

Energy Trust of Oregon

Request for Proposals:

Impact Evaluations for Site-Specific Large and Complex New Buildings Projects

Posted: November 27, 2018

Intent to Bid Due: December 12, 2018

Proposals Due: December 28, 2018

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About Energy Trust

Energy Trust of Oregon, Inc. (Energy Trust) 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 from energy efficiency evaluation firms to coordinate, plan, and deliver site-specific impact evaluations of certain selected large and complex projects participating in Energy Trust's New Buildings program. New Buildings began in August 2003 and is implemented by a Program Management Contractor (PMC), CLEAResult, on behalf of Energy Trust. New Buildings serves new commercial and multifamily construction, major renovations, tenant improvements, and building additions. 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, installation and commissioning. Over the past several years, New Buildings has increased its market share so that it now serves roughly half of the commercial new construction market in Energy Trust's service territory in Oregon. More information about the design, budget, goals and accomplishments of New Buildings, as well as past impact evaluation reports, can be found on Energy Trust's website at: <https://www.energytrust.org/about/reports-financials>.¹²³

Large new construction projects and buildings with complex systems often utilize custom engineering analysis or whole building energy simulation modeling to estimate energy savings. Projects cover the spectrum of commercial building types, but large projects tend to fall into a few categories, including: data centers, hospitals, schools, colleges and universities, and large office buildings. Each year, New Buildings supports 2-6 large/complex projects that comprise a large proportion of annual program energy

¹ 2014 New Buildings Program Impact Evaluation can be found at: <https://www.energytrust.org/wp-content/uploads/2017/12/2014-NB-Impact-Evaluation-Final-Report-wSR.pdf>

² Energy Trust's 2018 Annual Budget and 2018-2019 Action Plan can be found at: https://www.energytrust.org/wp-content/uploads/2017/12/APPROVED_Budget_and_Action_Plan_2018_web.pdf

³ Energy Trust's 2017 Annual Report can be found at: https://www.energytrust.org/wp-content/uploads/2018/04/2017.Annual.Report.OPUC_.pdf

savings. It is critical that Energy Trust evaluate these projects due to their large contribution to program savings and potentially large uncertainty.

In the past, large/complex projects were evaluated as part of the standard program impact evaluations with mixed success. Some of the issues we encountered stemmed from a misalignment in the timing of evaluation activities and when these projects were ready to be evaluated. Large/complex projects generally required more time between project completion and evaluation than afforded by standard program evaluations. New Buildings impact evaluations are typically conducted two years after a project completes the program, when some large/complex buildings are still being occupied, commissioned, or loaded. In some cases, customers were surprised by the request to participate in an evaluation, or the amount of time and effort required to facilitate evaluation. Some customers were reluctant to participate, provide site access, or furnish data requested by evaluators. In addition, evaluating large or complex projects generally required more lead time, planning, and effort from evaluators, and more engagement with the customers. Large projects were often unique, did not generalize to the program population, and could not be replaced in an evaluation sample without a significant loss of confidence and precision in the evaluated savings. In short, some large and complex New Buildings projects were not well suited to the standard program-wide impact evaluations.

In 2017, Energy Trust instituted a new site-specific impact evaluation process to handle large and complex New Buildings projects. This process was intended to remedy the issues described above and to ensure that all such projects were properly evaluated going forward. The process begins by periodically screening projects that meet a basic set of criteria. Staff review these projects to determine which ones would benefit from the large/complex New Buildings project evaluation process and a subset are selected for a site-specific impact evaluation. A project may be selected for any of the following reasons:

- high gas or electricity savings compared to other program projects;
- a central utility plant, district heating/cooling system, or heat recovery;
- not likely to achieve full occupancy or full loading for several years; or
- the need for extended customer engagement, obtaining access to the site, or stringent confidentiality requirements are critical to the success of the evaluation.

Even if a project has high savings, it may be deemed as suitable for the standard program evaluation process if it employs only simple measures, it is generalizable to the broader program population, the timing of standard impact evaluation activities is acceptable, or the customer is familiar and comfortable with the standard evaluation process.

If a project is selected for the large/complex New Buildings project impact evaluation process, the first phase of this process involves developing a site-specific evaluation plan for the project, including a schedule, and presenting it to the customer. The second phase of the process is the implementation of the developed evaluation plan, according to the prescribed schedule, including all data collection and analysis activities. The

second phase may occur immediately or not for several years. The evaluated energy savings are provided to Energy Trust in a site report and used to true-up project savings. Any notable findings or recommendations from the evaluator are considered as program improvements. Energy Trust publicly reports evaluation information only in aggregate and any site reports or findings from individual sites are considered confidential.

