Energy Trust of Oregon Request for Proposals: Impact Evaluation of 2018-2019 New Buildings Program

RFP Issued: June 4, 2020 Intent to Bid Due: June 19, 2020 Proposals Due: July 10, 2020

Dan Rubado 421 SW Oak St., Suite 300 Portland, OR 97204

503.459.4069



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.

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 is seeking proposals for a contractor to perform an impact evaluation of its commercial new construction energy efficiency program, the New Buildings program, for energy savings achieved in 2018 and 2019.

New Buildings began in August 2003 and is implemented by a Program Management Contractor (PMC) on behalf of Energy Trust. The current PMC is CLEAResult. 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 2018 and 2019 program years, 880 projects were completed at 892 distinct sites, with reported annual energy savings of approximately 83 gigawatt-hours and 1.3 million therms (Table 1). The 2018-2019 energy savings results are within the range of what the program achieved during the previous several years (Figure 1).

Year	Sites	Projects	Reportable kWh Savings	Reportable Therm Savings
2019	427	430	38,640,457	633,697
2018	461	466	44,360,575	647,160
Total	880	892	83,001,032	1,280,857

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, 2010-2019

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 for a few very common building types.
- 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 (PTNZ) 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 2018-2019 program tracks, building types, and measure categories is listed in the following tables.

Program Track	Projects	Reportable kWh Savings	% of Total kWh Savings	Reportable Therm Savings	% of Total Therm Savings
Data Center	3	3,616,523	4%	0	0%
Market Solutions	141	21,505,043	26%	428,641	33%
System Based	708	42,367,163	51%	656,391	51%
Whole Building	28	12,707,719	15%	173,647	14%
PTNZ	12	2,804,584	3%	22,178	2%
Total	892	83,001,032	100%	1,280,857	100%

Table 2: Savings and Projects Completed in 2018-2019, by Track

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 2018-2019, by Measure Category

Measure Category	Projects	Reportable kWh savings	% of total kWh Savings	Reportable Therm savings	% of total Therm savings
Lighting	730	40,395,445	49%	-2,618	0%
Custom HVAC	52	7,223,886	9%	137,386	11%
Tanked water heater	206	0	0%	339,642	27%
Custom other measure*	119	7,650,161	9%	58,972	5%
LEED measure	7	5,405,937	7%	86,608	7%
Faucet aerator	444	1,446,160	2%	172,577	13%
Showerhead	253	1,343,152	2%	175,874	14%
Ventilation	115	3,627,986	4%	4,971	0%
Heat pump	23	3,727,597	4%	-609	0%
Food equipment	135	424,392	1%	111,782	9%
Custom gas measure	35	0	0%	98,680	8%
Custom lighting	42	2,616,978	3%	0	0%
Air sealing	118	2,372,397	3%	1,243	0%
Lighting controls	66	1,582,570	2%	0	0%
HVAC	35	1,040,235	1%	3,415	0%
Other measure	7	935,558	1%	1,424	0%
Variable refrigerant flow	5	880,741	1%	0	0%
Radiant heating	21	20,401	0%	28,569	2%
Refrigerator	15	420,361	1%	14,627	1%
Dishwasher	58	363,367	0%	16,509	1%
Tankless water heater	24	0	0%	15,057	1%
Ductless heat pump	13	392,015	0%	0	0%
Clothes washer	38	180,693	0%	5,196	0%
Custom insulation	13	294,311	0%	649	0%
Gas furnace	18	0	0%	7,320	1%
Server Closet AC	76	169,527	0%	0	0%
Custom windows	2	69,820	0%	2,791	0%

Total	892	83,001,032	100%	1,280,857	100%
Powerstrip	1	1,055	0%	0	0%
Domestic hot water	1	0	0%	42	0%
Custom building controls	1	11,548	0%	0	0%
Generator Block Heater	1	14,630	0%	0	0%
Economizer	4	22,507	0%	0	0%
Custom controls	1	32,689	0%	0	0%
Controls	3	49,140	0%	0	0%
Icemaker	38	50,209	0%	0	0%
Custom refrigeration	1	64,665	0%	0	0%
Custom lighting control	3	87,425	0%	0	0%
Market Solutions measure	1	83,475	0%	748	0%

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 2018-2019, by Building Type

