Energy Trust of Oregon
Request for Qualifications:
Impact Evaluation Process for Large / Complex Commercial and Industrial Projects

RFQ Issued:	**October 19, 2021**
Intent to Bid Due:	**November 12, 2021**
Proposals Due:	**November 23, 2021**

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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 $4.6 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.

Some of Energy Trust's requirements in this Request for Qualifications (RFQ) 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 requesting qualifications and quotes from experienced Contractors for the management of Energy Trust's process for selecting, planning, and conducting project-specific impact evaluations of large / complex commercial and industrial energy efficiency projects. This process will include projects from Energy Trust's four commercial and industrial programs—Existing Buildings (EB), New Buildings (NB), Production Efficiency (PE), and Business Lighting (BL). These four programs cover all building types and market segments in the commercial, industrial, and agricultural sectors, including multifamily buildings. The selected Contractor will manage this process for two years. If Contractor completes the work satisfactorily, the contract may be extended for a third year.

Each program is managed and delivered independently by a Program Management Contractor (PMC) or team of implementation contractors. Existing Buildings has been managed by TRC since January 1, 2021, along with a team of subcontractors and program allies. Production Efficiency is managed internally by Energy Trust staff and delivered by a team of implementation contractors. An RFP process will be held in 2022 to select a new team of contractors to implement PE beginning in January 2023. The BL program was spun off from the EB and PE programs in 2021 to consolidate services and better serve the evolving retrofit lighting market. It has been managed by CLEAResult since its inception on January 1, 2021. New Buildings is managed and delivered by CLEAResult, with support from subcontractors and program allies. More information about the design, budget, goals, and accomplishments of these programs, as well as past impact evaluation reports, can be found on Energy Trust's website at:

https://www.energytrust.org/about/reports-financials.[1,2,3,4,5]

In the past, large / complex projects were evaluated as part of the standard, program-wide, annual impact evaluations, with mixed success. Some of the issues we encountered stemmed from a misalignment in the timing of evaluation activities and when large projects were ready to be evaluated. Large / complex projects generally required more time between project completion and evaluation than afforded by standard, program-wide impact evaluations. Standard, program-wide impact evaluations for commercial and industrial programs are typically conducted one to two years after projects are completed, but some large / complex projects may be phased or may not be fully occupied, commissioned, or loaded at that point.

In some cases, customers were surprised by the request to participate in an evaluation, or the amount of time and effort required to facilitate evaluation. Some customers were reluctant to participate, provide site access, or furnish data requested by evaluators due to staff time constraints or security and confidentiality concerns. In addition, evaluating large / complex commercial and industrial projects generally required more lead time, planning, and effort from evaluators, and more engagement with the customers than afforded by the program-wide impact evaluations. Large / complex projects were often unique, represented a large amount of program savings, and could not be replaced in an evaluation sample without a significant loss of confidence and precision in the evaluated results. In short, many large / complex projects were not well suited to standard, program-wide impact evaluations.

We first evaluated a group of large / complex NB projects separately in 2015, after several large / complex projects had to be set aside from the standard, program-wide impact evaluations, due to a mismatch in the timing of evaluation activities with project completion, commissioning, and achieving full occupancy or loading. In 2017, Energy Trust instituted a formal site-specific impact evaluation process to identify large NB projects early and handle them separately from the rest of the program. This process was intended to remedy the issues described above and to ensure that all such projects were properly evaluated going forward.

In addition to the NB large / complex project impact evaluation process, a similar process has been in place for Energy Trust mega-projects for many years. Mega-projects have

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[1] Energy Trust 2021 Annual Budget and 2021-2022 Action Plan can be found at: https://energytrust.org/wp-content/uploads/2021/05/Amended_2021-22_Budget_Binder.pdf

[2] 2020 Annual Report to the Oregon Public Utility Commission and Energy Trust Board of Directors can be found at: https://energytrust.org/wp-content/uploads/2021/04/2020.Energy-Trust-Annual-Report.pdf

[3] Impact Evaluation of the 2019 Existing Buildings Program can be found at: https://www.energytrust.org/wp-content/uploads/2021/09/Existing-Buildings-PY2019-Impact-Evaluation-Report-wSR.pdf

[4] Impact Evaluation Report for 2018-2019 Production Efficiency Program can be found at: https://www.energytrust.org/wp-content/uploads/2021/08/2018-2019-PE-Impact-Evaluation-Report_FINAL_04.9.2021-w-SR.pdf

[5] 2017 New Buildings Program Impact Evaluation can be found at: https://www.energytrust.org/wp-content/uploads/2020/06/2017-New-Buildings-Program-Evaluation-FINAL-wSR.pdf

very large incentives (greater than $500,000) paid out on a performance basis over time. Mega-projects require Energy Trust Board approval and a dedicated impact evaluation to verify energy savings.

In more recent years, we have developed comparable large project impact evaluation processes for the EB and PE programs. This contract will bring the NB, EB, and PE large / complex project evaluation processes together, along with large / complex BL projects and mega-projects, into one streamlined process, to be managed under a single contract.