In 2017, large/complex project evaluations were initiated at two buildings, which will both be completed in 2018. In 2018, large/complex projection evaluations were initiated for six buildings, which will likely be completed in 2019. In 2017 and 2018, Energy Trust hired evaluators from a specialized consultant pool to handle each large project evaluation individually. This proved to be administratively burdensome and inefficient, requiring that Energy Trust and the PMC to coordinate with several different firms on multiple project evaluations. Thus, Energy Trust is seeking an evaluation firm to manage the entire impact evaluation process for selected, site-specific large/complex New Buildings projects.

The selected evaluator must be able to respond quickly once a project is selected, be flexible on the timing of site visits, commit to an evaluation process that may begin immediately and take more than a year to complete, and provide excellent communication and customer service throughout.

Evaluation Objectives

Energy Trust performs process and impact evaluations on all of its programs on a regular basis. The most recent program impact evaluation was completed in 2017 and covered the 2014 program year. An evaluation of the 2015-2016 program years is currently wrapping up and the evaluation of the 2017 program is being planned. The large and complex project evaluation process is intended to complement these program-wide impact evaluations by ensuring that the program's largest projects are properly evaluated and that its most important customers have a positive experience. The goals of the site-specific, large/complex New Buildings projects impact evaluation process are to:

- Set expectations with customers about evaluation requirements up front and maintain good relationships with customers throughout the evaluation process.
- Develop robust, reliable, independent estimates of gas and electric savings impacts of large/complex projects. This information will be incorporated into Energy Trust's annual true-up process, to adjust the estimated project energy savings and, as a result, decrease uncertainty in program energy savings.
- Report any important observations about energy-savings calculations, energy models, actual building operations, accuracy of assumptions, and the overall basis for estimated energy savings. If any of those observations might lead to improved energy savings estimates, then provide recommendations for improvements.

Project Management Tasks

It is anticipated that the selected evaluator will undertake the following project management tasks, which submitted proposals should address.

Task 1. Kick-off Meeting

The selected evaluator will attend a kick-off meeting to introduce PMC and Energy Trust staff and provide an orientation to the large/complex project evaluation process. This meeting will establish the key contacts and procedures for the evaluation process. To help with the orientation, the meeting may include discussion of example projects and past evaluations. The meeting also may include a review of active candidate projects, as described in Task 3. The selected evaluator will take notes summarizing the meeting and any decisions that are made.

Deliverables:

- Attend kick-off meeting
- Notes from meeting

Task 2. Manage Large/Complex Projects Impact Evaluation Process

The selected evaluator will manage all aspects of the site-specific large/complex New Buildings project impact evaluation process as described in the major tasks in this RFP. This includes using Energy Trust's guidelines to identify projects to evaluate under the large/complex project process and coming to mutual agreement on the selected sites with Energy Trust. It also includes conducting the evaluations for the selected projects. Individual evaluation projects can, at times, span multiple years from the time they are initiated to the time a final report is completed. It will be imperative for the selected evaluator to apply good project management to ensure that each evaluation project stays on track, on schedule, and on budget, and is successfully completed. This may require the selected evaluator to periodically check in with customers during the process to maintain continuity.

PMC staff will initiate contact with customers about the evaluation process and introduce the customer contacts to the selected evaluator. The selected evaluator will engage and communicate with customers (note that this may not always be a single person; sometimes multiple people may be involved in a single large/complex project) in a positive and effective way, receiving guidance from Energy Trust and the PMC staff person regarding managing each project and customer relationship. The selected evaluator will copy PMC outreach staff and Energy Trust Evaluation staff on email exchanges and coordinate with them on other customer communications. Energy Trust has high expectations for contractors working with customers to provide excellent customer service and comply with customer service guidelines throughout the evaluation process. If any issues arise during their interactions with a customer, the selected evaluator will immediately notify Energy Trust and PMC staff.

