Energy Trust of Oregon
Request for Proposals:
Impact Evaluation of the 2020 Existing Buildings Program

RFP Issued:	**June 28, 2021**
Intent to Bid Due:	**July 9, 2021**
Proposals Due:	**July 23, 2021**

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EnergyTrust of Oregon

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

Introduction

Energy Trust of Oregon is seeking proposals for a contractor to perform an impact evaluation of Energy Trust's commercial building energy efficiency program, the Existing Buildings (EB) program, for the 2020 program year and, if satisfactorily performed and completed, potentially a second impact evaluation for the 2021 program year. The EB program began in March 2004 and is implemented by a program management contractor (PMC). ICF International was the PMC from 2013 through 2020; as of January 1, 2021, the PMC is TRC. In 2020, the program had four main tracks: Custom, Lighting (including standard, direct-install, midstream/buydown and street lighting measures), Standard (prescriptive), and Strategic Energy Management (SEM). The program also maintained a few other tracks and pilots, which represent a small portion of program participants and savings and will be excluded from this evaluation.

Custom track projects have their savings estimated through energy studies conducted by Allied Technical Assistance Contractors (ATACs). These studies may involve engineering calculations or energy simulation modeling. Lighting track measures are installed directly by trade allies, while direct-install lighting measures were installed by a trade ally subcontractor to SmartWatt, under subcontract to the PMC. Standard track measures use savings estimates from reliable sources (including the Regional Technical Forum, ENERGY STAR, and others) as documented in Energy Trust measure approval documents (MADs).

SEM provides tools and education to help businesses understand their building energy use and identify and eliminate energy waste. SEM engagements last about a year and participants have the option of re-enrolling annually. SEM participants are divided into a

Spring and a Winter cohort. SEM savings are typically estimated based on a top-down analysis of building-level energy use and do not include savings from capital measures completed at the site through other program tracks during the SEM engagement. Savings for the Spring cohort in 2020 were claimed using these typical methods. Due to COVID-19-related disruptions to building operations, savings for most of the Winter cohort were assigned based on a projection of savings based on the first five months of engagement (which were unaffected by COVID-19).[1] For Winter cohort participants in their first year of engagement, who did not have sufficient data to project savings for the year, the program claimed savings based on a market segment average savings rate from prior years of program data. The program used a site-level savings rate cap for all participants to mitigate the risk of over-claiming savings.

Tables 1 shows the number of completed measures, sites, and savings for the 2020 program year. A table listing program electric and gas savings by measure category is included in **Appendix C**.

Table 1. 2020 Measures, Sites and Savings by Track

Track	Measures	Projects	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm Savings
Custom	145	99	102	14,107,041	14%	557,788	36%
Lighting	6,059	2,455	2,272	62,091,971	64%	-	-
Standard Lighting	*4,338*	*1,813*	*1,709*	*54,451,093*	*56%*	-	-
Direct Install Lighting	*1,473*	*434*	*429*	*6,961,079*	*7%*	-	-
Midstream/Buydown	*244*	*205*	*131*	*475,823*	*0%*	-	-
Street Lighting	*4*	*3*	*3*	*203,976*	*0%*	-	-
Standard	788	704	673	7,314,502	8%	602,151	38%
Strategic Energy Management	285	66	285	12,792,774	13%	371,699	24%
Other tracks	19	4	17	1,073,413	1%	35,659	2%
Total	**7,296**	**3,328**	**3,212**	**97,379,702**	**100%**	**1,567,297**	**100%**

Of the 285 sites participating in SEM in 2020, 77 were in the Spring cohort and 208 were in the Winter Cohort. Thirty-five SEM sites also installed capital measures (78 in total) in 2020.

[1] Jails and prisons used the typical SEM savings estimation methods, as it was assumed their operations had not changed in response to COVID-19.

Research Objectives

Energy Trust performs process and impact evaluations on all of its programs on a regular basis. The most recent impact evaluation of the Existing Buildings program, covering the 2018 program year, was completed in 2020.[2] Evaluation reports can be found on Energy Trust's website at: http://www.energytrust.org/about/reports-financials/documents/.

