

# Energy Trust of Oregon Request for Proposals: Impact Evaluation of the 2019 Existing Buildings Program

RFP Issued: **March 2, 2020**  
Intent to Bid Due: **March 13, 2020**  
Proposals Due: **March 27, 2020**

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## About Energy Trust

Energy Trust is an independent nonprofit organization, selected and overseen by the Oregon Public Utility Commission, to lead Oregon utility customers in benefiting from saving energy and generating renewable power. Our services, cash incentives and solutions have helped participating customers of Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas, and Avista save more than \$7.6 billion on their energy bills since 2002. 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](http://www.energytrust.org/about).

Some of Energy Trust's requirements in this RFP and in any subsequent negotiating and/or contracting phases are driven by governing law, the provisions of our grant agreement with the OPUC (the OPUC Grant Agreement) and our funding agreements with each utility.

## Introduction

Energy Trust of Oregon is seeking proposals for a contractor to perform an impact evaluation of Energy Trust's commercial building energy efficiency program, the Existing Buildings (EB) program. The EB program began in March 2004 and is implemented by a program management contractor (PMC). ICF International has been the PMC since January 1, 2013. The program has four main tracks: Custom, Lighting (including standard, direct-install, and street lighting measures), Standard (prescriptive), and Strategic Energy Management (SEM). The program also maintains a few other tracks and pilots, which represent a small portion of program participants and savings and will be excluded from this evaluation.

Custom track projects have their savings estimated through energy studies conducted by Allied Technical Assistance Contractors (ATACs). These studies may involve engineering calculations or energy simulation modeling. Standard Lighting track measures are installed directly by trade allies, while direct-install lighting measures are installed by a trade ally subcontractor to SmartWatt, under subcontract to the PMC. Standard track measures use savings estimates from reliable sources (including the Regional Technical Forum, ENERGY STAR, and others), as documented in Energy Trust measure approval documents (MADs). SEM savings are estimated based on a top-down analysis of building-level energy use and do not include savings from capital measures completed at the site through other program tracks during the SEM engagement. SEM engagements last about a year (SEM Year 1 in the table below) and participants have the option of re-enrolling annually (SEM Continuation in the table below).

Tables 1 shows the number of completed measures, sites, and savings for the 2019 program year. A table listing program electric and gas savings by measure category is included in **Appendix B**.

**Table 1. 2019 Measures, Sites and Savings by Track**

Track	Measures	Sites	kWh savings	% of total kWh savings	Therm savings	% of total therm savings
<b>Custom</b>	208	163	27,097,472	20%	881,333	42%
<b>Lighting</b>	8,031	2,523	86,906,092	64%	-	0%
<i>Standard Lighting</i>	5,733	1,804	72,840,126	54%	-	0%
<i>Direct-Install Lighting</i>	1,871	529	8,911,893	7%	-	0%
<i>LED Buydown</i>	415	187	1,629,546	1%	-	0%
<i>Street Lighting</i>	12	3	3,524,527	3%	-	0%
<b>Standard</b>	879	730	7,192,795	5%	588,346	28%
<b>SEM Year 1</b>	15	15	450,326	0%	17,235	1%
<b>SEM Continuation</b>	267	267	12,519,743	9%	585,755	28%
<b>Other tracks and pilots</b>	53	9	658,170	0%	14,597	1%
<b>Total</b>	<b>9,453</b>	<b>3,536</b>	<b>134,824,599</b>	<b>100%</b>	<b>2,087,266</b>	<b>100%</b>

Of the 282 sites participating in SEM in 2019, 51 sites also installed capital measures (193 in total) in 2019.

## Research Objectives

Energy Trust performs process and impact evaluations on all of its programs on a regular basis. The most recent impact evaluation of the Existing Buildings program, covering the 2017 program years, was completed in 2019.<sup>1</sup> Evaluation reports can be found on Energy Trust's website at: <http://www.energytrust.org/about/reports-financials/documents/>.

The goals of this evaluation are to:

- Develop estimates of EB program gas and electric savings to establish realization rates for the 2019 program year. Realization rates need to be provided separately for SEM and non-SEM measures. This information will be used for future program savings projections and budget developments and will be incorporated into Energy Trust's annual true-up of program savings.

