

Energy Trust of Oregon Request for Proposals: Impact Evaluation of the 2017 New Buildings Program

Posted: January 9, 2019

Proposals Due: February 6, 2019

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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 \$7.6 billion on their energy bills over time. The 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 program for energy savings achieved in 2017.

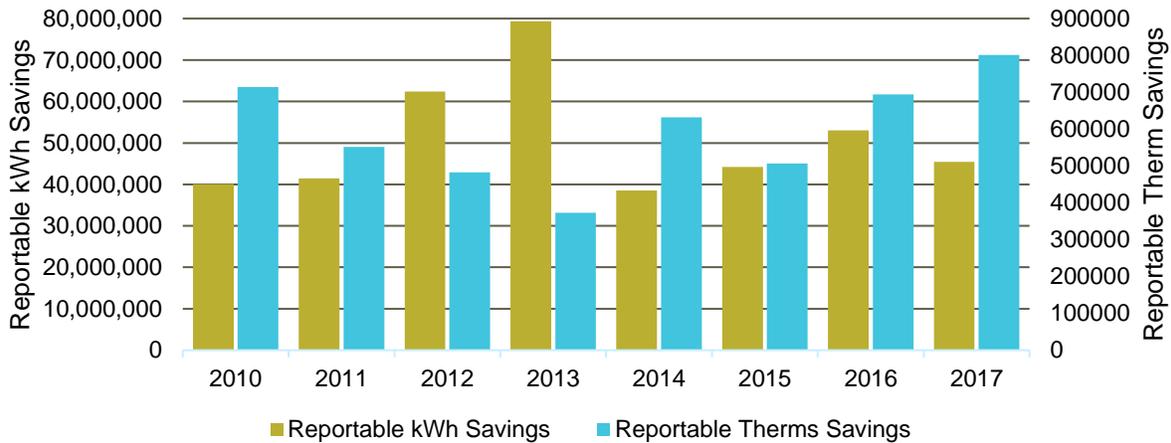
New Buildings began in August 2003 and is implemented by a Program Management Contractor (PMC) on behalf of Energy Trust. New Buildings serves new commercial construction, major renovations, tenant improvements, and building additions, including multifamily buildings. New Buildings helps customers design 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 2017 program year, 467 projects were completed at 474 distinct sites, with reported annual energy savings of approximately 45 gigawatt-hours and 800,000 therms (Table 1). The 2017 energy savings results are within the range of what the program achieved during the previous several years (Figure 1).

Table 1. Savings Achieved and Projects Completed in 2017

Projects	Sites	kWh savings	Therm savings
467	474	45,421,964	801,037

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

Figure 1. Savings Achieved by Program Year



New Buildings 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 for individual systems within a building.
- 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 2017 program tracks, building types, and measure categories is listed in the following tables.

Table 2. Savings and Projects Completed in 2017, by Track

Program Track	Projects	kWh Savings	% of Total kWh	Therm Savings	% of Total Therms
Data Center	1	465,894	1%	0	0%
Market Solutions	58	9,474,840	21%	149,037	19%
System-Based	393	29,177,334	64%	443,948	55%

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Program Track	Projects	kWh Savings	% of Total kWh	Therm Savings	% of Total Therms
Whole Building	11	5,236,318	12%	206,922	26%
Path to Net Zero	4	1,067,578	2%	1,130	0%
Total	467	45,421,964	100%	801,037	100%

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 2017, by Measure Category

Measure Category	Projects	kWh savings	% of total kWh	Therm savings	% of total Therms
Lighting	340	23,897,220	53%	-1,651	0%
Custom HVAC	27	3,868,405	9%	182,456	23%
Tanked water heater	82	0	0%	140,827	18%
Faucet aerator	179	848,910	2%	101,061	13%
Custom other measure*	68	2,486,762	5%	39,076	5%
Showerhead	104	664,761	1%	81,950	10%
Heat pump	19	2,828,007	6%	0	0%
Food equipment	80	318,313	1%	69,310	9%
Refrigerator	31	1,114,231	2%	35,143	4%
Market Solutions Offering	12	1,282,255	3%	21,977	3%
Custom lighting	23	1,743,093	4%	0	0%
LEED	3	1,385,880	3%	6,748	1%
Lighting controls	34	1,403,567	3%	0	0%
Boiler	12	0	0%	36,566	5%
Custom gas measure	13	0	0%	36,456	5%
Ventilation	25	824,716	2%	0	0%
Air sealing	32	779,773	2%	1,297	0%
Variable refrigerant flow	4	760,605	2%	0	0%
Radiant heating	6	13,714	0%	21,237	3%
Clothes washer	29	186,598	0%	7,109	1%
Custom insulation	8	238,499	1%	1,356	0%
Gas furnace	28	0	0%	9,250	1%
Custom refrigeration	7	254,186	1%	0	0%
Dishwasher	8	66,160	0%	4,389	1%
Tankless water heater	8	0	0%	6,481	1%
Ductless heat pump	6	174,521	0%	0	0%
Custom controls	1	81,230	0%	0	0%
Controls	5	62,382	0%	0	0%
Icemaker	46	54,227	0%	0	0%
Server Closet Mini-split AC	18	35,995	0%	0	0%
Economizer	6	23,824	0%	0	0%