The goals of this evaluation are to:

- Develop reliable estimates of EB program gas and electric savings for 2020 to establish realization rates. Realization rates need to be provided separately for SEM and non-SEM measures. This information will be used for future program savings projections and budget developments.
- Develop estimates of electricity demand savings at the measure category level (see Appendix C; excluding SEM) and for the program overall (excluding SEM).
- Report observations from the evaluation and make recommendations to help Energy Trust understand substantial deviations from claimed savings, and to improve ex ante savings estimates and the effectiveness of future engineering studies and impact evaluations of Existing Buildings projects.

Tasks

If selected through this Request for Proposal (RFP), it is anticipated that the selected evaluator will be engaged by written contract(s) to undertake the following major tasks for the 2020 program impact evaluation and the submitted proposal should address these topics. Given the limit of 12 pages for the project proposal section (see Proposal Requirements below), bidders are encouraged to focus the majority of their proposal on their approach to Tasks 2, 3, 4, and 5.

Task 1. Conduct Study Kick-off

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

Deliverables:

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

[2] An evaluation of the 2019 program year is underway but will not be completed or available before proposals are due. It will be available to the selected evaluator after contract award for use in scoping the 2020 program year evaluation.

Task 2. Review Program data and Develop Work and Sampling Plans

Energy Trust will provide the selected evaluator with a dataset of program activity for 2020, along with other project documentation necessary to develop a sampling plan. Based on the kick-off meeting discussion and a review of program activity and project documents, the evaluator will develop a detailed work plan. The work plan will contain:

- Evaluation goals
- Evaluation methodologies
- Sampling plan (see below)
- Customer recruitment plan (see below)
- Schedule of tasks and deliverables (see below)

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

Sampling plan. The evaluator will develop a sampling plan based on the proposed methodologies, discussion at the kick-off meeting and project data provided by Energy Trust. Energy Trust expects that the selected evaluator will develop the sampling plan such that reliable, accurate, and significant estimates of 2020 electric and gas savings by major track and measure can be obtained, as well as estimates of overall annual program gas and electric savings. Energy Trust is particularly interested in obtaining reliable and significant estimates of 2020 electric and gas savings for the Custom, Lighting, Standard and SEM tracks.[3] Sites selected as part of the SEM track must have all their capital measures evaluated as well.

The sampling plan will include, at a minimum, the stratification scheme, number of projects, measures or sites to be selected within each stratum, program areas that will be over- or under-sampled, and expected confidence and precision levels of results.

Customer recruitment plan. The evaluator will develop a customer recruitment plan that will detail how the evaluator will recruit customers to participate in the evaluation, which will require coordination between the evaluator, the Energy Trust Evaluation Project Manager, Energy Trust program 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.

It is anticipated that PMC staff will work to make the initial contact with select participants as part of the recruitment process; whether or not a participant is contacted by a PMC will depend on the PMC's relationship with the participant and the type of evaluation activities that the evaluator seeks to perform (which will be determined as

[3] Tracks other than Custom, Lighting, Standard and SEM should be excluded from the sampling plan.

part of Task 3). The evaluator must consider that customers with complex projects often take much longer to arrange site visits with and fulfill data requests.

Schedule of tasks and deliverables. The evaluator will develop a schedule of tasks and deliverables. Energy Trust is interested in obtaining draft results for the 2020 program year at the end of Q1 2022.

A draft work plan will be presented to the Energy Trust Evaluation Project Manager for review and approval before finalizing, and the evaluator will incorporate feedback into all components of the work plan, as needed.

After the work plan has been finalized, the evaluator will sample projects and measures based on data provided by the Energy Trust Evaluation Project Manager and provide draft lists of sampled projects and measures to Energy Trust. The evaluator will make adjustments if needed based on Energy Trust feedback and provide final lists of sampled projects and measures to Energy Trust.

