<td>0%</td>
</tr>
<tr>
<td>Economizer</td>
<td>16</td>
<td>200,803</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Radiant heating</td>
<td>3</td>
<td>3,690</td>
<td>0%</td>
<td>5,243</td>
<td>0%</td>
</tr>
</tbody>
</table>
### Measure Category

<table>
<thead>
<tr>
<th>Measure Category</th>
<th>Projects**</th>
<th>kWh savings</th>
<th>% of total kWh</th>
<th>Therm savings</th>
<th>% of total Therms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom refrigeration</td>
<td>4</td>
<td>161,008</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Controls</td>
<td>5</td>
<td>75,560</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Custom gas measure</td>
<td>5</td>
<td>594</td>
<td>0%</td>
<td>11,674</td>
<td>1%</td>
</tr>
<tr>
<td>Night covers</td>
<td>4</td>
<td>121,000</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Icemaker</td>
<td>46</td>
<td>59,313</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Custom windows</td>
<td>4</td>
<td>171,922</td>
<td>0%</td>
<td>8</td>
<td>0%</td>
</tr>
<tr>
<td>Gas unit heater</td>
<td>3</td>
<td>0</td>
<td>0%</td>
<td>1,702</td>
<td>0%</td>
</tr>
<tr>
<td>HVAC</td>
<td>17</td>
<td>47,441</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Custom building control</td>
<td>1</td>
<td>4,918</td>
<td>0%</td>
<td>1,033</td>
<td>0%</td>
</tr>
<tr>
<td>Server Closet AC</td>
<td>10</td>
<td>15,246</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Custom lighting control</td>
<td>1</td>
<td>4,318</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>740</strong></td>
<td><strong>96,799,482</strong></td>
<td><strong>100%</strong></td>
<td><strong>1,172,152</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Note: Number of projects and total savings may differ from official Energy Trust reports. Savings represent first-year, reported savings from each project.

* "Custom other measure" includes data center measures.

** The number of projects does not sum to the total because more than one type of measure is typically installed in a given project.

### Table 4. Savings and Projects Completed in 2015-2016, by Building Type

<table>
<thead>
<tr>
<th>Building Use Type</th>
<th>Projects</th>
<th>kWh Savings</th>
<th>% of Total kWh</th>
<th>Therm Savings</th>
<th>% of Total Therms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Property*</td>
<td>132</td>
<td>21,077,603</td>
<td>22%</td>
<td>508,424</td>
<td>43%</td>
</tr>
<tr>
<td>Warehousing and Storage</td>
<td>74</td>
<td>12,206,606</td>
<td>13%</td>
<td>52,640</td>
<td>4%</td>
</tr>
<tr>
<td>Data Center</td>
<td>5</td>
<td>29,217,714</td>
<td>30%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Retail</td>
<td>85</td>
<td>9,460,569</td>
<td>10%</td>
<td>56,429</td>
<td>5%</td>
</tr>
<tr>
<td>Hospitality</td>
<td>97</td>
<td>2,487,654</td>
<td>3%</td>
<td>165,444</td>
<td>14%</td>
</tr>
<tr>
<td>Office</td>
<td>81</td>
<td>6,000,731</td>
<td>6%</td>
<td>52,166</td>
<td>4%</td>
</tr>
<tr>
<td>Education</td>
<td>63</td>
<td>3,167,971</td>
<td>3%</td>
<td>155,085</td>
<td>13%</td>
</tr>
<tr>
<td>Health</td>
<td>40</td>
<td>3,146,337</td>
<td>3%</td>
<td>40,025</td>
<td>3%</td>
</tr>
<tr>
<td>Gym/Athletic Club</td>
<td>7</td>
<td>560,684</td>
<td>1%</td>
<td>61,637</td>
<td>5%</td>
</tr>
<tr>
<td>Parking Structure/Garage</td>
<td>6</td>
<td>1,755,726</td>
<td>2%</td>
<td>101</td>
<td>0%</td>
</tr>
<tr>
<td>Auto Services</td>
<td>24</td>
<td>1,398,385</td>
<td>1%</td>
<td>14,093</td>
<td>1%</td>
</tr>
<tr>
<td>Manufacturing**</td>
<td>37</td>
<td>2,091,361</td>
<td>2%</td>
<td>8,660</td>
<td>1%</td>
</tr>
<tr>
<td>Amusement/Recreational</td>
<td>8</td>
<td>1,226,028</td>
<td>1%</td>
<td>15,750</td>
<td>1%</td>
</tr>
<tr>
<td>Assembly</td>
<td>28</td>
<td>778,483</td>
<td>1%</td>
<td>9,855</td>
<td>1%</td>
</tr>
<tr>
<td>Unspecified</td>
<td>7</td>
<td>229,521</td>
<td>0%</td>
<td>21,167</td>
<td>2%</td>
</tr>
<tr>
<td>Police</td>
<td>5</td>
<td>570,606</td>
<td>1%</td>
<td>192</td>
<td>0%</td>
</tr>
<tr>
<td>Courthouse/Probation Office</td>
<td>3</td>
<td>297,843</td>
<td>0%</td>
<td>1,583</td>
<td>0%</td>
</tr>
<tr>
<td>Transportation Infrastructure</td>
<td>17</td>
<td>387,965</td>
<td>0%</td>
<td>46</td>
<td>0%</td>
</tr>
</tbody>
</table>
### Building Use Type Projects kWh Savings % of Total kWh Therm Savings % of Total Therms