<sup>1</sup> An evaluation of the 2018 program year is underway but will not be completed or available before proposals are due. It will be available to the selected evaluator after contract award for use in scoping the 2019 program year evaluation.

- Develop estimates of electricity demand savings at the measure category level (see Appendix B, excluding SEM) and for the program overall (excluding SEM).
- Report observations from the evaluation and make recommendations to help Energy Trust understand substantial deviations from claimed savings, and to improve ex ante savings estimates and the effectiveness of future engineering studies and impact evaluations of Existing Buildings projects.

## Tasks

If selected through this Request for Proposal (RFP), it is anticipated that the selected evaluator will be engaged by written contract(s) to undertake the following major tasks and the submitted proposal should address these topics:

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

The evaluator will meet with Energy Trust and PMC staff to present the proposed evaluation research methodologies, data collection, analysis, report preparation and other activities. The meeting will also be used to discuss measures and projects of particular interest to be called out in the evaluation. The evaluator will write up a summary of the discussion and decisions made at the kick-off meeting and provide it to the Energy Trust Evaluation Project Manager. The results of this discussion will be used in Task 2 below.

#### **Deliverables:**

- Kick-off meeting agenda
- Summary notes from the kick-off meeting

### **Task 2. Develop Work Plan, Sampling Plan and Data Collection Guides**

Energy Trust will provide the evaluator with a dataset of program activity for 2019, along with other project documentation necessary to develop a sampling plan. Based on the kick-off meeting discussion and a review of program activity and project 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 (see below)
- Schedule of tasks and deliverables

A draft work plan will be presented to the Energy Trust Evaluation Project Manager for review before finalization.

The evaluator will develop a site sampling plan based on project data provided by Energy Trust and identify the methods that will be employed to evaluate measures installed at each site. The sampling plan will detail the number of site visits for different fuel types, program tracks, and measure categories. It will also include a data collection

and analysis plan detailing the equipment to be inspected and the expected data collection methods to be used for each site.

The final list of measure categories to be analyzed will be determined after discussions at the kick-off meeting. The evaluator should use a stratified sampling approach to select sites that represent the bulk of program savings and measure types. Sites selected as part of the SEM track must have all their capital measures evaluated as well. Sampling strategies should be considered that will address both the need for precision in measure-level savings as well as the need for representative estimates of overall 2019 program gas and electric savings.<sup>2</sup>

The entire sampling plan will be presented by the selected evaluator to Energy Trust and PMC staff in person or via web conference. Energy Trust and PMC staff will then review the sampling plan in detail and provide feedback to be incorporated by the evaluator. The sampling plan must be approved by Energy Trust staff prior to any site data collection activities.

Energy Trust will provide electronic project files for all sites in the sample as well as measure approval documents for sampled prescriptive and semi-prescriptive measures. The evaluator shall review all project files to identify any potential issues prior to planning data collection activities. Projects that have major documentation issues or other issues that could impede the evaluation of savings should be dropped from the sample and replaced. Project files for SEM participants will include opportunity registers and the models/workbooks used to estimate savings. There may be more than one model per SEM site, based on whether savings are claimed for one or both fuels, and estimated at one or more meters.<sup>3</sup>

The evaluator will develop a data collection guide to be used during data collection activities. This tool should include both the data elements to be collected at each site as well as interview questions for facility managers about facility operations. The draft will be provided to the Energy Trust Evaluation Project Manager for review before finalization.

Respondent proposals should include a suggested sampling plan, including general approach, the number of measures to be included in the evaluation for each fuel – in total and by track – and the estimated confidence and precision levels that will be achieved by that sampling plan.

**Deliverables:**

- Draft and final work plan
- Draft and final sampling plan

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<sup>2</sup> Measures implemented through pilot initiatives will be excluded from the sampling plan because each pilot is evaluated separately.