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

Deliverables:

- Draft and final work plan
- Draft and final lists of sampled projects, measures and/or sites
- Section in report outlining sampling methodology and sample selection

Task 3. Plan Data Collection and Facility Operator Interviews

Energy Trust will provide electronic project files for all sampled projects/measures as well as measure approval documents for sampled prescriptive and semi-prescriptive measures. The evaluator shall review all project files to identify any potential issues prior to planning data collection activities. Energy Trust will make every effort to ensure that the project files are complete. However, the evaluator may need to work with Energy Trust staff, PMC staff, ATACs, and SEM coaches to gather the appropriate project documentation. Projects that have major documentation issues or other issues that could impede the evaluation of savings should be dropped from the sample and replaced. Project files for SEM participants will include opportunity registers and the models/workbooks used to estimate savings. Energy Trust will also provide the memo detailing how savings were claimed for the Winter cohort in 2020. There may be more than one model per SEM site, based on whether savings are claimed for one or both fuels, and estimated at one or more meters.

The evaluator will develop a data collection guide to be used during data collection activities. This tool should include both the data elements to be collected for each measure, project and/or site as well as interview questions for facility managers about facility operations, installed measures and program participation. The draft will be provided to the Energy Trust Evaluation Project Manager for review before finalization.

The evaluator will use the data collection guide to develop site- or project-specific evaluation plans for all sites or projects sampled from the Custom and SEM tracks of the program. These evaluation plans will detail the level and type of information to be collected and the method of collection (e.g., desk review, customer interview, virtual site visit, in-person site visit, and/or metering, etc.) as well as the proposed evaluation methods. The evaluator will submit these plans to Energy Trust staff to review and incorporate feedback before finalization.

Deliverables:

- Draft and final data collection guides, including facility operator interview guides
- Draft and final site- or project-specific evaluation plans for sampled Custom and SEM sites or projects

Task 4. Conduct Data Collection and Facility Operator Interviews

Once the lists of sampled projects and measures and the site- or project-specific evaluation plans are finalized (Tasks 2 and 3), the evaluator will work with Energy Trust and PMC staff on customer recruitment, according to the customer recruitment plan developed in Task 2. The evaluator will then recruit the sampled program participants and perform primary data collection in the form of desk reviews, customer interviews, virtual site visits, in-person site visits, and/or metering. The evaluator will collect data in accordance with the site- or project-specific evaluation plans. Not every project or measure in the sample will require a virtual site visit or in-person site visit; only projects or measures that are verifiable and measurable, have large energy savings, or are complex will be flagged for a virtual site visit or in-person site visit (this will be assessed as part of Task 3). For other projects and measures in the sample, a customer interview or provision of key operational data may suffice. The virtual and in-person site visits will be coordinated to minimize disruption to customers.

Virtual site visits and in-person site visits should include (at a minimum): physical inspection of the installed equipment, gathering of relevant facility and equipment characteristics, and gathering of operations data. For projects where a simulation model was used to estimate ex ante savings, the data collected should be sufficient to perform a calibrated building simulation model comparing the building to the pre-retrofit operations. Energy Trust will provide the original simulation models and energy usage data from electric and/or gas utilities for applicable sites; other data - such as data from an EMS or weather and occupancy data that feed into an SEM model - may be obtained directly by the evaluator.[4] Energy Trust is particularly interested in documenting any post-installation changes in operating parameters and associated assumptions and the consequent changes in energy savings estimates for individual projects (e.g., changes in operating hours for lighting projects, changes in building use or occupancy).

[4] Before receiving utility usage data, the selected evaluator and all staff working with utility usage data must sign and submit to Energy Trust the Utility Customer Information Confidentiality Agreements (see **Appendix D**).

For SEM projects, the evaluator will verify the persistence of savings that can be observed, such as control set points and scheduling changes and other changes to operations and maintenance. The evaluator will determine what to verify based on information from the models, opportunity registers, final reports, and through customer interviews.