Deliverables:

- Manage impact evaluation of each selected project to completion, meeting Energy Trust's objectives for successful evaluations
- Maintain a high level of customer satisfaction, maintain continuity with customers, provide clear communications, and be responsive to customers' needs and concerns
- Notify Energy Trust if any issues arise

Task 3. Review and Select Active Projects for Evaluation Process

The selected evaluator will facilitate and participate in periodic meetings with PMC and Energy Trust Evaluation staff to review and discuss candidate projects that are currently active and meet the basic screening criteria for large/complex projects. In advance of these meetings, PMC staff will provide project data to the selected evaluator. During these meetings, projects will be assessed to determine which ones will benefit from the site-specific large/complex project evaluation process. Only a subset will be selected after review and mutual agreement between Energy Trust, the PMC, and the selected evaluator. A project may be selected for the large/complex project evaluation process for the reasons described in the Background section, above, which may be updated from time to time by Energy Trust. Projects with high savings may be eliminated if they are deemed suitable for the standard, program-wide impact evaluation process. Each project reviewed will be categorized as: selected, eliminated, or hold until next meeting. The selected evaluator will take notes at each project review meeting, summarizing the projects discussed and any decisions that are made, and provide them to PMC and Energy Trust staff.

Energy Trust anticipates that between two and six large/complex projects per year will be selected for this process. Once a candidate project has been selected and mutually agreed upon, the selected evaluator will initiate the large/complex project evaluation process.

Deliverables:

- Attend project review meetings
- Identify projects for the large/complex impact evaluation process
- Notes from meetings

Task 4. Monthly Reporting

The selected evaluator will be required to submit monthly status reports presenting (1) the status of each selected project's evaluation, (2) any upcoming candidate projects to be discussed at a future project review meeting, (3) a summary of accomplishments during the previous month, (4) current month's activities/plans; (5) variances in schedule and budget, including any necessary explanations; and if applicable, (6) issues or concerns to be addressed with proposed solutions. These reports are due by the 10th of every month and must accompany the invoice, starting with the first month after the final work plan has been delivered.

Deliverables:

- Monthly status reports

Stage 1: Evaluation Planning Tasks

It is anticipated that the selected evaluator will undertake the following Stage 1 evaluation planning tasks for each selected large/complex New Buildings project. The submitted proposal should describe the respondent's approach to these tasks. Stage 1 includes all site-specific tasks up until the stage gate that requires Energy Trust approval of the evaluation plan and budget before moving on to the Stage 2 tasks.

Task 5. Review Project Documents

For each large/complex project, Energy Trust will make project files, project tracking data, relevant program technical guidelines, and related documents available to the selected evaluator. The selected evaluator's access to the utility customer information energy usage database maintained by Energy Trust is subject to specific confidentiality and nondisclosure requirements (see Appendix B), which are in addition to any other contractual confidentiality obligations. The selected evaluator will review the provided documents and data to gain an understanding of the project, measures installed, and the analysis methods used to develop the original savings estimates. The selected evaluator will then discuss the details of each project with PMC staff (including the engineer and Outreach Manager) to obtain additional information and clarification about the project and savings analysis.

The selected evaluator will use this information to discuss the project with the customer as part of Task 6 and to prepare for the preliminary site visit described in Task 7. The energy efficiency measures and savings analysis described in the project documentation will be the basis for the evaluation plan and budget described in Task 8, although additional information may factor in. Once the document review is complete, the selected evaluator will be expected to create an outline of the evaluation scope that lists each of the measures to be analyzed and the potential evaluation methods. This outline will be the basis for the evaluation plan described in Task 8.

Deliverables:

- Review of relevant documents and data
- Prepare for customer meeting and preliminary site visit
- Outline of evaluation scope

Task 6. Introductory Meeting with Customer

PMC staff will be primarily responsible for initiating communication with customers about the evaluation process and will help recruit them to participate. For each large/complex project, prior to the program's verification site visit, PMC outreach staff will introduce the selected evaluator to the customer contacts and help set up

an introductory phone meeting. The primary goal of this meeting will be to discuss the evaluation process with the customer, its purpose, and the expectations for the customer. The selected evaluator should walk the customer through the process, including the preliminary site visit, evaluation plan, data collection activities, and reporting to Energy Trust and the customer. The selected evaluator will discuss the project at a high level, as well as the preliminary site visit and any details that need to be clarified prior to attending. Afterwards, they will provide notes summarizing the meeting to Energy Trust evaluation staff.

Deliverables:

- Attend introductory meeting with customer by phone
- Notes from meeting

Task 7. Preliminary Site Visit

For each large/complex project, the selected evaluator will attend the program's verification site visit with PMC staff. If that is not possible, then the selected evaluator will work with PMC staff to setup a separate preliminary site visit. The primary goals will be to meet with customer representatives in-person, observe the as-built conditions and installed equipment, discuss important project details with facilities staff, and build rapport. The selected evaluator will also inquire about future plans for the facility (loading schedule, additional expansions, etc.), the potential scope and timing of evaluation activities, and the type of data being collected at the site that could be made available for the evaluation. If an Energy Management and Information System (EMIS), building control system, or similar system is installed, the selected evaluator will discuss with the customer what parameters they are tracking and whether trending has been enabled. Afterwards, they will utilize information gathered as part of the preliminary site visit to develop the evaluation plan and budget (Task 8) and provide notes summarizing their key findings to Energy Trust Evaluation staff.