<sup>3</sup> Each year of SEM results in a separate model of savings, which is usually based on the original model. Prior SEM savings claims are subtracted from the calculated savings to achieve the incremental savings to be claimed for the current year. SEM models use a customized Excel tool.

- Draft and final data collection guides
- Section in report outlining sampling methodology and sample selection

### **Task 3. Collect Data through Site Visits and Facility Operator Interviews**

Energy Trust anticipates that the evaluator will conduct primary data collection activities during visits to sites that participated in the EB program in 2019, according to the agreed-upon sampling plan. Information gathered during the site visits will be used to develop reliable estimates of electric and gas program savings by program track and measure category. Site assessments are, at minimum, anticipated to include both physical inspection of the installed equipment and gathering of relevant building characteristics and operations data. The use of short term end-use metering, collection and analysis of Energy Management System (EMS) data, and simulations is also anticipated for a select set of measures. Energy Trust also expects that the evaluator will use site energy usage data (provided by Energy Trust) to calibrate simulation models for custom projects that used modeling to estimate savings.

Facility operators will be interviewed to provide the evaluator with information about the operations of their buildings, installed equipment, and, for SEM participants, O&M activities undertaken.<sup>4</sup> For some measures or projects, particularly standard measures and some lighting, a site visit may not be necessary; data collection via a phone interview with facility operator staff may suffice.

All site visits will be coordinated with the PMC and facility operators to minimize disruption to customer personnel. Information on occupant characteristics and building operations and management should also be collected. For projects where a simulation model was used to estimate ex ante savings, these data should be sufficient to perform a calibrated building simulation model comparing the building to the pre-retrofit operations. Energy Trust will provide the original simulation models and energy usage data from electric and/or gas utilities for applicable sites; other data - such as data from an EMS or weather and occupancy data that feed into an SEM model - may be obtained directly by the evaluator. Before receiving utility usage data, the selected evaluator and all staff working with utility usage data must sign and submit to Energy Trust the Utility Customer Information Confidentiality Agreements (see **Appendix C**).

For each SEM site in the sample, the evaluator will put all model parameters and data into a database for analysis.

#### **Deliverables:**

- Chapter in final report documenting the data collection processes
- Appendices in final report detailing the methods and findings from each site, to include measure- and project-level savings and realization rates

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<sup>4</sup> It is expected that this will be done as part of the site visit, but, if necessary, additional interviews will be performed via phone.

#### **Task 4. Impact Analysis**

The evaluator will compile and conduct a detailed analysis of the data collected as part of Task 3 to determine:

- Accurate estimates of program, track, and major measure category electric savings, electricity demand savings and gas savings,
- Main reasons for large variances in savings, whether they are factors that exist in the current program and can be controlled by the EB program, and,
- Program, track, and major measure category electricity and gas realization rates.

Building characteristics and energy usage data will be used to estimate gross electricity and gas savings at the whole building level and for major end-use categories. In all cases, the evaluator will compare the as-occupied characteristics of the building and its savings measures with those documented by the program. Site- and measure-level gross savings should be weighted and aggregated to achieve program-level savings estimates and realization rates. Energy Trust will provide peak period definition and load factors (at the measure category level) to estimate demand savings based on total electricity savings for non-SEM measures.

For sites that participated in SEM, the selected evaluator will follow the most recent Energy Trust guidelines for estimating savings, to be provided after the contract is awarded. These guidelines lay out best practices and standardize the creation and adjustment of SEM models, and incorporate findings from the 2012-2014 Commercial SEM Impact Evaluation. To determine the savings for SEM, the evaluator will subtract the evaluated savings of any capital measures installed at the site, prorating for the time of capital measure installation.<sup>5</sup>

Energy Trust Planning & Evaluation, EB program and PMC staff will be available to the selected evaluator to answer questions about individual projects and measures, including SEM and deemed measure savings estimation methods, and the selected evaluator is expected to make use of these staff in order to gain a thorough understanding of the program, measures and projects.