Where applicable, the evaluator will perform a detailed review of the assumptions, calculations, and models to determine if they are resulting in reasonably accurate savings estimates. This should include baseline assumptions used, and project verification reports. If savings estimates are inaccurate, the evaluator will identify the measures affected and how it affects the measures' realization rates (see Task 6 for additional details).

The evaluator will conduct interviews with participants using the interview guides developed as part of Task 3. Note that the interviews may be performed as part of virtual site visits and in-person site visits but, if necessary, additional interviews will be performed.

Proposals should specify an estimated number of projects or measures to be evaluated via virtual site visits and in-person site visits, along with an estimated number of projects or measures to be evaluated using an alternative data collection method. Proposals should also detail the considerations used to determine whether a site receives a virtual site visit, an in-person site visit or some other method of data collection.

Deliverables:

- Chapter in final report documenting the data collection processes

Task 5. Impact Analysis

The evaluator will compile and conduct a detailed analysis of the data collected as part of Task 4 to develop:

- Estimates of program and track-level electric and gas savings
- Estimates of program, track, and measure category electric and gas realization rates
- Estimates of program and measure electricity demand savings (excluding SEM track)

Project- and measure-level savings should be weighted and aggregated according to the sample design developed as part of Task 2 to achieve program- and track-level estimates of electric and gas savings, electric and gas realization rates, and electricity demand savings. To estimate electricity demand savings, the evaluator will review the load profile assigned to each non-prescriptive[5] measure and, if needed, will select a

[5] Custom track measures are all non-prescriptive; most Lighting track measures are semi-prescriptive and should have their load profile reviewed. Prescriptive Lighting and all Standard track measures do not need their load profile reviewed.

more appropriate load profile. Energy Trust will provide the evaluator with peak period definitions for Portland General Electric and Pacific Power, as well as profile-specific peak factors to calculate electricity demand savings based on total electricity savings.

For sites in the Spring SEM cohort, the evaluator will follow the most recent Energy Trust guidelines for estimating savings, to be provided after the contract is awarded. These guidelines lay out best practices and standardize the creation and adjustment of SEM models. To determine the savings for SEM, the evaluator will subtract the evaluated savings of any capital measures installed at the site, prorating for the time of capital measure installation.[6]

For sites in the Winter SEM cohort, the evaluator will propose a method for evaluating savings.

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

Deliverables:

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

Task 6. Report Observations and Make Recommendations

The evaluator will report observations about the EB program made during the course of the evaluation and make recommendations to help Energy Trust improve the effectiveness of future engineering and evaluation studies, and to improve the accuracy of its savings estimates for commercial retrofit and SEM projects. Beyond reliable savings estimates, Energy Trust is also interested in having the evaluator answer the following questions:

- Are there project files for every site and do those files contain complete information? Are there obvious errors in any of the assumptions used in the energy analysis?
- Were there any post-installation changes in operating parameters and associated assumptions? If so, what were the consequent changes in energy savings estimates for individual projects (e.g., changes in operating hours for lighting)?
- What are the factors that result in large variances in energy savings from program estimates (e.g. assumptions too conservative, incorrect hours of operation)?
- For Custom track measures, are there trends in savings realization by ATAC firm completing the energy study? Are the projects using the appropriate baseline

[6] Energy Trust claims full first-year savings for all capital measures, regardless of when they are installed during the program year.

(existing conditions or current market) to estimate savings and cost-effectiveness?
- For Standard track measures, do the measure approval documents used by the program include sufficient information to estimate reliable savings, and if not, what specific changes should be made to improve them?
- For the Spring cohort, are the original SEM models and savings well documented? Were there any deviations from the SEM modeling guidelines, and if so, was there a satisfactory explanation and were the deviations justified? Were any important variables omitted from the original model? Were capital measures properly accounted for in the estimation of SEM savings?
- What changes to the guidelines would improve model development and the accuracy of savings estimates?
- Were recommendations made in previous impact evaluations implemented, and if so, how have these changes affected the realization or verification of program savings?
- What recommendations does the evaluator have regarding analysis approaches and assumptions, or customer behavior or decision-making that would be helpful to Energy Trust in designing, implementing, and evaluating its programs in the future?
- For customers who received a bonus incentive in 2020 due to the COVID-19 pandemic,[7] what influence did the bonus have on their decision or ability to complete their project?
- Are there economic or other trends that are impacting the program's ability to forecast and estimate savings?