Building Type	Projects	Reportable kWh Savings	% of Total kWh Savings	Reportable Therm Savings	% of Total Therm Savings
Multifamily Market Rate*	149	19,810,593	24%	410,069	32%
Warehousing and Storage	75	17,238,415	21%	6,854	1%
Office	120	9,190,832	11%	37,674	3%
Lodging/Hotel/Motel	28	2,846,526	3%	235,835	18%
Education	87	3,468,199	4%	96,415	8%
Assisted Living Property	20	3,003,861	4%	105,036	8%
Affordable Multifamily*	35	3,995,398	5%	69,175	5%
Hospital	11	3,202,458	4%	66,311	5%
Data Center	3	3,616,523	4%	0	0%
Retail	54	2,364,615	3%	38,490	3%
Restaurant	93	668,020	1%	89,700	7%
Manufacturing/Food Processing**	40	2,406,475	3%	6,770	1%
Parking Structure/Garage/Lot	19	2,044,948	2%	7,407	1%
Grocery	8	1,745,800	2%	14,984	1%
Government/Municipal/Public	17	1,599,190	2%	17,050	1%
College/University	18	1,116,113	1%	7,647	1%
Police/Fire Protection	12	339,666	0%	26,973	2%
Gym/Athletic Club	17	794,893	1%	8,167	1%
Health	37	798,426	1%	6,868	1%
Assembly	17	547,374	1%	9,574	1%
Amusement/Recreational	7	510,589	1%	6,946	1%
Auto Services	12	231,273	0%	11,597	1%
Agriculture/Forestry/Etc.	4	188,169	0%	0	0%

Building Type	Projects	Reportable kWh Savings	% of Total kWh Savings	Reportable Therm Savings	% of Total Therm Savings
Museum/Library	5	81,460	0%	18	0%
Unknown	5	1,191,216	1%	1,298	0%
Total	892	83,001,032	100%	1,280,857	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 market rate and affordable properties contained an average of 88 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.1,2,3,4

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 2019 and covered the 2015-2016 program years. An impact evaluation of the 2017 program year 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 2011-2019. These projects were evaluated separately due to their large savings, complexity of the projects, and the need to evaluate them on a different schedule than allowed by the overall program impact evaluation. The results from 2018-2019 large project studies will either need to be removed from the sample frame of the 2018-2019 program impact evaluation or the results will need to be integrated.

This impact evaluation project will need to adapt its methods to the current circumstances of the coronavirus pandemic, to minimize risk to Energy Trust's customers and contractors. This may mean conducting many site visits remotely, relying on site contacts to provide more information, using EMS and utility data whenever possible, and accepting a lower level of savings certainty in some cases. With many new buildings now minimally

³ Energy Trust's 2019 Annual Budget and Action Plan can be found at: <u>https://www.energytrust.org/wp-content/uploads/2019/03/Approved_2019_Budget_Binder_Amended_3.18.19.pdf</u>

⁴ Energy Trust's 2018 Annual Report can be found at: <u>https://www.energytrust.org/wp-</u> content/uploads/2019/04/2018.Annual.Report.OPUC_.pdf

^{1 2015-2016} New Buildings Program Impact Evaluation can be found at: <u>https://www.energytrust.org/wp-</u>content/uploads/2020/01/2015-2016-New-Buildings-Program-Impact-Evaluation-Final-wSR.pdf

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

occupied, some data collection activities may not make sense, or may need to be significantly delayed. We may postpone collection of building operational and usage data, to properly evaluate savings, until building operations stabilize and become more typical, or at least reflective of operations in the new, post-COVID-19 world. As a result, we expect that the timeline for this impact evaluation will be longer than usual. While we have set a delivery date for the draft report of July 31, 2021, we will reassess the situation as the project progresses.

The goals of the 2018-2019 impact evaluation are to:

- Develop reliable estimates of New Buildings gas and electric savings for the 2018 and 2019 program years. 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.
- Develop estimates of electricity demand savings at the measure category level and for the program overall.
- Report important observations about New Buildings projects and make recommendations for specific changes that will help Energy Trust improve the accuracy of future *ex-ante* savings estimates, future engineering studies, and the results of future impact evaluations.

This impact evaluation represents the last two program years before a major shift in Oregon's energy code took full effect in 2020. As such, its relevance to the future of the program is limited. Thus, we intend for this to be a streamlined study, focused on overall program realization rates, electricity demand impacts, and identifying specific issues driving the realization rates. Additional research will be considered out of scope. *Respondents should consider this when developing their proposal and budget.*

Tasks

It is anticipated that the selected evaluator will be required to undertake the following major tasks outlined below. *Respondents should address each task in their proposals and describe their approach. In addition, respondents should identify any challenges they foresee in implementing these tasks and recommend solutions.*