Deliverables:

- Attend preliminary site visit
- Utilize information gathered as part of the preliminary site visit to develop evaluation plan and budget
- Notes from site visit

Task 8. Develop Site-Specific Evaluation Plan, Schedule, and Budget

For each large/complex project, the selected evaluator will develop a draft evaluation plan, including schedule and budget, based on their understanding of the project, efficiency measures, and analysis methods. The evaluation plan must include a customer communication and reengagement strategy, all data collection activities, and the impact analysis methods to be used.

The evaluation plan will specify the data collection activities to be conducted, including additional site visits, metering, data logging, and customer-provided data.

The selected evaluator should create an evaluation plan that is realistic and supports the development of rigorous and reliable estimates of energy savings. The plan will list specific data parameters to be collected, the timing of evaluation activities, and the analysis methods that will be used to evaluate energy savings for each measure. If site visits and on-site data collection are included, the purpose, approximate dates, access to specific areas of the facility, data to be collected, and impact on facility staff should be clearly outlined. The draft evaluation plan should be written to reflect as-built conditions observed during the initial site visit.

Any EMIS parameters of interest will be clearly defined in the plan and the customer must agree to track and provide these data to Energy Trust. The selected evaluator, in consultation with PMC staff and the customer, may determine that additional EMIS metering equipment and data collection are feasible and needed to support the evaluation effort. In this case, the selected evaluator will notify Energy Trust if any such additional metering equipment or parameters are needed for evaluation purposes that the customer does not plan to install or collect.

As part of the draft evaluation plan, the selected evaluator will create an evaluation schedule and develop a budget. The schedule of activities will include approximate dates for all evaluation activities, customer engagement points, and completion of the impact analysis and site evaluation report. A detailed time and materials budget will cover all activities included in the evaluation plan, plus preparation of the site evaluation report. Energy Trust and PMC staff will review and provide comment on the selected evaluator's draft evaluation plan. The selected evaluator will make any needed adjustments to the plan and will reach agreement with Energy Trust and PMC staff on the content of the plan.

Energy Trust evaluation staff must approve the evaluation plan before the selected evaluator begins work on the Stage 2 evaluation implementation tasks. This approval stage gate will determine whether a project-specific impact evaluation moves forward, has its scope substantially altered, or is cancelled. Once Energy Trust approves the draft evaluation plan, the selected evaluator will invite the customer to review the plan. At this point, minor adjustments may be made to the scope and schedule of the evaluation plan to accommodate the customer. The evaluation plan will not be considered final until it is agreed to in writing by the customer. The finalized evaluation plan will be delivered to Energy Trust.

Deliverables:

- Draft evaluation plan
- Final evaluation plan, if approved

Stage 2: Evaluation Implementation Tasks

It is anticipated that the selected evaluator will undertake the following Stage 2 evaluation implementation tasks for each selected large/complex project with an

approved evaluation plan and budget. The submitted proposal should describe the respondent's approach to these tasks.

Task 9. Customer Communication and Reengagement

At the time specified in the evaluation plan schedule, the selected evaluator will work with PMC outreach staff to contact the customer and recruit them to participate in the evaluation. This may occur by email, phone, or in-person. The selected evaluator will re-introduce themselves to the customer contacts and reacquaint the customer with the evaluation plan they agreed to facilitate, including any planned site visits, on-site data collection, or customer data requirements, and the evaluation schedule. The selected evaluator may also discuss any changes to the facility, measures installed, or plans for the facility (loading schedule, additional expansions, etc.), since the evaluation plan was completed. The selected evaluator may have additional check-in meetings with the customer at any point during the evaluation process to discuss site visits, data collection activities, or any data that the customer will be providing, such as EMIS or building control system trend data.

Energy Trust acknowledges that some customers may not provide the selected evaluator with data or comply with the activities outlined in their evaluation plan, especially when the facility has changed ownership. The PMC and selected evaluator will do everything they can to recruit the customer while providing good customer service. If the customer ultimately refuses to participate or to provide data critical to determining energy savings, Energy Trust may decide to abandon the evaluation.