Deliverable:
- Chapter in final report on observations and recommendations

Task 7. Reporting and Project Management

The evaluator will provide Energy Trust with a draft report, submitted to the Evaluation Project Manager. The draft will be reviewed and commented on by Energy Trust staff, PMC staff, Energy Trust Board Evaluation Committee members, and other parties deemed appropriate by Energy Trust. Based upon these comments, the evaluator shall make revisions and deliver to Energy Trust a final version of the report.

For Custom and SEM projects, the evaluator will provide project- or site-specific evaluation results, including evaluated savings, realization rates and key findings. These project- or site-specific results will be provided separately from the evaluation report, will remain confidential and will not be shared outside Energy Trust and its PMC staff working on the EB program.

Achieving an acceptable final report will take more than one iteration between the evaluator and Energy Trust. Where applicable, non-confidential data, phone

[7] About 20% of Custom track projects, 45% of Standard Lighting track projects and 55% of Standard track projects received a bonus incentive in 2020.

conversations, sources, publications, and other media used in the report must be referenced and cited. It is anticipated that any respondents or sources can be promised confidentiality in terms of attribution of responses. Findings and conclusions shall be based on the information collected by the evaluator and referenced in the reports. The use of tables and graphs is recommended for material that does not lend itself well to narrative form, as well as for key findings, including savings estimates and realization rates. All evaluation reports must include, at a minimum, executive summary, background, methodology, findings, and recommendations sections.

The 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 work on the project begins. The evaluator will participate in a short check-in call with the Energy Trust Evaluation Project Manager every two weeks, and be in regular and frequent contact to address issues as needed and provide project updates.

Deliverables:

- Draft and final evaluation report
- Monthly status reports

Schedule

The draft report will be delivered to Energy Trust by March 31, 2022. A final report will be delivered within two weeks of having received all comments and edits on the submitted draft. The evaluator will be required to provide a monthly evaluation update to Energy Trust by the 10th of every month.

Budget

It is anticipated that the budget for the evaluation work as described in this RFP will be in the neighborhood of $375,000 for the 2020 program impact evaluation with an anticipated similar amount for a possible 2021 program impact evaluation; however, Energy Trust reserves the right to revise budget assumptions at any time.

Proposal Requirements

Proposals must be clear, complete and concise. Pages must be numbered, sections must be clearly titled, and fonts must not be smaller than 11 point. Respondent's proposal must contain the following elements; failure to include any required elements may result in the rejection of respondent's proposal.

1. Proposal Information

1) *Firm qualifications*. A description of the firm's qualifications to conduct this impact evaluation of an existing commercial construction energy efficiency and strategic energy management program, not to exceed five (5) pages.
2) *Project proposal*. A project proposal for the 2020 program impact evaluation, including proposed approach to the specific tasks identified in the "Tasks" section above as well as the firm's proposed approach to the evaluation overall, and a management plan, not to exceed 12 pages. If the respondent is interested in a potential second year program impact evaluation, also describe a proposed approach for preparing for a subsequent year's program impact evaluation and describe any cost or other efficiency implications of a contract award that provides for a second year's impact evaluation.
3) *Proposed schedule of deliverables*. A proposed schedule of deliverables for the 2020 program impact evaluation, including a kickoff meeting scheduled within two weeks of awarding the contract; not to exceed one (1) page.
4) *Detailed budget proposal*. A detailed budget proposal broken out by task and by individual performing the work for the 2020 program impact evaluation. Key staff should be identified by name, with billing rates for each. Assume that billing will be on a time and materials basis, up to a not-to-exceed cap. Please use the following budget template; not to exceed one (1) page. If the respondent has expressed interest in item 2 above to a second-year impact evaluation contract, provide a high-level budget proposal for such second-year impact evaluation, assuming program project counts and savings in 2021 are the same as 2020.