Each year, we expect three to six large / complex commercial and industrial projects to enter this evaluation process, comprising a significant proportion of annual energy savings in their respective programs. In some years there may not be any large / complex projects selected from a given program, and in other years there may be several. It is critical that Energy Trust evaluate each of the large projects selected due to their large contribution to program savings and potentially large uncertainty. Large / complex projects cover the spectrum of commercial and industrial building types, but tend to fall into a few categories, including data centers, hospitals, schools, colleges and universities, large office buildings, cannabis grow operations, and large industrial plants. Large / complex projects often involve buildings with complex systems and often utilize custom engineering analysis or a whole building energy simulation model to estimate energy savings. These analysis activities are typically completed as part of an energy study or building design process conducted by engineering firms affiliated with Energy Trust programs. Program staff review and approve the energy analysis and savings estimates before savings are claimed.

The large / complex project impact evaluation process begins by periodically reviewing projects that meet a basic set of criteria. Energy Trust program and Evaluation staff meet periodically to review candidate projects, discuss which ones would benefit from a standalone impact evaluation, and select projects into the large / complex project impact evaluation process. A project may be selected if it has very high gas or electricity savings relative to other program projects, plus any of the following reasons:

- Very high customer incentive payments, near or exceeding Energy Trust's mega-project threshold of $500,000[6]
- Phased projects that won't be complete for several years
- Not likely to be fully occupied or achieve full loading for several years
- Complex systems or unknown operational parameters leading to uncertain savings estimates or requiring specialized expertise to properly evaluate
- Certain types of projects known to have high savings variance, such as central utility plants, district heating/cooling systems, and heat recovery systems
- A need for lengthy or involved engagement with the customer to obtain the data required for rigorous evaluation

[6] Mega-projects, which have incentive payments of $500,000 or more, require Board approval and a dedicated project evaluation plan. They are sometimes paid out over several years and are relatively rare across commercial and industrial programs.

- Stringent customer security and confidentiality requirements that may impede site access or provision of customer data that are critical to the success of the evaluation
- An important customer relationship that must be handled carefully, where a warm hand-off to the evaluator is crucial

Even if a project has high savings, it may be deemed suitable for the standard, program-wide impact evaluation process if it employs only simple measures, it is generalizable to the broader program population, the timing of standard impact evaluation activities is acceptable, data collection activities will not be extensive, customer security and confidentiality requirements will not limit data collection, and the customer is familiar and comfortable with the standard, program-wide impact evaluation process.

After a project is selected into the large / complex project impact evaluation process, the first phase of the process starts with introducing the customer to the evaluator and the evaluation process. The evaluator reviews project documents and building plans, and conducts an initial site visit (in-person or virtual), in conjunction with program staff, to become familiar with the project, building operations, and efficiency measures. After the initial visit, the evaluator develops an evaluation plan for the project describing additional site visits required, data collection activities, anticipated data requests, an analysis plan, and a schedule of activities, which is then presented to the customer. We have found that introducing the evaluator and setting expectations with the customer early on, have avoided some of the issues described above, resulting in more successful evaluations and more satisfied customers. This phase of the process may be adapted to the needs of the specific customer or project.

In the second phase of the process, the evaluator conducts the activities described in the evaluation plan, according to the agreed upon schedule, including all data collection and analysis of energy savings. The second phase may occur immediately after the evaluation plan is developed or not for several years. The timing simply depends on when the facility will reach a state of stable operations where savings can be reliably estimated. A site report detailing the evaluation findings and energy savings results is provided to Energy Trust. Savings results are incorporated into the program savings realization rates and adjustment factors. These factors are used for future program savings projections and budget developments. Any notable findings or recommendations from the evaluator are considered for program improvements. Energy Trust publicly reports evaluation information only in aggregate and the site reports and findings from individual sites are considered confidential.

Energy Trust is seeking a qualified Contractor to manage the impact evaluation process for large / complex commercial and industrial energy efficiency projects. Contractor must be able to respond quickly once a project is selected, be flexible on the timing of site visits, commit to an evaluation process that may begin immediately and take more than a year or two to complete, and provide excellent communication and customer service throughout.

Evaluation Objectives

Energy Trust performs process and impact evaluations of its programs on a regular basis. The large / complex project evaluation process is intended to complement these standard, program-wide impact evaluations by ensuring that the program's largest projects are properly evaluated and that its most important customers have a positive experience. The goals of the large / complex commercial and industrial impact evaluation process are to:

- Set expectations with customers about evaluation requirements up front and maintain good relationships with customers throughout the evaluation process
- Avoid common problems in evaluating large projects related to timing of data collection, site access, data confidentiality, and staff availability
- Develop robust, reliable, independent estimates of gas and electric savings impacts for individual large / complex projects
- Develop estimates of electricity demand savings for individual large / complex projects
- Report any important observations about each project, substantial deviations from claimed savings, and problems with the energy savings calculations, energy models, accuracy of assumptions, or the basis for estimated saving
- Make recommendations to help Energy Trust improve the accuracy of energy savings estimates and the effectiveness of future engineering studies and building energy models

Tasks

If selected through this Request for Qualifications (RFQ), it is anticipated that the selected evaluator will be engaged by written contract to undertake the following major tasks to manage Energy Trust's impact evaluation process for large / complex commercial and industrial projects from 2022 through 2023. The major tasks are separated into three main work areas: project management, evaluation planning, and evaluation implementation.