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Measure Category	Projects	kWh savings	% of total kWh	Therm savings	% of total Therms
HVAC	10	18,363	0%	0	0%
Custom lighting control	1	5,219	0%	0	0%
Custom windows	1	548	0%	0	0%
Total	467	45,421,964	100%	801,037	100%

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.

Table 4. Savings and Projects Completed in 2017, by Building Type

Building Type	Projects	kWh Savings	% of Total kWh	Therm Savings	% of Total Therms
Multifamily Property*	78	11,841,371	26%	251,277	31%
Education	35	2,620,596	6%	193,574	24%
Warehousing and Storage	33	7,327,363	16%	8,905	1%
Manufacturing/Food Processing**	24	3,969,551	9%	8,561	1%
Assisted Living Property	11	2,604,436	6%	54,343	7%
Retail	46	3,575,205	8%	16,393	2%
Office	45	3,028,273	7%	21,434	3%
Grocery	14	2,044,349	5%	30,543	4%
Lodging/Hotel/Motel	13	278,825	1%	77,266	10%
Parking Structure/Lot	9	1,970,215	4%	0	0%
Restaurant	51	240,546	1%	48,505	6%
Hospital	7	1,061,976	2%	19,596	2%
Unknown	8	1,060,493	2%	4,489	1%
Auto Services	8	543,727	1%	11,392	1%
College/University	11	557,422	1%	9,539	1%
Gym/Athletic Club	10	227,186	1%	15,120	2%
Police/Fire Protection	8	212,174	0%	14,886	2%
Health	19	309,013	1%	8,595	1%
Data Center	1	465,894	1%	0	0%
Government/Public Sector	5	352,390	1%	2,537	0%
Agriculture, Forestry, Etc.	7	339,790	1%	0	0%
Assembly	8	231,578	1%	1,659	0%
Military (Armory, etc.)	2	231,773	1%	1,454	0%
Amusement/Recreational	6	201,700	0%	779	0%
Museum/Library	3	94,604	0%	188	0%
Bank/Financial Institution	5	31,514	0%	0	0%
Total	467	45,421,964	100%	801,037	100%

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 107 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 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

Research Objectives

Energy Trust performs process and impact evaluations on all of its programs on a regular basis. The most recent New Buildings impact evaluation was completed in 2017 and covered the 2014 program year. An impact evaluation of the 2015-2016 program years is currently being wrapped up but is not yet publicly available. 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 2017 impact evaluation are to:

- Develop reliable estimates of New Buildings gas and electric savings for the 2017 program year. This information will be used for program savings projections and budget development and will be incorporated into Energy Trust's annual true-up of program gas and electric savings.
- Report important observations about New Buildings 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:

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 2017 Annual Budget and 2017-2018 Action Plan can be found at: https://www.energytrust.org/wp-content/uploads/2016/12/approved_2017_budget_and_action_plan.pdf

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

Task 1. Conduct Study Kick-off

The selected evaluator is expected to work closely with PMC staff and Energy Trust 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, Energy Trust evaluation staff 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 2017, 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 evaluation goals and evaluation methodologies will come from the proposed evaluation plan described in Task 1. The sampling plan component of the work plan

will be based on the proposed evaluation methodologies and major building and measure types of interest. The sample should be comprised of projects representing a majority of program electric and gas savings. Stratified random sampling will be used to maximize the precision of the results and allow for analysis of specific components of the program. The sample frame will first be stratified into 6-10 major building type groups. The projects in each building type may be further stratified by program track, major measure category, or type of analysis. Projects will then be randomly selected within each stratum, with the sampling probabilities weighted by the *ex-ante* energy savings of each project. This will ensure that larger projects with higher savings are more likely to be included in the sample. We would like to avoid sampling large projects with certainty, as this has caused issues in past evaluations when certainty projects could not be recruited.

Proposals should specify an estimated sample size for the evaluation that is sufficient to achieve 10% relative precision at a 90% confidence level. The sampling plan will include at a minimum a description of the stratification scheme and probability weighting, 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 staff 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, Energy Trust program and evaluation 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 large projects and key customers, 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 work plan 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. In the work plan's schedule, the evaluator will set reasonable timelines for review of each work product and include timelines for each deliverable. Energy Trust expects the evaluator to manage all aspects of the evaluation to meet the approved schedule.