Budget Template

Staff Name	Hourly Rate	Hours Per Task		Total Hours	Total Cost
		Task 1	Task 2		
Total Hours Per Task					
Total Cost Per Task					
Optional: Year 2021 Hours					
Optional: Year 2021 Cost					

5) *Resumes of key staff and subcontractor team members who will be executing the work scope*.
6) *Diversity, equity, and inclusion (DEI) experience*. 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 questions in Appendix B; not to exceed 5 pages.

7) *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

Please note that the 24-page limit for the proposal does not include the resumes of key staff and subcontractor team members who will be executing the work scope or insurance coverage information. These should be addressed in attached appendices.

2. Conflict of Interest Disclosure

Respondent must disclose any direct or indirect, actual or potential conflicts of interest respondent may have with Energy Trust in its proposal. A “direct or indirect conflict” is defined as any situation in which an individual or a member of their family or close business or personal acquaintance, is employed by Energy Trust or the OPUC, or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of Energy Trust, whether because of a proposed contract or transaction to which Energy Trust may be a party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests or affairs.

If no conflict is identified by respondent, the respondent will explicitly provide such a statement in their RFP response. The determination of whether a conflict of interest exists is left to the sole discretion of Energy Trust.

3. Representations and Signatures Page

Respondent’s proposal must contain the signature of a duly authorized officer or agent of the respondent company submitting the proposal. Respondent’s duly authorized officer or agent shall sign ***Appendix A*** certifying to the representations stated on ***Appendix A.***

Proposal Selection Criteria

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

- Strength of proposal, including proposed approach to specific evaluation tasks and the evaluation overall

- Qualifications and experience of firm and proposed staff (including all subcontractors involved in this evaluation)
- Proposed budget and schedule of deliverables
- Diversity, equity, and inclusion experience

Schedule & Administration of Proposal Selection Process

RFP Schedule:

- **June 28, 2021** RFP issued
- **July 9, 2021** **Intent to bid due**
- **July 9, 2021** Questions/request for additional information due
- **July 16, 2021** Clarifications/question responses posted to website
- **July 23, 2021** **Proposals due**

Requests for Additional Information and Proposal Submission

Any questions and/or requests for clarification regarding this RFP, as well as stating intent to bid on the project, must be submitted via email to the contact named below by **July 9, 2021**. Responses to questions and requests for additional information will be posted on Energy Trust's website no later than **July 16, 2021**. Energy Trust cannot accommodate individual phone, mail, or fax inquiries about the RFP. All questions must be submitted via email.

Stating intent to bid does not obligate a respondent to submit a proposal. Only electronically submitted proposals (in PDF form) will be accepted; faxed or print proposals will not. A signed letter of transmittal (cover letter) is required and should be scanned and submitted along with the proposal. All proposals must be received by 5pm Pacific Time on **July 23, 2021**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFP. Please submit proposal to:

Sarah Castor
Program Manager – Evaluation & Engineering
Energy Trust of Oregon
Phone: 503.445.7619
Email: sarah.castor@energytrust.org

Revisions to RFP

If it becomes necessary to revise any part of this RFP, an addendum will be issued by Energy Trust and will be posted on the website. Respondent should contact Energy Trust if they find any inconsistencies or ambiguities to the RFP. Clarification given by Energy Trust may become an addendum to the RFP.

Withdrawal and Modification of Proposals

Respondents may withdraw their proposal and submit a revised proposal prior to the response deadline. After the response deadline, respondent-initiated changes will not be accepted. Respondents may withdraw their proposal from consideration at any time.

Proposal Evaluation and Notification for Negotiations

Energy Trust will review the proposals as received and may initiate negotiations with the leading respondent(s).

RFP GOVERNING PROVISIONS

All submitted proposals are subject to the following additional provisions.