Proposals should include the items and content specified in bold in Tasks 2 and 8 through 12, below.

Project Management Tasks

It is anticipated that the selected evaluator will undertake the following project management tasks.

Task 1. Orientation Meeting

The selected evaluator will organize and attend an orientation meeting[7] to meet program implementation and Energy Trust staff. The selected evaluator will have an opportunity to discuss the details of the large / complex project evaluation process with Energy Trust and implementation staff, clarify any key points, and present their general approach to evaluating large / complex projects. This meeting will also help establish the key contacts and procedures for the evaluation process. To help with the orientation, the meeting may include discussion of example projects and past evaluations. The meeting also may include a review of active candidate projects, as described in Task 3. The selected evaluator will take notes summarizing the meeting and any decisions that are made.

Deliverables:

- Notes from meeting

Task 2. Manage Large / Complex Projects Impact Evaluation Process

The selected evaluator will manage all aspects of the large / complex commercial and industrial project impact evaluation process, as described in the major tasks in this RFQ. This includes using Energy Trust's guidelines to identify projects to evaluate under the large / complex project process and coming to mutual agreement on the selected projects with Energy Trust and its implementation contractors. It also includes managing and conducting the evaluation activities for selected projects, described in the tasks below, to a successful completion and meeting Energy Trust's objectives. Individual evaluation projects can, at times, span multiple years from the time they are initiated to the time a final report is completed. It will be imperative for the selected evaluator to apply good project management practices to ensure that each evaluation project stays on track, on schedule, on budget, and is successfully completed. The selected evaluator will need to periodically check in with customers to keep them informed and maintain continuity. They will also need to keep Energy Trust and its implementation contractors informed of progress on each evaluation project.

The selected evaluator will develop a customer engagement plan, after the orientation meeting (Task 1), to ensure that they maintain a high level of customer satisfaction, maintain continuity with customers, and are responsive to customers' concerns. This plan will be referenced when communicating with and reengaging customers, particularly in Task 9, below. Customer communications will adhere to the following general process. Program implementation staff will initiate contact with customers about the evaluation process and introduce the customer contacts to the selected evaluator. The selected evaluator will then engage with customers and provide clear, effective communication (note that this may not always be a single person; sometimes multiple people may be involved in a single large project) in accordance with guidance provided by Energy Trust and implementation staff for each project and customer

[7] May be held in-person, virtually, or as a hybrid, depending on where staff are located and current Covid-19 restrictions and guidelines.

relationship. The selected evaluator will coordinate with program outreach and Energy Trust Evaluation staff on customer communications and copy them on email exchanges with customers. Energy Trust has high expectations for contractors working with customers to provide excellent customer service and comply with customer service guidelines throughout the evaluation process. If any issues arise during their interactions with a customer, the selected evaluator will immediately notify Energy Trust and program implementation staff.

Deliverables:

- Customer engagement plan
- Immediate notification of any customer service issues

Respondents should briefly describe their general approach to project management. This information should be included in the "Methodological Approach" section of the proposal and should not exceed one page.

Task 3. Review and Select Active Projects for Evaluation Process

The selected evaluator will facilitate and participate in periodic meetings for each major program, to review and discuss candidate projects with program implementation and Energy Trust Evaluation staff. Candidate projects will be surfaced by program implementation staff and include projects that are currently active and meet the basic screening criteria for large / complex projects in each program. In advance of these meetings, program implementation staff will provide summary information for each candidate project to the selected evaluator.

During these meetings, candidate projects will be assessed to determine which ones will benefit from the large / complex project impact evaluation process. Only a subset will be selected after review and mutual agreement between Energy Trust, implementation contractors, and the selected evaluator. A project may be selected for the large / complex project impact evaluation process for the reasons described in the Background section, above, which may be updated from time to time by Energy Trust. Projects with high savings may be eliminated if they are deemed suitable for the standard, program-wide impact evaluation process. Each project reviewed will be categorized as: selected, eliminated, or hold until the next meeting. The selected evaluator will take notes at each project review meeting, summarizing the projects discussed and any decisions that are made.

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

Deliverables:

- Projects identified for the large / complex project impact evaluation process
- Notes from meetings documenting decisions

Task 4. Monthly Reporting

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

Deliverables:

- Monthly status reports

Stage 1: Evaluation Planning Tasks

It is anticipated that the selected evaluator will undertake the following Stage 1 evaluation planning tasks for each selected large / complex commercial and industrial project. Stage 1 includes all tasks up until the stage gate that requires Energy Trust approval of the evaluation plan and budget before moving on to the Stage 2 tasks. This phase of the process may be adapted to the needs of the specific customer or project.