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 selected evaluator will have an opportunity to meet with Energy Trust and PMC staff at a kick-off meeting to establish points of contact with the program, discuss points of coordination, and present a proposed evaluation work 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 years 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 a proposed evaluation work 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 work plan, including sample design, research methodologies, COVID-19 adaptations, 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 and completed project data for 2018 and 2019, along with other project documentation necessary to develop a sampling plan. Based on feedback received on the proposed evaluation work plan at the kick-off meeting, and their review of program data and documents, the selected evaluator will develop a detailed final work plan, containing the following:

- Evaluation goals
- Evaluation methodologies
 - Data collection
 - COVID-19 adaptations
 - Data collection
 - Analysis
 - Report preparatation
- Sampling plan
- Communications plan
- Coordination points with PMC staff
- Schedule of tasks and deliverables

Many of these items will be included in the proposed evaluation plan described in Task 1, such as the evaluation goals and methodologies, but will be formalized and approved in the work plan. *Proposals should address each of these areas.*

Sampling Plan

Proposals should describe the expected evaluation sampling plan. The sampling plan should incorporate major building types 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 the past when certainty projects could not be recruited.

Proposals should specify estimated sample sizes for the evaluation that are sufficient to achieve 10% relative precision at a 90% confidence level for program-level electric savings separately, by year. The sampling plan will include, at a minimum, a description of the stratification scheme, 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 selected evaluator will provide a draft sampling plan to Energy Trust evaluation staff to review and approve. The selected evaluator will incorporate feedback into the sampling plan, as needed.

Communications Plan

Proposals should describe a general approach to customer communications, recruiting, and coordination. The communications plan component of the work plan will detail how customer communications will be handled and coordinated between the selected 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 selected 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 selected evaluator must consider that large commercial customers with complex projects often take much longer to arrange site visits (inperson and remote) with and fulfill data requests. The selected evaluator will provide a draft communications plan to Energy Trust and PMC staff to review and discuss. The selected evaluator will incorporate staff feedback into the final plan, as needed.

Coordination Points with PMC Staff

The work plan will identify major coordination points with Energy Trust and PMC staff and build-in review periods for each work product. These coordination points are 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.

Schedule of Tasks and Deliverables

Proposals should include a draft schedule based on the overall timeline for the project and account for potential delays in data acquisition due to COVID-19, to avoid analyzing periods of atypical operation or low occupancy. In the work plan's schedule, the selected evaluator will set reasonable timelines for review of each work product and include timelines for each deliverable. The selected evaluator will schedule the project so that recruiting and data collection occur in two waves, with 2018 projects being evaluated first and 2019 projects being evaluated later in the schedule. Energy Trust expects the selected 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. Draw Sample, 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 feedback received from staff, some sites may need to be removed and replaced in the sample. Energy Trust evaluation staff will provide the selected evaluator with detailed project files for each selected project, documenting the building details, savings methodology, and incentives provided. For projects with prescriptive measures, Energy Trust will provide the relevant measure approval documents (MADs) describing the qualification criteria and assumptions built-in to the savings estimates.

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 may be removed from the sample frame, or their results may be integrated into this impact evaluation. There were three such projects in 2018, accounting for about 7 million kWh in reported savings, and five such projects in 2019, accounting

for about 9 million kWh and 350,000 therms in reported savings. These projects are included in the program savings totals and tables presented above.

The selected evaluator will develop a general data collection tool and facility operator interview guide to use during site visits (in-person or remote). 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 selected evaluator will incorporate any staff feedback into the final tool and interview guide.

For the sample of selected sites, the evaluator will prepare 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 or remote inspection, equipment metering, Energy Management System (EMS) trend data, email request to participant, etc.). It is anticipated that these plans will be more complex for whole building projects, system-based projects with measures based on custom engineering analysis, and projects with very high savings. The plans must include COVID-19 adaptations, to minimize risk to Energy Trust's customers and the selected evaluator's staff, as well as account for disrupted building operations and potentially unusable data.

The site-specific plans will be less complex for market solutions projects, systembased projects with deemed or calculated savings measures, and projects with low savings. The evaluator will provide site-specific evaluation plans to Energy Trust and PMC staff for review for the five largest projects in the sample and a representative sample of ten smaller projects. The selected evaluator will incorporate staff feedback into the final site-specific 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 Data Collection and Facility Operator Interviews

Once the list of sampled sites and site-specific evaluation plans are finalized (Task 3), PMC staff will provide an introduction to the appropriate participant contact for each sampled project, according to the communications plan developed in Task 2. The selected evaluator will then recruit the sampled participants and perform primary data collection activities—site visits and facility operator interviews. The selected evaluator will follow the communications plan throughout recruitment, site visits, and interviews. Recruiting and data collection should be conducted in two waves, with 2018 projects evaluated first and 2019 projects evaluated later in the project schedule. As noted in Task 3, not every sampled site will require a site visit, and many site visits may be conducted virtually, depending on the planned evaluation activities and COVID-19 adaptations. Facility operator interviews or acquisition of key operational data may suffice in some cases.