Right to Accept or Reject Proposals, Multiple Awards

Energy Trust reserves the right to make multiple awards, reject any and all proposals and to waive any nonconformity in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part as it is deemed in Energy Trust's best interest. Energy Trust may also choose to negotiate any of the details of proposals prior to contracting.

Confidentiality

Respondents shall clearly identify only those portions of their proposals that they do not want revealed to third parties and label such portions as "Confidential Information". Except as required under law or for regulatory purposes Energy Trust will maintain confidentiality of such information. Energy Trust will not accept proposals or other documents that are marked to indicate the entire document is the confidential or proprietary information of the sender or that restricted handling is required. Normal business practices will be observed in handling proposal materials.

Ownership and Return of Proposals

All materials submitted in response to this RFP shall become the property of Energy Trust and shall not be returned to the respondent.

No Verbal Addendums

No verbal agreement or conversation made or had at any time with any officer, agent, or employee of Energy Trust, nor any oral representation by such party shall add to, detract from, affect or modify the terms of the RFP, unless specifically included in a written addendum issued by Energy Trust.

Proposal Costs

Each proposal prepared in response to this RFP will be prepared at the sole cost and expense of the respondent and with the express understanding that there will be no claims whatsoever for reimbursement from Energy Trust.

Waiver of Claims

Respondent waives any right it may have to bring any claim, whether in damages or equity, against Energy Trust or its officers, directors, employees, or agents, with respect to any matter arising out of any process associated with this RFP.

Energy Trust Rights Reserved

Energy Trust reserves the right, in its sole discretion, to reject any or all proposals in whole or in part, to waive any minor irregularities or informalities in a proposal, and to enter into any agreement deemed to be in its best interests. In addition to any other enumerated reserved rights and/or options as stated in this RFP, Energy Trust may in its sole discretion do any one or more of the following:

- Determine which proposals are eligible for consideration in response to this RFP.
- Disqualify proposals that do not meet the requirements of this RFP, in the sole determination of Energy Trust.
- Negotiate with any respondent to amend any proposal.
- Select and negotiate and/or enter into agreements with respondent(s) who, in Energy Trust's sole judgment, are most responsive to the RFP and whose proposals best satisfy the interests of Energy Trust, in its sole discretion, and not necessarily on the basis of price alone or any other single factor.
- Issue additional subsequent solicitations for proposals, including withdrawing this RFP at any time and/or issuing a new RFP that would supersede and replace this one.
- Vary any timetable or schedule, add or change any provisions discussed herein.
- Conduct any briefing session or further RFP process on any terms and conditions.
- Suspend or modify the RFP process at any time.
- Enter into relationships with more than one respondent.

Resulting Contract(s)

The selected respondent will be required to execute a written contract(s) with Energy Trust to perform the evaluation work. No award will be considered a commitment, and no obligations or legal relations shall exist between Energy Trust and the selected respondent until a final and binding contract has been executed by and between Energy Trust and the contractor. Time is of the essence with regard to this program evaluation, and prolonged contract negotiations will not be undertaken. In general, Energy Trust strongly prefers contracts that are consistent with Energy Trust's standard terms and conditions; negotiations for such contracts can generally be completed quickly. In some cases, a few terms and conditions may need to be substituted or waived, in accordance with contract negotiations. Any party involved in these contract discussions can terminate negotiations at any time and for any reason. If it appears that contract negotiations are not proceeding in a timely manner, Energy Trust may opt to terminate the discussions and select another respondent.

APPENDIX A: REPRESENTATIONS AND SIGNATURE PAGE

I, the undersigned declare that;

1. I am an authorized agent of the respondent and have authority to submit this proposal on behalf of the respondent.
2. The information provided in this proposal is true and correct to the best of my knowledge.
3. I have read this Request for Proposals in its entirety and agree unconditionally to all of its conditions and requirements.
4. The respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal.
5. The respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing.
6. The respondent has not sought by collusion to obtain for itself any advantage over any other respondent or Energy Trust.
7. The respondent's proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with an agreement of rules of any group, association, organization, or corporation.
8. I understand and accept that the approval or rejection of respondent's request is within the sole discretion of Energy Trust and that there is no legal commitment until all due diligence has been performed and a properly authorized contract has been duly and properly executed.
9. I authorize the representatives of Energy Trust to investigate the business financial credit history of respondent, its affiliates, and all associated partners, principals and management and authorize the release of all said information.
10. I agree that I will report immediately in writing to Energy Trust any changes to the information contained herein at any time while I am under consideration for funding.