Task 5. Review Project Documents

For each large / complex project, Energy Trust and its program implementation contractors will provide the selected evaluator with project files describing the facility and proposed efficiency measures, building plans including mechanical and electrical, any savings calculation workbooks or energy modeling files, project tracking data containing savings and incentive forecasts, relevant program technical guidelines, and other related documents. The selected evaluator will also be provided with utility customer energy usage data.[8]

The selected evaluator will review the provided documents and data to gain an understanding of the project, proposed efficiency measures, and the analysis methods used to develop the savings estimates. The selected evaluator will perform a detailed review of the assumptions, baseline, calculations, and modeling files to determine if they are resulting in reasonably accurate savings estimates. The selected evaluator will then discuss the details of each project with program implementation staff (including project engineers and outreach staff) to obtain additional information and clarification about the project and savings analysis.

The selected evaluator will use this information to discuss the project with the customer as part of Task 6 and to prepare for the preliminary site visit, described in

[8] Access to Energy Trust's Utility Customer Information (UCI) energy usage database is subject to specific confidentiality and nondisclosure requirements (see ***Appendix C***), which are in addition to any other contractual confidentiality obligations.

Task 7. Once the document review is complete, the selected evaluator will be expected to create an outline of the evaluation scope that lists each of the measures to be analyzed and the potential data collection and analysis methods to be used. This outline will be the basis for the evaluation plan described in Task 8, although additional information may factor in.

Deliverables:

- Outline of evaluation scope

Task 6. Introductory Meeting with Customer

Program implementation staff will be primarily responsible for initiating communication with customers about the evaluation process and will help recruit them to participate. For each large / complex project, prior to the program's verification site visit, program outreach staff will introduce the selected evaluator to the customer contacts and help set up an introductory meeting. This meeting may be virtual or combined with the preliminary site visit described in Task 7, depending on availability of the customer contacts. The primary goal of this meeting will be to discuss the evaluation process with the customer, its purpose, and the expectations for the customer. The selected evaluator should walk the customer through the process, including the preliminary site visit, evaluation plan, potential data collection activities, and reporting to Energy Trust and the customer. The selected evaluator will discuss the project at a high level, as well as any details that need to be clarified. Afterwards, they will provide notes summarizing the meeting to Energy Trust Evaluation staff.

Deliverables:

- Notes from introductory meeting

Task 7. Preliminary Site Visit

For each large / complex project, the selected evaluator will attend the program's verification site visit with program implementation staff. If that is not possible, then the selected evaluator will work with program staff to set up a separate preliminary site visit. If the COVID-19 pandemic, or other factors, make a site visit unsafe or undesirable, a virtual site visit is an appropriate substitute. As noted above, the preliminary site visit may be combined with the introductory meeting (Task 6) or conducted separately. The primary goals will be to meet with customer representatives in-person to build rapport, observe the installed equipment and facility operating conditions, discuss important project details with facilities staff, and answer any questions about the evaluation process. The selected evaluator will also inquire about future plans for the facility (loading schedule, additional expansions, etc.) and the type of data being collected at the site that could be made available for the evaluation. If an Energy Management and Information System (EMIS), building control system, or similar system is installed, the selected evaluator will discuss with the customer what parameters they are tracking and whether trending has been enabled. Afterwards, the selected evaluator will utilize information gathered during the

preliminary site visit to develop the evaluation plan and budget (Task 8) and provide notes summarizing their findings to Energy Trust Evaluation staff.

Deliverables:

- Notes from site visit

Task 8. Develop Project Evaluation Plan, Schedule, and Budget

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

The evaluation plan will specify the data collection activities to be conducted, including additional site visits, metering, data logging, and customer-provided data. The selected evaluator should create an evaluation plan that is realistic and supports the development of rigorous and reliable estimates of annual gas and electricity savings, as well as peak electricity demand savings. The plan will list specific data parameters to be collected, the timing of evaluation activities, and the analysis methods that will be used to evaluate energy savings for each measure. In general, the proposed analysis methods should follow those used by the program, unless they are found to be flawed. If site visits and on-site data collection are included, the purpose, approximate dates, access to specific areas of the facility, data to be collected, and impact on facility staff should be clearly outlined. The draft evaluation plan should be written to reflect the conditions observed during the preliminary site visit.

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

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

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

Deliverables:

- Draft evaluation plan
- Final evaluation plan, if approved

Proposals should include one anonymized example of a project evaluation plan meeting these criteria in an appendix.

Stage 2: Evaluation Implementation Tasks

It is anticipated that the selected evaluator will undertake the following Stage 2 tasks to implement the evaluation plan for each selected large project that receives approval in Stage 1.