#### **Deliverables:**

- Chapters in the final report on the analysis methods and findings
- Tables of savings estimates and realization rates, including demand savings for non-SEM electric measures

#### **Task 5. Report Observations and Make Recommendations**

The selected evaluator will report observations about the EB program made during the course of the evaluation and make recommendations to help Energy Trust improve the effectiveness of future engineering and evaluation studies, and to improve the accuracy

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<sup>5</sup> Energy Trust claims full first-year savings for all capital measures, regardless of when they are installed during the program year.

of its savings estimates for commercial retrofit and SEM projects. Beyond reliable savings estimates, Energy Trust is also interested in having the evaluator answer the following questions:

- Are there project files for every site and do those files contain complete information? Are there obvious errors in any of the assumptions used in the energy analysis? Are the original SEM models and results well documented? Were there any deviations from the SEM modeling guidelines, and if so, was there a satisfactory explanation, and were the deviations justified?
- Were there any post-installation changes in operating parameters and associated assumptions? If so, what were the consequent changes in energy savings estimates for individual projects (e.g., changes in operating hours for lighting)?
- What are the factors that result in large variances in energy savings from program estimates (e.g. assumptions too conservative, incorrect hours of operation)?
- For Custom track measures, are there trends in savings realization by ATAC firm completing the energy study? Are the projects using the appropriate baseline (existing conditions or current market) to estimate savings and cost-effectiveness?
- For Standard track measures, do the measure approval documents used by the program include sufficient information to estimate reliable savings, and if not, what specific changes should be made to improve them?
- Are the SEM guidelines sufficient to guide the development of reasonable and robust models of savings? What changes to the guidelines would improve model development and the accuracy of savings estimates?
- For SEM participants, how did the models used to claim savings compare to the models used for evaluation? Were any important variables omitted from the original model? Were capital measures properly accounted for in the estimation of SEM savings?
- Were recommendations made in previous impact evaluations implemented, and if so, how have these changes affected the realization or verification of program savings?
- What recommendations does the evaluator have regarding analysis approaches and assumptions, or customer behavior or decision-making that would be helpful to Energy Trust in designing, implementing, and evaluating its programs in the future?
- Are there economic or other trends that are impacting the program's ability to forecast and estimate savings?

**Deliverable:**

- Chapter in final report on observations and recommendations

**Task 6. Reporting**

The evaluator will provide Energy Trust with a draft report, submitted to the Evaluation Project Manager. The draft will be reviewed and commented on by Energy Trust staff, PMC staff, Energy Trust Board Evaluation Committee members, and other parties

deemed appropriate. 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 will take more than one iteration between the evaluator and Energy Trust. Where applicable, non-confidential data, phone conversations, 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 key findings, including savings estimates and realization rates. All evaluation reports must include, at a minimum, executive summary, background, methodology, findings, and recommendations sections.

The contractor 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 work on the project begins.

**Deliverables:**

- Draft and final evaluation report
- Monthly status reports

## **Schedule**

The draft report will be delivered to Energy Trust by March 1, 2021. A final report will be delivered within two weeks of having received all comments and edits on the submitted draft. The contractor will be required to provide a monthly evaluation update to Energy Trust by the 10th of every month.

## **Budget**

It is anticipated that the budget for the evaluation work as described in this RFP will be in the neighborhood of \$375,000; however, Energy Trust reserves the right to revise budget assumptions at any time.

## 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 to conduct this impact evaluation of an existing commercial construction energy efficiency and strategic energy management program, not to exceed five (5) pages.
- 2) A project proposal, not to exceed 15 pages, including proposed approach to the specific tasks identified in the “Tasks” section above as well as the firm’s proposed approach to the evaluation overall, and a management plan.
- 3) A proposed schedule of deliverables, not to exceed one (1) page. This should include a kickoff meeting scheduled within two (3) weeks of awarding the contract.
- 4) A detailed budget proposal, not to exceed one (1) page; assume that billing will be on a time and materials basis, up to a not-to-exceed cap. The budget proposal must be broken out by task and by individual 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) A summary of 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.
- 6) Résumés of key staff and subcontractor team members who will be executing the work scope.
- 7) 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 that the 22-page proposal page limit does not include the required diversity, equity and inclusion information, résumés of proposed staff or insurance coverage information, which should be addressed in attached appendices.