<table>
<thead>
<tr>
<th>Building Use Type</th>
<th>Projects</th>
<th>kWh Savings</th>
<th>% of Total kWh</th>
<th>Therm Savings</th>
<th>% of Total Therms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Protection</td>
<td>3</td>
<td>8,144</td>
<td>0%</td>
<td>6,757</td>
<td>1%</td>
</tr>
<tr>
<td>Agriculture, Forestry, etc.</td>
<td>8</td>
<td>433,082</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Museum</td>
<td>1</td>
<td>100,465</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Government/Public Sector</td>
<td>3</td>
<td>54,308</td>
<td>0%</td>
<td>957</td>
<td>0%</td>
</tr>
<tr>
<td>Military</td>
<td>1</td>
<td>54,090</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Library</td>
<td>2</td>
<td>31,326</td>
<td>0%</td>
<td>96</td>
<td>0%</td>
</tr>
<tr>
<td>Jail/Reformatory/Penitentiary</td>
<td>1</td>
<td>26,347</td>
<td>0%</td>
<td>208</td>
<td>0%</td>
</tr>
<tr>
<td>Utilities</td>
<td>1</td>
<td>12,797</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Other Industrial Services</td>
<td>1</td>
<td>17,136</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Bank/Financial Institution</td>
<td>1</td>
<td>0</td>
<td>0%</td>
<td>839</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>740</strong></td>
<td><strong>96,799,482</strong></td>
<td><strong>100%</strong></td>
<td><strong>1,172,152</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Note: Number of projects and total savings may differ from official Energy Trust reports. Savings represent first-year, reported savings from each project.

* Multifamily properties contained an average of 95 units.

** New Buildings provides incentives for the construction of new industrial facilities for measures not related to production processes. Energy Trust’s Production Efficiency program provides incentives for efficient production processes and equipment and maintains the relationships with industrial customers. It will be necessary to coordinate with the Production Efficiency program when visiting industrial sites.

More information about the design, budget, goals and accomplishments of the NB program, as well as past impact evaluation reports, can be found on Energy Trust’s website at: [https://www.energytrust.org/about/reports-financials](https://www.energytrust.org/about/reports-financials).

### Research Objectives

Energy Trust performs process and impact evaluations on all of its programs on a regular basis. The most recent NB impact evaluation was completed in 2017 and covered the 2014 program year. Other recent individual project impact evaluations have analyzed very large projects completed in program years from 2011-2014. These projects were evaluated separately due to their large savings, the importance of the customers to the program, and the need to evaluate savings on a different schedule than allowed by the overall program impact evaluation. The results from these studies were used in Energy Trust’s annual true-up process.

The goals of the 2015-2016 impact evaluation are to:

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- Develop reliable estimates of NB program gas and electric savings for the 2015 and 2016 program years. This information will be used for program savings projections and budget developments and will be incorporated into Energy Trust’s annual true-up of program gas and electric savings.
- Coordinate evaluation site visits with NEEA’s Oregon Commercial Code Evaluation (OCCE) study to minimize disruption to NB participants.
- Incorporate impact evaluation results for 2015 and 2016 NB projects that were evaluated individually. This includes a phased 2014-2016 project that was evaluated during the 2014 impact evaluation. It also includes the five largest NB projects included in NEEA’s OCCE study sample, currently being evaluated in the course of that project.
- Report important observations about NB projects and make recommendations for specific changes that will help Energy Trust improve the accuracy of future program savings estimates and the results of future impact evaluations.

Tasks

It is anticipated that the selected evaluator will be required to undertake the following major tasks and the submitted proposal should address these topics:

**Task 1. Conduct Study Kick-off**

The evaluator is expected to work closely with program and evaluation staff throughout the evaluation project. The evaluator will have an opportunity to meet with Energy Trust and PMC staff at an evaluation kick-off meeting to establish points of contact with the program, discuss points of coordination, and present the proposed evaluation project plan and project schedule.

Prior to the kick-off meeting, the Energy Trust Evaluation Project Manager will provide the evaluator with the program’s technical guidelines, documentation, and project tracking data for the program year to be evaluated, which will serve as the sample frame. The evaluator should familiarize themselves with the program design, technical documents, and sample frame prior to the kick-off meeting to ensure a productive meeting. The evaluator will also provide Energy Trust with the proposed evaluation plan so that Energy Trust and PMC staff may review it in advance to help facilitate discussion during the meeting.

At the kick-off meeting, the evaluator will present the proposed evaluation plan, including research methodologies, sample design, data collection, analysis, and report preparation. The evaluator will also discuss the project schedule, including a timeline of activities that require input from program staff, and protocols for contacting and communicating with participants. The kick-off meeting will allow the evaluator to obtain input on the proposed evaluation plan from Energy Trust and PMC staff, which will feed into the work plan described in Task 2. The evaluator will also use the kick-off meeting to establish points of contact with the program to support a successful evaluation.
Deliverables:
- Proposed evaluation plan
- Participation in a kick-off meeting

Task 2. Develop Work Plan and Coordinate with Program Staff

Energy Trust will provide the evaluator with program activity data for 2015 and 2016, along with other project documentation necessary to develop a sampling plan. Based on feedback received on the evaluation plan at the kick-off meeting and their review of program data and documents, the evaluator will develop a detailed work plan and schedule of tasks and deliverables. The work plan will contain:
- Evaluation goals
- Evaluation methodologies
- Sampling plan
- Communications plan
- Coordination points with PMC staff
- Schedule of tasks and deliverables