Task 9. Customer Communication and Reengagement

The selected evaluator will work with program outreach staff to contact the customer and recruit them to participate in the evaluation at the time specified in the evaluation plan schedule. The communications should follow the selected evaluator's customer engagement plan (Task 2). This may occur by email, phone, or in-person. The selected evaluator will re-introduce themselves to the customer contacts and reacquaint the customer with the evaluation plan they agreed to facilitate, including any planned site visits, on-site data collection, or customer data requirements, and the evaluation schedule. The selected evaluator will also ask about any changes to the facility, measures installed, or plans for the facility (loading schedule, additional expansions, etc.), since the evaluation plan was completed. The selected evaluator may have additional check-in meetings with the customer at any point during the evaluation process to discuss site visits, data collection activities, or any data that the customer will be providing, such as EMIS or building control system trend data.

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

Deliverables:

- Recruitment of customers

Respondents should describe their general approach to customer communication and recruitment for large efficiency projects, and for maintaining high levels of customer service. This information should be included in the "Methodological Approach" section of the proposal and should not exceed one page.

Task 10. Data Collection Activities

Once the customer has been successfully recruited, the selected evaluator will conduct all data collection activities in accordance with the final evaluation plan. In some cases, the selected evaluator will collect data at a single point in time, but other types of data collection may be ongoing. Data collection activities will include interviews with facility operators, customer-provided data, and site visits. Facility energy usage data will be provided by Energy Trust, as described in Task 5.

Site visits should include (at a minimum): physical inspection and verification of the installed equipment and gathering of relevant facility and equipment characteristics and operations data. Some projects may require spot metering or deployment of short-term or long-term metering equipment. The selected evaluator will request and obtain EMIS or building control system trend data from the customer. In addition, the selected evaluator may ask the customer to provide periodic data snapshots in advance of the primary data collection activities. The selected evaluator will review these data snapshots to confirm data quality and that the data points being tracked continue to meet the requirements of the evaluation. For projects where a simulation model was used to estimate savings, the data collected should be sufficient to perform a calibrated building energy simulation model.

At any point, if the evaluation plan no longer supports the goal of estimating reliable energy savings, then the selected evaluator may modify it. Adjustments to the plan may be warranted if major facility changes have occurred, changes to the efficiency measures have occurred, or other issues arise that necessitate changes to the evaluation approach or data to be collected. The selected evaluator must consult with Energy Trust staff, program implementation staff, and the customer prior to making significant changes to the evaluation plan. If the changes have a material impact on the evaluation scope and budget, then they must be approved by Energy Trust Evaluation staff.

Deliverables:

- Updated evaluation plan, if needed
- Sections in project-specific evaluation report on data collection methods and findings

Respondents should briefly describe their general approach to site data collection for typical large efficiency projects. This information should be

included in the "Methodological Approach" section of the proposal and should not exceed two pages.

Task 11. Project Impact Analysis

After the data collection activities are complete, the selected evaluator will analyze the data to develop estimates of the project gas and electric savings and realization rates. In addition, an estimate of the project's electricity demand savings during utility peak periods will also be calculated. The selected evaluator will use the analysis methods laid out in the evaluation plan, which should generally follow the analysis methods used by the program. For prescriptive measures, the selected evaluator will simply verify installation, fuel type, efficiency level, operation, and quantity of equipment. However, if prescriptive measure savings are high relative to facility energy use, then more rigorous methods may be used. For calculated measures and more complex engineering calculations, the selected evaluator will use data collected from the site to update the input parameters and re-estimate savings. This may include updating equipment operating parameters or actual energy usage from power metering or whole facility energy usage data.

For building energy simulation models, the selected evaluator will update the as-built conditions and operating parameters with data collected from the site. Then, they will calibrate the energy models to the observed operations and actual energy usage data provided by Energy Trust. Whole building energy savings and measure-level savings will be estimated by comparing the as-built model to the baseline building model under typical weather conditions. The selected evaluator will summarize all model parameters that were adjusted in the site report. In addition, the selected evaluator will explain the reasons for any significant variances from the ex-ante claimed savings.

Deliverables:

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

Respondents should briefly describe their general approach to analyzing energy and peak demand savings for large energy efficiency projects. This should include typical analytical techniques, like building energy model calibration and engineering calculations using equipment operation parameters. This information should be included in the "Methodological Approach" section of the proposal and should not exceed two pages.

Task 12. Project-Specific Reporting

The selected evaluator will be required to provide Energy Trust with a draft project-specific evaluation report. At a minimum, the site report must include a project summary, data collection and analysis methods, key findings, and the evaluated energy savings and realization rates, as well as peak electricity demand savings. The findings should describe any parameters that were updated during the evaluation and provide a detailed list of updates made to building simulation models. The selected

evaluator will also provide any recommendations for improvements that they may have for program savings estimation, based on their observations. It is anticipated that sources can be promised confidentiality in terms of attribution of responses and that customer information collected by the evaluator will remain confidential within Energy Trust. Findings shall be based on the information collected by the selected evaluator and referenced in the site report. The use of tables and graphs is recommended for material that does not lend itself well to narrative form, as well as for important findings.