Proposals should specify the estimated number of site visits (in-person or remote) that the budget can accommodate, along with the estimated number of projects using alternative data collection methods. They should also describe the evaluator's plans to adapt data collection methods to the circumstances of COVID-19, while still collecting sufficient, reliable data to evaluate savings.

Site visits (in-person or remote), interviews, and other data collection will be coordinated with customers to minimize disruption to site personnel and ensure the safety of the customer's and evaluator's staff. The selected 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 (in-person or remote), the selected evaluator will physically or virtually 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, measures with large uncertainty in their assumptions, custom engineering analyses, and complex projects will necessitate more detailed data collection and analysis. In some cases, this will include obtaining utility meter energy usage data or conducting spot metering and short-term equipment metering.

Proposals should specify the estimated number of site visits (in-person or remote) with equipment metering that the budget can accommodate, along with the estimated number of projects using other data collection methods. In addition, respondents should describe the logistics of installing and retrieving metering equipment.

For sites with savings based on building simulation modeling, the selected evaluator must collect enough building characteristics and operations data to perform a rigorous, calibrated, building simulation model, comparing the actual building conditions to the assumed baseline building construction and operation. Energy Trust will provide the original simulation models and energy usage data from utility bills for applicable sites5. Other data, such as data from an EMS, may be obtained directly from the participant by the selected evaluator. Building characteristics, occupancy, operational data, energy usage data, equipment metering 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 levels.

⁵ 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).

As noted above, some data collection activities may need to be significantly delayed to obtain representative operational and energy usage data that can be used to analyze energy savings, from a time period where buildings are operating normally and are fully occupied.

Facility operators will be interviewed to provide the selected evaluator with information about building operations and installed equipment. It is expected that this will be done as part of the site visit (in-person or remote) 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 methods

Task 5. Impact Analysis

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

- Estimates of total program electric savings, electricity demand savings, and gas savings, with a breakdown by building type, measure category, and program track; and,
- Estimates of program level electric and gas savings realization rates, with a breakdown by building type, measure category, and program track.

To estimate program-level energy savings and realization rates, measure-level and site-level evaluated savings will be aggregated through a savings-weighted expansion, based on the sample stratification scheme. Energy Trust will provide peak period definition and load coincidence factors (at the measure category level) to estimate electricity demand savings based on the total electric savings.

It is expected that site-level energy savings will be estimated through one or more of the following techniques:

- Verification
- Engineering calculations
- Analysis of metering, billing, and/or EMS data
- Calibrated building simulation models

Verification: As noted in Task 3, the selected evaluator will physically (or virtually) verify installed equipment during site visits (on-site or remote) and collect basic equipment information. The selected evaluator will compare this information to program records to determine if there are any discrepancies; if equipment meets program requirements; if installed quantities, capacities, efficiency ratings, and fuel types are recorded correctly; and, if measures are operating as intended.

Engineering calculations: The evaluator will review the engineering calculations and input parameters that were used to estimate savings. Input parameters that were

derived from on-site or virtual data collection, EMS data, and interviews will be used to re-estimate savings and compare them with the *ex-ante* savings estimates.

Analysis of metering, 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 schedules, setpoints and operating parameters, and actual energy loads. This will allow for a more accurate assessment of energy savings, 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 (or virtually) 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 to review for the 20 largest projects in the sample (only those utilizing custom engineering analysis or whole building simulation modeling). The analysis results should include site-specific evaluated savings and realization rates, as well as a description of parameters that were adjusted and 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 the selected evaluator's observations from the field and recommendations to more accurately forecast energy savings. In addition, Energy Trust is interested in having the selected 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 or need to be updated?
- Are there any obvious errors in the assumptions used in the energy savings analyses reviewed?
- Were any analytical or accounting errors made in either in the original savings estimates or during the savings verification process?
- What factors resulted in large variances in *ex-ante* vs evaluated savings (assumptions too conservative, incorrect hours of operation, etc.)?
- What buildings types and measure categories had large variances in *ex-ante* vs evaluated savings and what were the causes?