The sampling plan component of the work plan will be based on the evaluation methodologies and major building and measure types of interest. The sample should be comprised of sites representing a majority of program savings. Stratified random sampling will be used to maximize the precision of the results and analyze specific components of the program. The sample frame will first be stratified by the 6-10 most important building types. Within each building type, a census stratum will be selected from the top 1-2 gas and electric saving projects to ensure that the largest projects are included in the sample. The remaining projects in each building type may be further stratified by major measure category or type of analysis. Projects will be randomly selected within each stratum. The sampling plan will include at a minimum the stratification scheme, number of projects to be selected within each stratum, program areas that will be over- or under-sampled, and expected confidence and precision levels of results. The evaluator will provide a draft sampling plan to Energy Trust Evaluation Project Manager to review and approve. The evaluator will incorporate feedback into the sampling plan, as needed.

The communications plan component of the work plan will detail how customer communications will be handled and coordinated between the evaluator, the Energy Trust Evaluation Project Manager, Energy Trust program staff, and PMC staff. The goal is to make the evaluation run efficiently, ensure convenience to participants and preserve the relationship between participants and the program. Due to the close, continuous nature of relationships between the program and participants, care must be taken in requesting time and information from customers; program staff input from the kick-off meeting will be used to formulate a communications plan. Specifically, the evaluator will work with PMC staff to make the initial contact with participants as part of the recruitment process. For census stratum projects, participant recruitment and communication will be handled with additional sensitivity, including closer coordination and direct interface with PMC staff. The evaluator must
consider that large commercial customers with complex projects often take much longer to arrange site visits with and fulfill data requests. The evaluator will provide a draft communications plan to Energy Trust and PMC staff to review and discuss. The evaluator will incorporate staff feedback into the final plan, as needed.

The evaluator will identify major coordination points with Energy Trust and PMC staff and build-in review periods for major work products, including the:

- Sampling plan (Task 2)
- Communications plan (Task 2)
- List of sampled sites (Task 3)
- Data collection tool and facility operator interview guide (Task 3)
- Site-specific evaluation plans (Task 3)
- Site-specific analysis results (Task 5)

Follow-up meetings may be necessary to discuss certain topics in-depth. Review of major work products and possible follow-up meetings may require significant work and communication on the part of both the evaluator and PMC staff. The evaluator will set reasonable timelines for review of each work product in the evaluation schedule and include timelines for each deliverable. Energy Trust expects the evaluator to manage all aspects of the evaluation to meet the approved schedule.

In addition to coordinating with Energy Trust and the PMC, the evaluator will also be expected to coordinate site visits with NEEA’s Oregon Commercial Code Evaluation study, which will be in the field at the same time and possibly visiting some of the same buildings. The goal will be to identify buildings that are in both the NEEA and NB impact evaluation samples and coordinate efforts to minimize disruption to NB program participants, such as avoiding multiple site visits to the same site.

A draft work plan will be presented to Energy Trust Evaluation Project Manager for review and approval. The selected evaluator will provide a final work plan addressing feedback from the Energy Trust Evaluation Project Manager.

**Deliverables:**

- Draft and final work plan (includes evaluation goals, methodology, sampling plan, communications plan, coordination points, and schedule)

**Task 3. Develop Site-Specific Evaluation Plans and Data Collection Tools**

Once the sampling plan and work plan are finalized, the evaluator will draw the sample and provide a list of sampled sites to Energy Trust and PMC staff to review and discuss. Based on the feedback received from staff, some sites may need to be replaced in the sample. In addition, Energy Trust will identify any sites that may overlap with the sample selected for NEEA’s (OCCE) study, being conducted by Ecotope. The evaluator will be expected to either coordinate with Ecotope on these
site visits, modify the evaluation plan to preclude site visits being conducted for both projects, or replace the site in the sample.

The evaluator will develop a general data collection tool and facility operator interview guide to be used during site visits. These tools should cover the types of measures and end uses observed in the sites selected for evaluation. The drafts will be provided to the Energy Trust and PMC staff for review before being finalized and used in the field. The evaluator will incorporate any staff feedback into the final tool and interview guide.

For the sample of selected sites, the evaluator will prepare draft site-specific evaluation plans that detail the level and type of information to be collected for each site and the method of collection (e.g., facility operator interview, on-site inspection, collection from Energy Management System (EMS), email request to participant without need for site visit, etc.). It is anticipated that these plans will be more complex for whole building projects and system-based projects with measures using custom engineering analysis. These plans will be less complex for market solutions projects and system-based projects with deemed or calculated savings measures. For projects with custom engineering analysis or whole building simulation modeling, the evaluator will provide the site-specific evaluation plans to Energy Trust and PMC staff for review. The evaluator will incorporate staff feedback into the final site evaluation plans.