The draft report will be reviewed and commented on by Energy Trust and program implementation staff, Energy Trust Board Evaluation Committee members, and other parties deemed appropriate by Energy Trust. Based upon these comments, the selected evaluator will make revisions and deliver a final version of the site report within two weeks of receiving comments. Achieving an acceptable final report may take more than one iteration between the selected evaluator and Energy Trust.

Deliverables:

- Draft and final project-specific evaluation report
- Respond to Energy Trust's edits and comments

Proposals should include one anonymized example of a project-specific evaluation report meeting these criteria in an appendix.

Schedule

Energy Trust expects to contract with the selected evaluator to manage and deliver the large / complex commercial and industrial project impact evaluation process for two years, beginning in Q1 2022. An optional third year may be possible, if Energy Trust is happy with the selected evaluator's performance and costs remain competitive.

Budget

It is anticipated that the approximate two-year budget for the scope, as described in this RFQ, would be around $160,000, which assumes that six large / complex project evaluations are initiated each year and that all Stage 1 evaluation activities would be completed in the same year. Stage 2 activities may lag Stage 1 activities, so we anticipate that some Stage 2 activities will be completed in the first year and some in the second year. Not all of the projects initiated in the two-year contract period will complete Stage 2 by the end of the second year. Energy Trust reserves the right to revise budget assumptions at any time.

Proposals should provide three budget scenarios for low, moderate, and high cost scenarios, given differing numbers of projects. Respondents should assume that the selected projects are from different programs and have varying building types and complexity. The "low" scenario should assume that three projects are initiated each year and that one project is completed in the first year and three projects are completed in the second year. The "moderate" scenario should assume that four

projects are initiated each year and that two projects are completed in the first year and four projects are completed in the second year. The "high" scenario should assume that six projects are initiated each year and that three projects are completed in the first year and six projects are completed in the second year. This information should be included in the "Budget" section of the proposal and should not exceed three pages.

Please use the following budget template.

Budget Template

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

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 the following elements. Failure to include any required elements may result in the rejection of respondent's proposal.

1. Proposal Content

1) *Team structure and qualifications*. Not to exceed five (5) pages. Proposals should provide an overview of the lead firm, any subcontractors, and the structure of the project team. We encourage respondents to create a team of firms with specialized expertise and skills to draw upon when needed for specific projects, although this is not required. We will be looking for project teams that provide detailed knowledge and expertise across a broad range of efficiency technologies and commercial and industrial market segments. Please describe the relevant qualifications and experience of the lead firm, any subcontractors, and team members to conduct impact evaluations of complex energy efficiency measures in large commercial and industrial facilities. Respondents should demonstrate why they are the best choice for Energy Trust and specifically address their experience in the following areas:

    - Data centers, hospitals, large offices, institutional buildings, large manufacturing plants, cannabis grow operations, and high-tech manufacturing facilities
    - Projects with complex HVAC systems, central utility plants, district heating/cooling systems, heat recovery systems, complex industrial processes, and unusual technologies

- Customers with stringent requirements for site security, confidentiality, and data protection
- Electrical safety and active construction site safety
- Security and confidentiality protocols to protect customer information
- On-site Covid-19 safety protocols

2) *COBID certification requirements.* Not to exceed one (1) page. Proposals should indicate if respondent's firm or subcontractors are certified with the Certification Office for Business Inclusion and Diversity (COBID) of Oregon, or equivalent in another state, as one or more of the following: Minority Business Enterprise, Women Business Enterprise, Emerging Small Business Enterprise, or Service-Disabled Veteran Business Enterprise.

   It is required that a minimum of 20% of the value of any resulting contract be directed towards firms that meet the above criteria. This should be reflected in the team structure and budget proposal. If the respondent is selected to conduct this work, any firms counting towards the 20% minimum requirement must obtain COBID certification in Oregon by 2023. **Please describe how this requirement will be met.**

3) *Methodological approach*. Not to exceed six (6) pages. Proposals should provide a brief description of respondent's general approach to the following topics, described in the "Tasks" section above.

   - Project management (Task 2, 1 page),
   - Customer communication and customer service (Task 9, 1 page),
   - Site data collection (Task 10, 2 pages)
   - Analysis of energy and peak demand savings (Task 11, 2 pages)

4) *Detailed budget proposal*. Not to exceed three (3) pages. Proposals must include a detailed budget plan, broken out by task and individual performing the work. Follow the guidelines and budget template in the "Budget" section above. Key staff should be identified by name, with billing rates for each. Respondents should bid on this proposal assuming a time-and-materials type contract with a "not-to-exceed" budget cap. Provide a low, moderate, and high budget scenario, described in the "Budget" section above, assuming different numbers of evaluations initiated and completed in each year. Please describe major budget assumptions in text accompanying the budget tables.

5) *Data security and confidentiality.* Not to exceed one (1) page. Proposals should provide a brief description of respondent's approach to data security and confidentiality. Please describe how respondent will ensure that customer information is kept secure and confidential during data transfers, storage, and analysis, and in reporting deliverables provided to Energy Trust.