Deliverables:

- Communication with customer in coordination with PMC
- Recruitment of customer

Task 10. Site-Specific Data Collection Activities

Once the customer has been successfully recruited, the selected evaluator will conduct all data collection activities as described in the final evaluation plan. In some cases, the selected evaluator will collect data at a single point in time, but other types of data collection may be ongoing. Data collection activities will include interviews with facility operators, on-site verification of equipment and operation of systems, spot metering, deployment of short-term or long-term metering equipment, and obtaining EMIS or building control system trend data from the customer. In addition, the selected evaluator may ask the customer to provide periodic data snapshots in advance of the primary data collection activities. The selected evaluator will review these data snapshots to confirm data quality and that the data points being tracked continue to meet the requirements of the evaluation.

At any point, if the evaluation plan no longer supports the goal of estimating reliable energy savings, then the selected evaluator may modify it. Adjustments to the plan may be warranted if major facility changes have occurred, changes to the efficiency measures have occurred, or other issues arise that necessitate changes to the

evaluation approach or data to be collected. The selected evaluator must consult with Energy Trust, PMC staff, and the customer, and receive approval from Energy Trust evaluation staff prior to making significant changes to the evaluation plan. If the evaluation plan changes have material impacts on the evaluation scope and budget, the task order may be adjusted at this time.

Deliverables:

- Sections in site-specific evaluation report on data collection methods and findings

Task 11. Site-Specific Impact Analysis

After the data collection activities are complete, the selected evaluator will analyze the data to develop estimates of the project gas and electric savings and realization rates. The selected evaluator will use the analysis methods laid out in the evaluation plan. For prescriptive measures, the selected evaluator will simply verify installation and operation and update quantities or efficiency levels. For calculated measures and more complex engineering calculations, the selected evaluator will use data collected from the site to update key inputs and re-estimate savings. For building simulation models, the selected evaluator will update the as-built conditions and operating parameters with data collected from the site. Then, the selected evaluator will calibrate the simulation models to actual energy consumption data provided by Energy Trust evaluation staff. Whole building energy savings and measure level savings will be estimated by comparing the as-built model to the baseline building model. The selected evaluator will summarize all model parameters that were adjusted in the site report. In addition, the selected evaluator will explain the reasons for any significant variances from the ex-ante claimed savings.

Deliverables:

- Sections in site-specific evaluation report on savings analysis methods and findings

Task 12. Site-Specific Reporting

The selected evaluator will be required to provide Energy Trust with a draft site-specific evaluation report. At a minimum, the site report must include a project summary, data collection and analysis methods, key findings, and the evaluated energy savings and realization rates. The findings should describe any parameters that were updated during the evaluation and provide a detailed list of updates made to building simulation models. The selected evaluator will also provide any recommendations for improvements that they may have for program savings estimates, based on their observations. It is anticipated that sources can be promised confidentiality in terms of attribution of responses and that customer information collected by the evaluator will remain confidential within Energy Trust. Findings shall be based on the information collected by the selected evaluator and referenced in the site report. 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.

The draft report 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 selected evaluator shall make revisions and deliver to Energy Trust a final version of the site report within two weeks of receiving comments. Achieving an acceptable final report may take more than one iteration between the selected evaluator and Energy Trust.

Deliverables:

- Draft and final site-specific evaluation report
- Respond to Energy Trust’s edits and comments

Schedule

Energy Trust would expect to contract with a selected evaluator to manage and deliver the site-specific large/complex New Buildings project impact evaluation process for two years beginning in Q1 2019.

Budget

It is anticipated that the approximate annual budget for the scope as described in this RFP would be around \$85,000, which assumes that six large/complex project evaluations are initiated each year and that all Stage 1 evaluation activities would be completed in the same year. Stage 2 activities may significantly lag Stage 1 activities, so we anticipate that Stage 2 activities will be completed for fewer projects within the two-year contract period. Energy Trust reserves the right to revise budget assumptions at any time.

Respondents should bid on this proposal as a time-and-material, “not-to-exceed” type contract, assuming they will initiate a maximum of six site-specific evaluations each year. As noted below, proposals should also provide budget scenarios providing upper and lower cost bounds, given differing numbers of projects and varying complexity.