**Deliverables:**
- Draft and final list of sampled sites
- Draft and final data collection and facility operator interview guide(s)
- Draft and final site-specific evaluation plans

### Task 4. Conduct Site Visits and Facility Operator Interviews

Once the list of sampled sites and site-specific evaluation plans are finalized (Task 3), PMC staff will provide the evaluator with an introduction to the appropriate participant contact, according to the communications plan developed in Task 2. The evaluator will then recruit the sampled 2015 and 2016 program participants and perform primary data collection in the form of site visits and facility operator interviews. The evaluator will follow the communications plan throughout recruitment, site visits, and interviews. As noted in Task 3, not every sampled site will require a site visit, depending on the planned evaluation activities, and a facility operator interview or provision of key operational data may suffice. Proposals should specify an estimated number of site visits that the budget can accommodate, along with an estimated number of projects using an alternative data collection method.

The site visits will be coordinated to minimize disruption to site personnel. The evaluator will collect data in accordance with the site-specific evaluation plans, including the as-built and occupancy characteristics of the building and its energy efficiency measures, which will be compared to data collected by the program. Information on building operations and management will also be collected in some cases, depending on the complexity of the project. As noted above, additional
coordination with Ecotope will be required for data collection activities with sites included in NEEA’s OCCE study.

For all site visits, the evaluator will physically inspect and verify the installation of incented measures and equipment. This includes verifying that equipment is operating correctly and recording model numbers, equipment efficiencies, capacities, fuel used, and other pertinent information. For measures with deemed or calculated savings, verification of installation, operation, equipment specifications, and any calculation inputs may be all that is required to evaluate the energy savings. Measures with very high savings, custom engineering analyses, and complex projects will necessitate more detailed data collection and analysis.

For sites with savings based on building simulation modeling, the characteristics and operations data collected by the evaluator should be sufficient to perform a calibrated building simulation model comparing the building to the baseline building construction and operation practices. Energy Trust will provide the original simulation models and energy usage data from utility bills for applicable sites; other data, such as data from an EMS may be obtained directly from the participant by the evaluator. Building characteristics, occupancy, operational data, energy usage data, and other information collected on-site will be used to estimate gross kWh and therm savings at the whole building and major end-use (HVAC and lighting) levels.

Facility operators will be interviewed to provide the evaluator with information about the operations of their buildings and installed equipment and their experience with New Buildings. It is expected that this will be done as part of the site visit but, if necessary, additional interviews will be performed. The content and complexity of the interviews will be scaled according to the savings and complexity of the project.

**Deliverable:**
- Chapter in final report documenting the data collection processes

**Task 5. Impact Analysis**

The evaluator will analyze the data collected in Task 4 to develop:

- Estimates of total program electric and gas savings by year, with a breakdown by sample stratum, measure category, and building type
- Estimates of program level electric and gas realization rates by year, with a breakdown by sample stratum, measure category, and building type

To estimate program-level savings and realization rates, site-level evaluated savings will be rolled up through a savings-weighted expansion, based on the sample

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4 In order to receive energy usage data, the selected evaluation firm and all employees handling energy usage data must sign Energy Trust’s Utility Customer Information Confidentiality Agreements (see Appendix B for language of these agreements).
stratification scheme. It is expected that site-level energy savings will be estimated through one or more of the following techniques:

- Verification
- Engineering calculations
- Metering
- Calibrated building simulation models

**Verification:** As noted in Task 3, the evaluator will physically verify installed equipment during site visits and collect basic equipment information. The evaluator will compare this information to program records to determine if there are any discrepancies, if equipment meets program requirements, and if it is operating as intended.

**Engineering calculations:** The evaluator will review the engineering calculations and inputs that were used to estimate savings. Inputs that were derived from on-site data collection, EMS data, and interviews will be used to re-estimate savings and compare them with initial savings estimates.

**Metering and utility billing data:** Short-term metering of equipment, available EMS data, or utility billing data, might provide the evaluator greater insight into the operation of the building, its equipment, and its actual energy load, especially for more complex measures and projects.

**Simulation models:** The evaluator will review the building energy simulation models that were run and developed by the PMC or program allies. The evaluator will calibrate the simulation models to actual utility billing data using the as-built and as-operated information collected on-site and from interviews, EMS data, and short-term metering. The calibrated simulation models will be run and measure-level and whole building savings will be estimated. Calibrated savings will be compared to the *ex ante* savings estimates.

The evaluator will provide site-specific analysis results to Energy Trust and PMC staff for review from projects that utilized custom engineering analysis or whole building simulation modeling. The analysis results should include site-specific evaluated savings and realization rates, as well as a description of parameters that were adjusted and rationale. The evaluator will incorporate staff feedback into the final results as needed.

Energy Trust will provide the evaluator with site-specific evaluation results for seven 2015 and 2016 NB projects that were evaluated separately. The evaluator will incorporate these results into the sample as certainty sites and use them in the estimation of program savings and realization rates.

Beyond reliable program, measure category, and building type savings estimates, Energy Trust is interested in observations and recommendations to help it more
effectively forecast project energy savings, evaluate New Buildings and document the implementation status of recommendations made in previous evaluations. Energy Trust is interested in having the evaluator answer the following questions through the tasks in this evaluation:

- Are there any specific aspects of the energy simulation models, engineering calculations, analytic approaches, or baselines used in the energy savings analyses that may be of concern to Energy Trust?
- Are there any improvements that could be made to the PMC’s technical review of energy savings analyses?
- Are there any obvious errors in any of the assumptions used in energy savings analyses, either in the original savings estimates or in verification of energy savings?
- What factors result in large variances in ex ante vs evaluated savings (assumptions too conservative, incorrect hours of operation, etc.)?
- Are there external factors affecting the program’s ability to forecast and estimate savings?
- Were recommendations made in previous impact evaluations implemented, and if so, how have these changes affected the program?
- Do you have any specific recommendations regarding the energy savings analysis approaches and assumptions used by the program?