6) *Diversity, equity, and inclusion (DEI) experience*. Not to exceed three (3) pages. Proposals should describe respondent's efforts and experiences in integrating DEI into their business operations, both internally and externally.

Energy Trust seeks to contract with organizations that share its commitment to building a diverse, equitable, and inclusive workplace and business environment, and that apply a diversity and equity perspective to their work. Respondents must provide responses to each of the DEI-related questions in ***Appendix B***.

7) *Work product examples.* No page limit, but please keep materials to a minimum. Proposals should include two anonymized work product examples that have been adapted to meet the guidelines described in the "Tasks" section above. These work product examples should be included as appendices to the proposal.

    - Project evaluation plan (Task 8)
    - Project-specific evaluation report (Task 12)

8) *Resumés.* No page limit. Proposals should include resumés of all key team members, from the lead firm and any subcontractors who will be performing work. These should be included in an appendix to the proposal.

2. Insurance coverage 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. 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

This information should be provided in an appendix to the proposal.

3. 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 a potential conflict of interest is identified by the respondent, then the respondent should identify strategies to mitigate the conflict. If no conflict is identified by respondent, the respondent will explicitly provide such a statement in their RFQ response. The determination of whether a conflict of interest exists is left to the sole discretion of Energy Trust. This information should be provided in an appendix to the proposal.

4. 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.*** The signed page should be provided as an appendix to the proposal.

Please note that the 19-page limit for the proposal content does not include the work product examples, resumés of key staff and subcontractor team members, insurance coverage information, conflict of interest disclosure, or representations page. These should be addressed in attached appendices.

Proposal Selection Criteria

Proposals will be judged on the criteria listed below. As noted above, failure to meet the proposal requirements may result in the rejection of respondent's proposal without scoring.

- Qualifications and experience of firms and proposed team
- Proposed budget
- Methodological approach
- Work product examples
- Diversity, equity, and inclusion responses
- Data and confidentiality

Schedule & Administration of Proposal Selection Process

RFQ Schedule

- **October 19, 2021** RFQ issued
- **November 12, 2021** **Intent to bid due**
- **November 12, 2021** Questions/request for additional information due
- **November 17, 2021** Clarifications/question responses posted to website
- **November 23, 2021** **Proposals due**

Requests for Additional Information and Proposal Submission

Any questions and/or requests for clarification regarding this RFQ, as well as stating intent to bid on the project, must be submitted via email to the contact named below

by **November 12, 2021**. Responses to questions and requests for additional information will be posted on Energy Trust's website no later than **November 17, 2021**. Energy Trust cannot accommodate individual phone, mail, or fax inquiries about the RFQ. 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 and should be scanned and submitted along with the proposal. All proposals must be received by 5pm Pacific Time on **November 23, 2021**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFQ. Please submit proposal to:

Dan Rubado
Sr. Project Manager – Evaluation & Engineering
Energy Trust of Oregon
Email: dan.rubado@energytrust.org

Revisions to RFQ

If it becomes necessary to revise any part of this RFQ, 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 RFQ. Clarification given by Energy Trust may become an addendum to the RFQ.

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).

RFQ 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 RFQ 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 RFQ, unless specifically included in a written addendum issued by Energy Trust.

Proposal Costs

Each proposal prepared in response to this RFQ 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 RFQ.

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 RFQ, 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 RFQ.
- Disqualify proposals that do not meet the requirements of this RFQ, 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 RFQ 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 RFQ at any time and/or issuing a new RFQ 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 RFQ process on any terms and conditions.
- Suspend or modify the RFQ 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 work, 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 – DIVERSITY, EQUITY, AND INCLUSION EXPERIENCE

DEI hiring practices and policies

1. Is respondent's firm required to submit equal opportunity employment (EEO) reports? (For companies of 100 staff members or more, the Equal Employment Opportunity Commission requires regular filings of form EEO-1 to report on company demographics.)
    a. If so, provide a copy of respondent's most recent EEO-1 report.
    b. If not, please provide a summary of staff from respondent's firm who would be performing work on this project, using a table format and employment data categories aligning with EEO-1 reporting – see this sample form, specifically, the table in section D.

2. Provide specific examples of activities, projects, or plans worked on or developed by respondent that demonstrate how respondent promoted DEI within respondent's company in the areas of (1) recruitment, hiring, retention and promotion, (2) training and professional development, and (3) respondent's company operations and strategy.

DEI planning, evaluation, and research experience

3. Provide specific examples of how respondent has ensured cultural competence[9] in research or work similar in nature to the work described in this RFQ.

Experience in subcontracting with diverse firms and associations

4. Does respondent have an existing supplier diversity program?
    a. If so, describe efforts respondent has made to increase business with woman-, minority-, and service disabled veteran-owned businesses (i.e., does respondent company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?)
    b. If not, please explain why.

[9] The American Evaluation Association's Public Statement on Cultural Competence in Evaluation provides a detailed explanation of cultural competence in evaluation.