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

Deliverables:

- Draft and final work plan

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

Once the sampling plan and work plan are finalized, the selected 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 removed and replaced in the sample. In addition, Energy Trust will identify any sites that overlap with its large/complex New Buildings project evaluation process. This process diverts a small number of projects each year to receive their own standalone impact evaluations with much earlier engagement with customers and closer coordination of evaluation activities. These projects will be removed entirely from the sample frame of this impact evaluation.

The evaluator will develop a general data collection tool and facility operator interview guide to use 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 the five largest projects and a representative sample of ten smaller projects, 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 selected 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 2017 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 with customers 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.

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 evaluator must collect enough building characteristics and operations data 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 sites⁴; 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, with a breakdown by sample stratum, measure category, and building type
- Estimates of program level electric and gas realization rates, 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 aggregated through a savings-weighted expansion, based on the sample 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 and collecting billing and/or EMS data
- 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

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).

collection, EMS data, and interviews will be used to re-estimate savings and compare them with initial savings estimates.

Metering and collecting billing and/or EMS 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 large 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 adjusted parameters and the rationale. The evaluator will incorporate staff feedback into the final results as needed.

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 future New Buildings projects, 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:

- Draft site-specific analysis results for large projects
- Chapter(s) in final report on the analysis and findings

Task 6. Energy Use Intensity Analysis and Benchmarking

The selected evaluator will complete an energy intensity analysis of each project in the sample and report aggregate results by major building type, system type, and other features of interest. This energy intensity analysis will examine both electricity and gas usage, normalized per square foot of building area, to examine the efficacy and overall efficiency of participant buildings. Buildings located in Energy Trust's gas-only service territory will be excluded because we cannot access electricity consumption data in these areas. The resulting energy intensities are useful for benchmarking against the results of other studies. The evaluator will compare the performance results to previous New Buildings evaluations to help understand the performance of program buildings over time. One objective of this task is to determine which system and equipment types tend to perform best in the field and whether building performance is improving over time.

The evaluator will also compare the results with large benchmarking studies, such as the national Commercial Building Energy Consumption Survey (CBECS), NEEA's Commercial Building Stock Assessment (CBSA), and the City of Portland's Building Energy Performance Reporting Results (BEPPR). After comparing the energy intensity results of the program sample to existing building benchmarks, the evaluator will draw conclusions on the overall impact of the program on the energy efficiency of commercial new construction in Oregon.

Once complete, the evaluator will also provide Energy Trust with an identified dataset of energy intensities for all buildings analyzed, along with the building type, system and equipment types, and other important building characteristics.

Deliverables:

- Dataset of building energy intensities
- Chapter in final report on the energy intensity analysis methods and findings

Task 7. Reporting

The selected evaluator will be required to provide Energy Trust with a draft report summarizing the evaluation activities and findings. 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.

In addition to the impact evaluation report, the evaluator will provide Energy Trust with site-specific analysis results for all evaluated sites in the form of brief site reports. These site reports should contain a description of the measures analyzed, ex-ante savings, evaluated savings, realization rates, and descriptions of on-site findings, and any adjustments made. For whole building simulation projects, a description of the parameters that were adjusted and the rationale for adjusting them will be included. When available, the reports will also include the building energy intensity, benchmarked against the expected energy intensity of the building type, from similar evaluated projects and outside sources⁵. These site reports may be provided back to the participants or their design teams to help improve simulation modeling and energy savings estimation for future projects.

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 10th of every month and must accompany the invoice, starting with the first month after the final work plan has been delivered.

Deliverables:

- Site reports for all evaluated projects
- Draft and final evaluation reports
- Monthly status reports

Schedule

The draft report will be delivered to Energy Trust by November 22, 2019. A final report will be delivered within two weeks of having received all comments and edits on the submitted draft. The evaluator will be required to provide a monthly evaluation update to Energy Trust on the 10th of every month.

⁵ Outside sources of EUI benchmarking information may include the above-mentioned CBECS, CBSA, Portland's BEPPR, and past New Buildings program impact evaluations, or other similar sources.

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 22-page limit for proposals referenced above. This page limit does not include résumés 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:

- **January 9, 2019** RFP issued
- **January 23, 2019** **Intent to bid due**
- **January 23, 2019** Questions/request for additional information due
- **January 25, 2019** Response to questions sent no later than
- **February 6, 2019** **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 January 23, 2019. 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 January 23, 2019. 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 February 6, 2019. 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

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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: _____