## 2. Conflict of Interest Disclosure

Respondent must disclose any direct or indirect, actual or potential conflicts of interest respondent 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 respondent will explicitly provide such a statement in their RFP response. The determination of whether a conflict of 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 respondent 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:

- **March 2, 2020** RFP issued
- **March 13, 2020** Intent to bid due
- **March 13, 2020** Questions/request for additional information due

- **March 20, 2020** Clarifications/question responses posted to website
- **March 27, 2020** **Proposals due**

## Requests for Additional Information and Proposal Submission

Any questions and/or requests for clarification regarding this RFP, as well as stating intent to bid on the project, must be submitted via email to the contact named below by **March 13, 2020**. Responses to questions and requests for additional information will be posted on Energy Trust's website no later than **March 20, 2020**. Energy Trust cannot accommodate individual phone, mail, or fax inquiries about the RFP. All questions must be submitted via email.

Stating intent to bid does not obligate a respondent to submit a proposal. Only electronically submitted proposals (in PDF form) will be accepted; faxed or print proposals will not. A signed letter of transmittal (cover letter) is required, but can be scanned and submitted along with the proposal. All proposals must be received by 5pm PST on **March 27, 2020**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFP. Please submit proposal to:

Sarah Castor  
Evaluation Sr. Project Manager  
Energy Trust of Oregon  
Phone: 503.445.7619  
Email: [sarah.castor@energytrust.org](mailto:sarah.castor@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. Respondent 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).

## 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 its 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 respondent(s) 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(s)**

The selected respondent will be required to execute a written contract(s) 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 evaluation, 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 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: MEASURES, SITES AND SAVINGS BY MEASURE CATEGORY**

Note: Only measures in tracks subject to this evaluation are included in these tables.

**Table B1. 2019 Measures, Sites, Savings and Load Factors by Measure Category**

Measure Category	Measures	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm savings	Winter kW Savings	Summer kW Savings	Average Winter Load Factor	Average Summer Load Factor
<b>Air conditioning</b>	2	2	1,234,346	1%	25,308	1%	116	337	0.000094	0.000273
<b>Battery charger</b>	6	6	98,384	0%	-	-	13	13	0.000133	0.000132
<b>Boiler</b>	54	37	5,005	0%	165,899	8%	0	2	0.000035	0.000483
<b>Boiler tune-up</b>	1	1	-	-	677	0%	-	-	-	-
<b>Ceiling insulation</b>	24	23	37,500	0%	43,668	2%	10	3	0.000271	0.000084
<b>Controls</b>	2	2	45,250	0%	-	-	5	6	0.000103	0.000144
<b>Cooling tower</b>	1	1	16,931	0%	-	-	1	6	0.000088	0.000345
<b>Custom boiler</b>	5	5	-	-	60,786	3%	-	-	-	-
<b>Custom building controls</b>	100	94	15,583,829	12%	600,722	29%	1,432	5,157	0.000092	0.000331
<b>Custom chiller</b>	6	6	576,257	0%	-	-	44	212	0.000077	0.000367
<b>Custom de-lamping</b>	36	33	139,606	0%	-	-	24	19	0.000172	0.000139
<b>Custom economizer</b>	2	2	156,864	0%	5,079	0%	29	26	0.000182	0.000168
<b>Custom energy management system</b>	1	1	145,480	0%	603	0%	21	23	0.000148	0.000160
<b>Custom fan</b>	2	2	176,323	0%	-	-	21	51	0.000118	0.000287
<b>Custom gas measure</b>	1	1	-	-	13,816	1%	-	-	-	-
<b>Custom heat recovery</b>	3	3	111,247	0%	18,515	1%	16	18	0.000148	0.000160
<b>Custom HVAC</b>	4	3	365,034	0%	24,494	1%	74	59	0.000204	0.000162
<b>Custom insulation</b>	3	3	51,559	0%	7,404	0%	4	18	0.000087	0.000340
<b>Custom lighting</b>	163	154	1,049,541	1%	-	-	128	109	0.000122	0.000104
<b>Custom lighting control</b>	48	44	2,739,885	2%	-	-	472	407	0.000172	0.000149
<b>Custom motor</b>	1	1	24,147	0%	-	-	4	4	0.000150	0.000146
<b>Custom other measure</b>	7	6	1,981,298	1%	13,654	1%	119	920	0.000060	0.000464