Deliverable:

- Draft site-specific analysis results for the 20 largest projects
- Chapter(s) in final report on the analysis methods and findings, including electricity demand savings

Task 6. 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 selected 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 selected 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 selected 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, *exante* savings, evaluated savings, realization rates, and descriptions of on-site (or virtual) findings, and any adjustments made to inputs and assumptions. For whole building simulation projects, a description of the parameters that were adjusted and the rationale for adjusting them will be included. 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 selected evaluator will also provide an interim memo, not to exceed five pages, of findings from the 2018 program year, once those become available. This memo will briefly summarize the 2018 evaluation sample, methods, and results and provide early information about the 2018 program year prior to the evaluation being completed.

The selected 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 full evaluation report
- Draft and final interim memo
- Monthly status reports

Schedule

The draft interim memo will be delivered to Energy Trust by January 31, 2021 and the full draft report will be delivered by July 31, 2021. A final report will be delivered within two weeks of having received all comments and edits on the submitted draft. The selected evaluator will be required to provide a monthly evaluation update to Energy Trust on the 10th of every month. *Proposals should include a timeline for the tasks above. It is expected that Energy Trust will enter into a contract with the selected vendor beginning in August 2020 and going through September 2021. This schedule may be modified, as needed, to adapt data collection activities to the ongoing impacts of the coronavirus pandemic.*

Budget

It is anticipated that the budget for the scope described in this RFP will be in the range of \$375,000 to \$400,000; however, Energy Trust reserves the right to revise budget assumptions at any time. *Proposals should be bid as a time-and-materials, "not-to-exceed" type contract. Proposals should provide a detailed budget. Budget proposals should describe the underlying assumptions and may identify drivers of cost that can be modified without compromising the integrity of the evaluation.*

Proposal Requirements

Proposal must contain the following information. There is a 23-page limit for proposals, not including résumés, insurance coverage information, conflict of interest disclosure, or representations and signature page.

1. Proposal Information

Qualifications

Provide a description of your firm's qualifications, including key staff, to conduct an impact evaluation of a multifaceted, new commercial construction energy efficiency program, and the tasks described in this RFP. Proposals should describe the respondent's experience doing similar work and identify specific aspects of the evaluation where the respondent's experience will be particularly relevant. **Should not exceed 4 pages.**

Technical proposal

Provide a detailed technical proposal, including proposed technical approach to the specific tasks identified in the "Tasks" section above, as well as the firm's proposed approach to the project overall. The Tasks section provides the requirements for the project and detailed guidance on the anticipated scope and activities included in the evaluation. Identify any potential challenges or methodological issues that seem likely to come up and propose solutions. **Should not exceed 14 pages.**

Staffing plan

Describe the project team, role of each team member, and the management plan. **Should not exceed 1 page.**

Schedule

Proposed a schedule, including approximate dates of major activities and deliverables. Assume a project kick-off meeting will be scheduled within two weeks of awarding the contract. **Should not exceed 1 page.**

Budget

Provide a detailed budget proposal with information about the assumptions that drive costs. Proposals may provide options for specific activities or choices that will impact the budget. Assume that billing will be on a time and materials basis, up to a not-to-exceed budget cap. Proposals should summarize the budget in a table, breaking out the estimated hours and costs by task and by staff member (please use the budget template provided below). Key staff should be identified by name, with billing rates for each, listed in the table. **Should not exceed 2 pages.**

Staff Name	Hourly Rate	Hours Pe	er Task	Total Hours	Total Cost	
		Task 1	Task 2	Etc.		
Name1						
Name2						
Total Hours Per Task						
Labor Cost Per Task						
Non-Labor Costs						

Budget template:

Diversity, equity, and inclusion

Describe your firm's specific efforts and experiences in integrating diversity, equity and inclusion internally at your firm, including both staffing and contracting for services. Note whether your firm is Oregon COBID-listed and/or whether your firm is woman or minority-owned. **Should not exceed 1 page.**

Insurance information

Energy Trust requires its contractors 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 for contractors handling sensitive data. Provide a description of the insurance coverage provided by your firm for conducting this evaluation, 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

No page limit.

Résumés

Provide résumés of key staff and subcontractor team members who will be executing the work scope. **No page limit.**

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 therein.

Proposal Selection Criteria

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

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

Schedule & Administration of Proposal Selection Process

RFP Schedule:

- June 4, 2020 RFP issued
- June 19, 2020 Intent to bid due
- June 19, 2020 Questions/request for additional information due
- June 26, 2020 Response to questions sent no later than

• July 10, 2020 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 June 19, 2020. 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 June 19, 2020. 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 PDT on July 10, 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:

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"), <u>[INSERT CONTRACTOR LEGAL BUSINESS NAME HERE]</u> ("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:

- 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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Utility Customer Information Confidentiality Agreement – Contractor Version

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 REPRE	SENTATIVE 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.
- 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 Employe	r:
Date:	
Phone Number:	
Email:	