**Deliverable:**
- Site-specific analysis results
- Chapter(s) in final report on the analysis and findings

**Task 6. Reporting**

The evaluator will be required to provide Energy Trust with a draft report, submitted to the Evaluation Project Manager. The draft will be reviewed and commented on by Energy Trust staff, PMC staff, Energy Trust Board Evaluation Committee members, and other parties deemed appropriate by Energy Trust. Based upon these comments, the evaluator shall make revisions and deliver to Energy Trust a final version of the report. Achieving an acceptable final report may take more than one iteration between the evaluator and Energy Trust. Where applicable, data, phone conversations, non-confidential sources, publications, and other media used in the report must be referenced and cited. It is anticipated that any respondents or sources can be promised confidentiality in terms of attribution of responses. Findings and conclusions shall be based on the information collected by the evaluator and referenced in the reports. The use of tables and graphs is recommended for material that does not lend itself well to narrative form, as well as for important findings. All evaluation reports must include, at a minimum, executive summary, methodology, findings, and conclusions and recommendations sections.

The evaluator will be required to submit monthly status reports presenting (1) a summary of accomplishments during the previous month, (2) current month’s activities/plans; (3) variances in schedule and budget, including any necessary
explanations; and if applicable, (4) issues or concerns to be addressed with proposed solutions. These reports are due by the 10\textsuperscript{th} of every month and must accompany the invoice, starting with the first month after the final work plan has been delivered.

**Deliverables:**
- Draft and final evaluation reports
- Monthly status reports

**Schedule**

The draft report will be delivered to Energy Trust by October 12, 2018. A final report will be delivered within two weeks of having received all comments and edits on the submitted draft. The contractor will be required to provide a monthly evaluation update to Energy Trust on the 10\textsuperscript{th} of every month.

**Budget**

It is anticipated that the approximate budget for the scope as described in this RFP will be in the neighborhood of $425,000; however, Energy Trust reserves the right to revise budget assumptions at any time. The proposal should be bid as a time-and-materials, “not-to-exceed” type contract.

**Proposal Requirements**

Respondent’s proposal must contain:

1. **Proposal Information**
   1) A description of the firm’s qualifications, including key staff, to conduct an impact evaluation of a multifaceted new commercial construction energy efficiency program, not to exceed five (5) pages.
   2) A technical proposal, not to exceed 15 pages, including proposed technical approach to the specific tasks identified in the “Tasks” section above, as well as the firm’s proposed approach to the project overall, project team, and management plan.
   3) A proposed schedule of deliverables, not to exceed one (1) page. This should include a project kick-off meeting scheduled within two (2) weeks of awarding the contract.
   4) A detailed budget broken out by task and by individual staff member, not to exceed one (1) page. Key individuals should be identified by name, with billing rates for each. Please use the budget template (below).
   5) Resumes of key staff and subcontractor team members who will be executing the work scope.
Please note the overall 22-page limit for proposals referenced above. This page limit does not include resumes of proposed staff.

**Budget Template**

<table>
<thead>
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<th>Staff Name</th>
<th>Hourly Rate</th>
<th>Hours Per Task</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Task 1</td>
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</tbody>
</table>

2. **Conflict of Interest Disclosure**

Respondents should disclose any direct or indirect, actual or potential conflicts of interest Respondents may have with Energy Trust in its proposal. A “direct or indirect conflict” is defined as any situation in which an individual or a member of their family or close business or personal acquaintance, is employed by Energy Trust or the OPUC, or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of Energy Trust, whether because of a proposed contract or transaction to which Energy Trust may be a party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests or affairs.

If no conflict is identified by Respondent, the proposal will explicitly provide such a statement in their RFP response. The determination of whether a conflict or interest exists is left to the sole discretion of Energy Trust.

3. **Representations and Signatures Page**

Respondent’s proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal. Respondent’s duly authorized officer or agent shall sign [Appendix A](#) certifying to the representations stated on [Appendix A](#).

**Proposal Selection Criteria**

Proposals will be judged on the following criteria, and any other factors deemed relevant by Energy Trust:

- Project proposal, including proposed approach to specific evaluation tasks and the evaluation overall
- Proposed customer communication and customer service strategy
- Experience of proposed staff (including key staff from all subcontractors that will be involved in the evaluation) and management plan
- Experience of firm (including all subcontractors that will be involved in the evaluation)
• Proposed budget and schedule of deliverables

Schedule & Administration of Proposal Selection Process

RFP Schedule:

- **January 4, 2018**  RFP issued
- **January 12, 2018**  Intent to bid due
- **January 12, 2018**  Questions/request for additional information due
- **January 19, 2018**  Response to questions sent no later than
- **February 2, 2018**  Proposals due

Requests for Additional Information and Proposal Submission

Any questions and/or requests for clarification or additional information regarding this RFP, as well as stating intent to bid on the project, must be submitted via email to the contact named below by **January 12, 2018**. Stating intent to bid does not obligate a respondent to submit a proposal. Only electronically submitted proposals (in PDF form) will be accepted; faxed or print proposals will not. A signed letter of transmittal (cover letter) is required, but can be scanned and submitted along with the proposal. All proposals must be received by 5pm PST on **February 2, 2018**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFP. Please submit proposal to:

Dan Rubado  
Evaluation Project Manager  
Energy Trust of Oregon  
Phone: 503.459.4069  
Email: dan.rubado@energytrust.org

Revisions to RFP

If it becomes necessary to revise any part of this RFP, an addendum will be issued by Energy Trust and will be posted on the website. Respondents should contact Energy Trust if they find any inconsistencies or ambiguities to the RFP. Clarification given by Energy Trust may become an addendum to the RFP.