APPENDIX C: ENERGY TRUST'S UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENTS FOR CONTRACTORS

Utility Customer Information Confidentiality Agreement (Contractor Version)

https://energytrust.org/wp-content/uploads/2021/10/LGL_FM0205C.pdf

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT
(Contractor Version)

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

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

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

1. **Nondisclosure.** Contractor agrees that (a) it will not disclose, during the Term or thereafter, Confidential Utility Customer Information, directly or indirectly, under any circumstances or by any means, to any third person, other than Energy Trust its contractors, their subcontractors, or its employees who have authorized access to the Confidential Utility Customer Information confirmed in writing by Energy Trust and (b) it will comply with all Energy Trust policies and procedures for the protection of the Confidential Utility Customer Information.
2. **Nonuse.** Contractor agrees to not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of Confidential Utility Customer Information, except as may be necessary to perform the Services for Energy Trust; provided, however, Contractor agrees not to use the Confidential Utility Customer Information for telemarketing to customers under any circumstance.
3. **Protection**. Contractor agrees to exercise the highest degree of care in safeguarding the Confidential Utility Customer Information against loss, theft, or other inadvertent disclosure and to take all reasonable precautions to protect the confidentiality of Confidential Customer Information.
4. **Return of Confidential Utility Customer Information.** Contractor agrees that, upon request by Energy Trust, it will return to Energy Trust any documents, materials, or other information in any form that contain, reflect, or constitute any Confidential Customer Information, within forty-eight (48) hours after receipt of such request. Upon termination of the Agreement, Contractor will deliver to Energy Trust all documents, materials or other information in whatever form, which may contain, reflect, or constitute any Confidential Utility Customer Information in its possession or under its control, within twenty-four hours after receipt of a termination notice.
5. **Expiration**. Contractor understands that its obligations of confidentiality shall survive termination or expiration of its engagement as an independent contractor in connection with the Programs.
6. **No Grant of License.** Contractor understands that it is not being granted a license or any other right to use any Confidential Utility Customer Information except for the purpose of performing the Services. Contractor also understands that all Confidential Utility Customer Information disclosed or otherwise acquired by it and all work product, materials, and

information arising out of, related to, or derived from Confidential Utility Customer Information including, but not limited to, studies, analyses, reports, documents, inventions, formulations, methodologies, processes, procedures, designs, and know-how, shall remain the property of Energy Trust.

7. **Retention of Records.** Contractor agrees to keep a record of the documentary Confidential Utility Customer Information furnished by Energy Trust and the location of such Confidential Utility Customer Information.
8. **Disclosure to Employees and Others.** Contractor agrees to disclose Confidential Utility Customer Information within its organization only after having notified such persons of the confidential nature of the information and after having placed them under covenants of nondisclosure and nonuse similar to those contained in this Agreement. Contractor shall maintain documentation of such covenants of nondisclosure.
9. **Remedies.** Disclosure of Confidential Utility Customer Information in violation of this Agreement will cause irreparable harm to Energy Trust and the Utilities. In case of such disclosure, Energy Trust and the Utilities will be entitled to specific performance, including immediate issuance of a temporary restraining order or a preliminary injunction enforcing this Agreement, and to a judgment against Contractor for damages, and to any other remedies provided by applicable law. If Energy Trust or the Utilities brings an action to enforce the terms of this Agreement and prevails, the prevailing party will be entitled to recover reasonable attorney fees, costs, and expenses from Contractor in the trial court and on appeal.
10. **Indemnification**. Contractor will indemnify and hold harmless Energy Trust and the Utilities, their directors, officers, employees, agents, representatives, and affiliates, from any third party claims against those indemnified parties that result from the negligent or wrongful acts or omissions of Contractor or its Employees including, but not limited to, the misuse or unauthorized disclosure of Confidential Utility Customer Information or any other breach of this Agreement.
11. **Notice of Security Breach.** If Contractor believes that a security breach involving Energy Trust's data may have occurred, Contractor shall provide immediate notice to Energy Trust, in no case later than within 24 hours, and consult with Energy Trust regarding appropriate next steps.

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

ON BEHALF OF CONTRACTOR:

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

PRINT NAME AND TITLE: _____

DATE _____ PHONE: _____ EMAIL: _____

Utility Customer Information Confidentiality Agreement (Individual Version)
https://energytrust.org/wp-content/uploads/2021/10/LGL_FM0205I.pdf

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT (Individual Version)

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

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

I understand, acknowledge and agree that:

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

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

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

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

5. **Retention of Records.** If I am an employee of Energy Trust, I will maintain the Confidential Information in a manner consistent with Energy Trust's document retention requirements. If I am an Energy Trust contractor or employee of an Energy Trust contractor, I will ensure that I

retain any Confidential Information obtained from or furnished by Energy Trust in such a manner that I can locate all Confidential Information provided to me and respond to Energy Trust's request to return or destroy all such information as required by the paragraph below.

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

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

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

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

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

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

Print Name: _____

Signature: _____

Name of Employer: _____

Date: _____

Phone Number: _____

Email: _____