Proposal Requirements

Proposals must be clear, complete and concise. Pages must be numbered, sections must be clearly titled and fonts must not be smaller than 11 point. Respondent’s proposal must contain:

1. Proposal Information

- 1) A description of the firm’s qualifications and experience, including key staff, to conduct impact evaluations of complex measures in large commercial new

Request for Proposals: Management of Impact Evaluations for Large and Complex New Buildings Projects

construction projects, not to exceed five (5) pages, particularly in the following areas:

- data centers, hospitals, and large offices and university buildings;
 - projects with central utility plants, district heating/cooling systems, or heat recovery;
 - electrical safety and active construction site safety; and
 - security protocols that will be implemented to protect all confidential information.
- 2) A technical proposal, not to exceed 10 pages, including proposed approach to the specific tasks identified in the sections above, proposed project team, and approach to managing the evaluation process.
 - 3) The firm’s proposed customer communication and customer service strategy, not to exceed one (1) page.
 - 4) A detailed budget proposal; assume that billing will be on a time and materials basis, up to a not to exceed cap, and that six project evaluations will be initiated each year. The budget proposal, not to exceed one (1) page, must be broken out by task and by individual that would be performing the work. Key staff should be identified by name, with billing rates for each. Please use the following budget template:

Budget Template

Staff Name	Hourly Rate	Hours Per Task		Total Hours	Total Cost
		Task 1	Task 2		
Total Hours Per Task					
Total Cost Per Task					

- 5) Provide additional budget scenarios with upper and lower cost bounds, assuming different numbers of evaluations and several different types of projects, not to exceed three (3) pages. The scenarios should include projects of varying degrees of complexity and evaluation methods of varying rigor.
- 6) Resumés of key staff and subcontractor team members who will be executing the work scope.
- 7) Specifically address efforts and experiences in integrating diversity, equity and inclusion internally in your firm, both in staffing and contracting for services. Note whether your firm is COBID-listed and/or whether your firm is woman or minority-owned.
- 8) Insurance information. Energy Trust requires its evaluators to maintain, at a minimum, workers compensation insurance, adequate commercial general liability insurance coverage, and automobile liability insurance. Cyber liability coverage may also be required. Provide a description of the insurance coverage provided by respondent for performing the impact evaluation work, including:
 - Whether such coverage is on a “comprehensive” or “commercial” form
 - Whether such coverage is on a “claims made” or “occurrence” basis

- All endorsements excluding coverage of any nature, if any
- All limits, including aggregate limits and the current remaining coverage amounts under those limits
- Effective date

Please note the overall 20-page limit for proposals referenced above. This page limit does not include resumes of proposed staff or insurance coverage information.

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:

- Strength of proposal
- Qualifications of firm and proposed staff (including subcontractors)
- Budget proposal
- Diversity, equity, and inclusion information

Schedule & Administration of Proposal Selection Process

RFP Schedule:

- November 27, 2018 RFP issued

Request for Proposals: Management of Impact Evaluations for Large and Complex New Buildings
Projects

- December 12, 2018 Questions/request for additional information due
- December 12, 2018 Intent to bid due
- December 14, 2018 Response to questions sent no later than
- **December 28, 2018 Proposals due**

Questions and Requests for Additional Information

Any questions and/or requests for clarification or additional information regarding this RFP must be submitted in writing, via email, according to these instructions and received by Energy Trust by **December 12, 2018**. Send questions and/or requests for clarifications via email to Dan Rubado at dan.rubado@energytrust.org.

These emails must be clearly labeled with a subject line "Request for Clarification—RFP". Questions submitted by email and received prior to the stated deadline will be answered on Energy Trust's website by the date shown in the schedule. Energy Trust staff is not available for verbal conversations with individual bidders and will not respond to additional requests for information after the date listed in the schedule.

Intent to Respond and Proposal Submission

A statement of intent to respond to this RFP must be submitted, via email to the contact named below, by **December 12, 2018**. Stating intent to bid does not obligate a respondent to submit a proposal. However, if an intent to respond is not received by the deadline, then Energy Trust may not accept a submitted proposal from the respondent.

Only electronically submitted proposals (in PDF form) will be accepted; faxed or print proposals will not. A signed Representations and Signature Page (Appendix A) is required, and should be scanned and submitted as the cover page to the proposal. All proposals must be received by 5pm PST on **December 28, 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 may initiate negotiations with the leading respondent(s).

Validity and Deadlines

Proposals should specify the date through which the proposal is valid. At a minimum, proposals should be valid for 180 days from the proposal receipt deadline.

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 written contract has been executed by and between Energy Trust and the contractor. Time is of the essence, 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 – REQUIRED UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENTS FOR EVALUATORS

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

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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

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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: _____