Withdrawal and Modification of Proposals

Respondents may withdraw their proposal and submit a revised proposal prior to the response deadline. After the response deadline, Respondent initiated changes will not be accepted. Respondents may withdraw their proposal from consideration at any time.

Proposal Evaluation and Notification for Negotiations

Energy Trust will review the proposals as received and will initiate negotiations with the leading Respondent(s).
RFP GOVERNING PROVISIONS

All submitted proposals are subject to the following additional provisions.

Right to Accept or Reject Proposals, Multiple Awards

Energy Trust reserves the right to make multiple awards, reject any and all proposals and to waive any nonconformity in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part as it is deemed in Energy Trust’s best interest. Energy Trust may also choose to negotiate any of the details of proposals prior to contracting.

Confidentiality

Respondents shall clearly identify only those portions of their proposals that they do not want revealed to third parties and label such portions as “Confidential Information”. Except as required under law or for regulatory purposes Energy Trust will maintain confidentiality of such information. Energy Trust will not accept proposals or other documents that are marked to indicate the entire document is the confidential or proprietary information of the sender or that restricted handling is required. Normal business practices will be observed in handling proposal materials.

Ownership and Return of Proposals

All materials submitted in response to this RFP shall become the property of Energy Trust and shall not be returned to the respondent.

No Verbal Addendums

No verbal agreement or conversation made or had at any time with any officer, agent, or employee of Energy Trust, nor any oral representation by such party shall add to, detract from, affect or modify the terms of the RFP, unless specifically included in a written addendum issued by Energy Trust.

Proposal Costs

Each proposal prepared in response to this RFP will be prepared at the sole cost and expense of the Respondent and with the express understanding that there will be no claims whatsoever for reimbursement from Energy Trust.

Waiver of Claims

Respondent waives any right it may have to bring any claim, whether in damages or equity, against Energy Trust or its officers, directors, employees, or agents, with respect to any matter arising out of any process associated with this RFP.
Energy Trust Rights Reserved

Energy Trust reserves the right, in its sole discretion, to reject any or all proposals in whole or in part, to waive any minor irregularities or informalities in a proposal, and to enter into any agreement deemed to be in their best interests. In addition to any other enumerated reserved rights and/or options as stated in this RFP, Energy Trust may in its sole discretion do any one or more of the following:

- Determine which proposals are eligible for consideration in response to this RFP.
- Disqualify proposals that do not meet the requirements of this RFP, in the sole determination of Energy Trust.
- Negotiate with any Respondent to amend any proposal.
- Select and negotiate and/or enter into agreements with Respondents who, in Energy Trust's sole judgment, are most responsive to the RFP and whose proposals best satisfy the interests of Energy Trust, in its sole discretion, and not necessarily on the basis of price alone or any other single factor.
- Issue additional subsequent solicitations for proposals, including withdrawing this RFP at any time and/or issuing a new RFP that would supersede and replace this one.
- Vary any timetable or schedule, add or change any provisions discussed herein.
- Conduct any briefing session or further RFP process on any terms and conditions.
- Suspend or modify the RFP process at any time.
- Enter into relationships with more than one Respondent.

Resulting Contract

The selected respondent will be required to execute a written contract with Energy Trust to perform the evaluation work. No award will be considered a commitment, and no obligations or legal relations shall exist between Energy Trust and the selected respondent until a final and binding contract has been executed by and between Energy Trust and the contractor. Time is of the essence with regard to this program, and prolonged contract negotiations will not be undertaken. In general, Energy Trust strongly prefers contracts that are consistent with Energy Trust's standard terms and conditions; negotiations for such contracts can generally be completed quickly. In some cases, a few terms and conditions may need to be substituted or waived, in accordance with contract negotiations. Any party involved in these contract discussions can terminate negotiations at any time and for any reason. If it appears that contract negotiations are not proceeding in a timely manner, Energy Trust may opt to terminate the discussions and select another respondent.
APPENDIX A – REPRESENTATIONS AND SIGNATURE PAGE

I, the undersigned declare that;

1. I am an authorized agent of the respondent and have authority to submit this proposal on behalf of the respondent.

2. The information provided in this proposal is true and correct to the best of my knowledge.

3. I have read this Request for Proposals in its entirety and agree unconditionally to all of its conditions and requirements.

4. The respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal.

5. The respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing.

6. The respondent has not sought by collusion to obtain for itself any advantage over any other respondent or Energy Trust.

7. The respondent’s proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with an agreement of rules of any group, association, organization, or corporation.

8. I understand and accept that the approval or rejection of respondent's request is within the sole discretion of Energy Trust and that there is no legal commitment until all due diligence has been performed and a properly authorized contract has been duly and properly executed.

9. I authorize the representatives of Energy Trust to investigate the business and personal financial credit history of respondent, its affiliates, and all associated partners, principals and management and authorize the release of all said information.