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Measure Category	Measures	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm savings	Winter kW Savings	Summer kW Savings	Average Winter Load Factor	Average Summer Load Factor
Custom pump	1	1	28,046	0%	-	-	5	4	0.000167	0.000149
Custom refrigeration	8	6	423,462	0%	-	-	97	48	0.000229	0.000113
Custom thermostat	3	3	386,148	0%	8,487	0%	17	190	0.000043	0.000492
Custom variable air volume	3	2	307,110	0%	7,698	0%	44	80	0.000144	0.000260
Custom variable frequency drive	28	26	2,050,978	2%	28,536	1%	219	595	0.000107	0.000290
Custom ventilation	3	2	399	0%	5,029	0%	0	0	0.000213	0.000159
Custom welder	2	2	6,451	0%	-	-	1	1	0.000153	0.000168
Demand control ventilation	8	8	5,608	0%	4,788	0%	2	1	0.000435	0.000146
Dishwasher	38	38	226,979	0%	4,830	0%	38	31	0.000167	0.000138
Domestic hot water measures	1	1	3,755	0%	-	-	1	1	0.000205	0.000165
Ductless heat pump	1	1	56,872	0%	-	-	44	1	0.000774	0.000010
Economizer	14	14	20,184	0%	-	-	1	11	0.000046	0.000544
Faucet aerator	1	1	-	-	675	0%	-	-	-	-
Food equipment	446	414	372,583	0%	251,855	12%	50	60	0.000133	0.000161
Generator block heater	6	6	99,000	0%	-	-	14	13	0.000142	0.000134
Heat pump	100	80	2,574,605	2%	-	-	964	164	0.000374	0.000064
HVAC	2	1	23,100	0%	-	-	-	52	0.000000	0.002240
Icemaker	6	5	5,607	0%	-	-	1	1	0.000124	0.000127
Lighting	7,496	2,472	82,781,280	62%	-	-	11,399	10,566	0.000138	0.000128
Lighting controls	331	247	1,068,315	1%	-	-	163	152	0.000153	0.000143
Motors	7	6	49,800	0%	-	-	6	6	0.000124	0.000127
Pipe insulation	5	5	-	-	28,440	1%	-	-	-	-
Powerstrip	35	35	100,559	0%	-	-	13	13	0.000126	0.000128
Radiant heating	6	2	1,057	0%	1,521	0%	0	0	0.000168	0.000200
Refrigerator	16	15	2,639,765	2%	41,285	2%	276	353	0.000104	0.000134
Retro commissioning	16	11	3,407,907	3%	38,644	2%	276	1,340	0.000081	0.000393

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Measure Category	Measures	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm savings	Winter kW Savings	Summer kW Savings	Average Winter Load Factor	Average Summer Load Factor
Server closet mini-split AC units	3	3	6,738	0%	-	-	0	4	0.000046	0.000544
Showerhead	1	1	40	0%	64	0%	0	0	0.000151	0.000135
Steam traps	4	4	-	-	43,495	2%	-	-	-	-
SEM Year 1	15	15	450,326	0%	17,235	1%	-	-	-	-
SEM Continuation	267	267	12,519,743	9%	585,755	28%	-	-	-	-
Tanked water heater	38	27	-	-	19,943	1%	-	-	-	-
Tankless water heater	5	5	-	-	1,024	0%	-	-	-	-
Wall insulation	12	11	11,527	0%	2,740	0%	3	1	0.000271	0.000084
<b>Total</b>	<b>9,400</b>	<b>3,531</b>	<b>134,166,429</b>	<b>100%</b>	<b>2,072,669</b>	<b>100%</b>	<b>16,166</b>	<b>21,077</b>	<b>0.000120</b>	<b>0.000157</b>

## APPENDIX C: 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: \_\_\_\_\_