10. I agree that I will report immediately in writing to Energy Trust any changes to the information contained herein at any time while I am under consideration for funding.

The information contained in this proposal and any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Energy Trust is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Energy Trust as to any material fact.

Date: __________________________

Authorized Signature: ____________________________________________

Name and Title: ____________________________________________________

(please print)
APPENDIX B – ENERGY TRUST’S UTILITY CUSTOMER INFORMATION
CONFIDENTIALITY AGREEMENTS FOR CONTRACTORS

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT
(Contractor Version)

(A separate agreement to be signed by any contractor who may be granted access to confidential utility customer information provided to Energy Trust by its funding utilities.)

Energy Trust’s funding utilities (collectively, the “Utilities”) provide Energy Trust with certain Confidential Information consisting of identification and usage information about their respective customers (“Confidential Utility Customer Information”) for the sole purpose of implementing, administering, and evaluating Energy Trust’s energy programs. In the course of providing services to Energy Trust (“the Services”), [INSERT CONTRACTOR LEGAL BUSINESS NAME HERE] (“Contractor”) may be provided with Confidential Utility Customer Information.

Contractor understands that the Confidential Utility Customer Information is made available by Energy Trust to Contractor on a “need to know” basis and only after Contractor is advised of the confidential nature of the information and its agreement to all obligations of confidentiality herein. In addition to any and all other obligations of confidentiality as set forth in this Agreement, Contractor specifically agrees as follows:

1. **Nondisclosure.** Contractor agrees that (a) it will not disclose, during the Term or thereafter, Confidential Utility Customer Information, directly or indirectly, under any circumstances or by any means, to any third person, other than Energy Trust its contractors, their subcontractors, or its employees who have authorized access to the Confidential Utility Customer Information confirmed in writing by Energy Trust and (b) it will comply with all Energy Trust policies and procedures for the protection of the Confidential Utility Customer Information.

2. **Nonuse.** Contractor agrees to not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of Confidential Utility Customer Information, except as may be necessary to perform the Services for Energy Trust; provided, however, Contractor agrees not to use the Confidential Utility Customer Information for telemarketing to customers under any circumstance.

3. **Protection.** Contractor agrees to exercise the highest degree of care in safeguarding the Confidential Utility Customer Information against loss, theft, or other inadvertent disclosure and to take all reasonable precautions to protect the confidentiality of Confidential Customer Information.

4. **Return of Confidential Utility Customer Information.** Contractor agrees that, upon request by Energy Trust, it will return to Energy Trust any documents, materials, or other information in any form that contain, reflect, or constitute any Confidential Customer Information, within forty-eight (48) hours after receipt of such request. Upon termination of the Agreement, Contractor will deliver to Energy Trust all documents, materials or other information in whatever form, which may contain, reflect, or constitute any Confidential Utility Customer Information in its possession or under its control, within twenty-four hours after receipt of a termination notice.

5. **Expiration.** Contractor understands that its obligations of confidentiality shall survive termination or expiration of its engagement as an independent contractor in connection with the Programs.

6. **No Grant of License.** Contractor understands that it is not being granted a license or any other right to use any Confidential Utility Customer Information except for the purpose of performing the Services. Contractor also understands that all Confidential Utility Customer Information disclosed or otherwise acquired by it and all work product, materials, and
information arising out of, related to, or derived from Confidential Utility Customer Information including, but not limited to, studies, analyses, reports, documents, inventions, formulations, methodologies, processes, procedures, designs, and know-how, shall remain the property of Energy Trust.

7. **Retention of Records.** Contractor agrees to keep a record of the documentary Confidential Utility Customer Information furnished by Energy Trust and the location of such Confidential Utility Customer Information.

8. **Disclosure to Employees and Others.** Contractor agrees to disclose Confidential Utility Customer Information within its organization only after having notified such persons of the confidential nature of the information and after having placed them under covenants of nondisclosure and nonuse similar to those contained in this Agreement. Contractor shall maintain documentation of such covenants of nondisclosure.

9. **Remedies.** Disclosure of Confidential Utility Customer Information in violation of this Agreement will cause irreparable harm to Energy Trust and the Utilities. In case of such disclosure, Energy Trust and the Utilities will be entitled to specific performance, including immediate issuance of a temporary restraining order or a preliminary injunction enforcing this Agreement, and to a judgment against Contractor for damages, and to any other remedies provided by applicable law. If Energy Trust or the Utilities brings an action to enforce the terms of this Agreement and prevails, the prevailing party will be entitled to recover reasonable attorney fees, costs, and expenses from Contractor in the trial court and on appeal.

10. **Indemnification.** Contractor will indemnify and hold harmless Energy Trust and the Utilities, their directors, officers, employees, agents, representatives, and affiliates, from any third party claims against those indemnified parties that result from the negligent or wrongful acts or omissions of Contractor or its Employees including, but not limited to, the misuse or unauthorized disclosure of Confidential Utility Customer Information or any other breach of this Agreement.

11. **Notice of Security Breach.** If Contractor believes that a security breach involving Energy Trust’s data may have occurred, Contractor shall provide immediate notice to Energy Trust, in no case later than within 24 hours, and consult with Energy Trust regarding appropriate next steps.

Contractor has read this **Contractor Confidentiality and Nondisclosure Agreement** and understands, acknowledges and agrees to the terms and conditions herein effective as of the date set forth below.

**ON BEHALF OF CONTRACTOR:**

**AUTHORIZED REPRESENTATIVE SIGNATURE:** 

**PRINT NAME AND TITLE:** 

**DATE** 

**PHONE:** 

**EMAIL:**
UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT
(Individual Version)

(A stand-alone agreement to be signed by any Energy Trust employee or employee of a company contracted with Energy Trust who may be granted access to confidential utility customer information provided to Energy Trust by its funding utilities.)

Your role as an Energy Trust employee, or the employee of a company contracted with Energy Trust creates a relationship of trust and confidence with respect to Energy Trust’s information. You will likely have access to confidential and proprietary business information relating to the Energy Trust, the utilities it works with, and the participants in its programs. As a result of this relationship of trust and confidence, and the sensitive and confidential nature of information to which you may have access, Energy Trust requires that you read and sign this Individual Confidentiality and Nondisclosure Agreement.

I understand, acknowledge and agree that:

1. **Definition of Confidential Information.** Utilities provide Energy Trust with information about their energy customers pursuant to rules of the Oregon Public Utility Commission. Energy Trust and its contractors also acquire information directly from individuals and firms that participate in Energy Trust programs. Insofar as information from either source refers to utility customers or program participants by name, address, meter number, or other individually identifiable characteristics, it is “Confidential Information” and governed by the terms of this Individual Confidentiality and Nondisclosure Agreement. Confidential Information does not have to be in writing nor does it have to be labeled as 'confidential' or "proprietary" or otherwise in order to be considered as Confidential Information.

2. **Obligation of Nondisclosure.** I will use all of Energy Trust’s Confidential Information solely for the purpose of performing the services Energy Trust has retained me to perform. I will not disclose any Confidential Information, directly or indirectly, under any circumstances or by any means, to any person who does not meet the criteria described in the “Permitted Disclosure” paragraph, below.

3. **Permitted Disclosure.** Confidential Information may be disclosed only to (1) a party bound by a confidentiality and nondisclosure agreement with Energy Trust; (2) on a “need to know” basis; (3) who are authorized by Energy Trust’s Legal Department. Persons satisfying these criteria are known as “authorized persons”. If I disclose any Confidential Information to an authorized person, I understand, acknowledge and agree that it will be my sole responsibility to (1) clearly direct such person to treat such information as confidential in accordance with the person’s confidentiality agreement with Energy Trust, (2) document the disclosure in a writing that identifies the information disclosed and the person to whom it was disclosed, and (3) provide such writing to Energy Trust’s Legal Department.

4. **Protection and Nonuse.** I will exercise the highest degree of care in safeguarding and protecting the Confidential Information against loss, theft, or other inadvertent disclosure and will take all reasonable precautions to protect the confidentiality of Confidential Information. I will not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of the Confidential Information, except as may be necessary to perform the services for Energy Trust.

5. **Retention of Records.** If I am an employee of Energy Trust, I will maintain the Confidential Information in a manner consistent with Energy Trust’s document retention requirements. If I am an Energy Trust contractor or employee of an Energy Trust contractor, I will ensure that I
retain any Confidential Information obtained from or furnished by Energy Trust in such a manner that I can locate all Confidential Information provided to me and respond to Energy Trust’s request to return or destroy all such information as required by the paragraph below.

6. **Return or Destroy the Confidential Information.** If I am an employee of Energy Trust, upon termination of my employment, I must locate and return to Energy Trust any and all documents, materials, or other information in any form that contain, reflect, or constitute any Confidential Information in accordance with Energy Trust’s employment policies. If I am an Energy Trust contractor or employee of an Energy Trust contractor, I will return or destroy all Confidential Information obtained from or provided by Energy Trust promptly upon the termination of my work for Energy Trust, typically within 24-48 hours.

7. **Obligation of Confidentiality Survives Termination or Expiration.** My obligations of confidentiality shall survive termination or expiration of my employment or consultant relationship, or my employer’s engagement as an independent contractor in connection with Energy Trust.

8. **Energy Trust Owns the Confidential Information.** I am not being granted a license or any other right to use any Confidential Information that may be disclosed to me except for the purpose of assisting Energy Trust. All Confidential Information disclosed or otherwise acquired by me and all work product, materials, and information arising out of, related to, or derived from Confidential Information including, but not limited to, studies, analyses, reports, documents, inventions, formulations, methodologies, processes, procedures, designs, and know-how, shall remain the property of Energy Trust.

9. **Remedies.** Disclosure of Confidential Information in violation of this Confidentiality and Nondisclosure Agreement will cause irreparable harm to Energy Trust. If I fail to abide by the Individual Confidentiality and Nondisclosure Agreement, Energy Trust will be entitled to specific performance, including immediate issuance of a temporary restraining order or a preliminary injunction enforcing this agreement, and to a judgment against me for damages caused by my breach, and to any other remedies provided by applicable law.

10. **Notice of Breach.** I shall notify Energy Trust within 24 hours of any suspected security breach of the Confidential Information, and will consult with Energy Trust regarding next steps.

I, the undersigned, have read this **Individual Confidentiality and Nondisclosure Agreement** and understand, acknowledge and agree to the terms and conditions herein effective as of the date set forth below.

Print Name: 
Signature: 
Name of Employer: 
Date: 
Phone Number: 
Email: 