The information contained in this proposal and any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Energy Trust is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Energy Trust as to any material fact.

Date: ____

Authorized Signature: ______________________________________

Name and Title: ____

(please print)

APPENDIX B – DIVERSITY, EQUITY, AND INCLUSION EXPERIENCE

DEI ownership, hiring practices, and policies

1. Indicate if respondent's firm is certified with Business Oregon's Certification Office for Business Inclusion and Diversity (COBID) as one or more of the following: Emerging Small Business, Women Business Enterprise, Minority Business Enterprise, Service Disabled Veteran, Disadvantaged Business Enterprise.

2. 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.

3. 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.

4. Provide information regarding other state or federal certifications, awards or recognition for respondent's organizational policies and practices relating to DEI.

DEI planning, evaluation, and research experience

5. Provide specific examples of how respondent has ensured cultural competence[8] in research or work similar in nature to the work described in this RFP.

Experience in subcontracting with diverse firms and associations

6. 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.

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

APPENDIX C: MEASURES, SITES AND SAVINGS BY MEASURE CATEGORY

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

Table B1. 2020 Measures, Sites, Savings and Load Factors by Measure Category

Measure Type	Measures	Projects	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm Savings	Winter kW Savings	Summer kW Savings	Average Winter Load Factor	Average Summer Load Factor
Air conditioning	3	3	3	135,102	0%	1,377	0%	5	57	0.000039	0.000424
Battery charger	7	7	7	60,544	0%	-	-	8	8	0.000134	0.000135
Boiler	48	25	25	-	-	128,066	8%	-	-	-	-
Ceiling insulation	41	38	40	1,584,458	2%	113,142	7%	641	330	0.000405	0.000208
Controls	1	1	1	4,991	0%	-	-	1	1	0.000105	0.000132
Cooling tower	2	2	2	32,172	0%	76	0%	2	13	0.000050	0.000400
Custom boiler	1	1	1	-	-	4,916	0%	-	-	-	-
Custom building controls	35	30	31	7,978,337	8%	197,600	13%	804	2,227	0.000101	0.000279
Custom chiller	7	7	7	336,705	0%	-	-	21	129	0.000062	0.000382
Custom de-lamping	7	7	7	26,165	0%	-	-	5	4	0.000174	0.000143
Custom heat recovery	3	3	3	4,827	0%	29,994	2%	1	1	0.000147	0.000197
Custom HVAC	6	6	6	131,792	0%	32,724	2%	5	57	0.000041	0.000429
Custom insulation	4	4	4	4,751	0%	41,235	3%	0	2	0.000039	0.000423
Custom lighting	130	127	125	813,867	1%	-	-	100	98	0.000123	0.000120
Custom lighting control	48	48	48	973,162	1%	-	-	157	128	0.000161	0.000132
Custom motor	4	4	4	96,689	0%	-	-	14	12	0.000146	0.000127
Custom other measure	8	5	5	65,146	0%	140,813	9%	9	8	0.000136	0.000124
Custom refrigeration	9	3	9	52,150	0%	-	-	6	6	0.000113	0.000124
Custom thermostat	3	3	3	240,221	0%	10,400	1%	55	22	0.000228	0.000090
Custom variable air volume	4	4	4	167,989	0%	17,585	1%	33	23	0.000196	0.000135

Measure Type	Measures	Projects	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm Savings	Winter kW Savings	Summer kW Savings	Average Winter Load Factor	Average Summer Load Factor
Custom variable frequency drive	17	17	17	1,391,005	1%	-	-	206	252	0.000148	0.000181
Custom ventilation	1	1	1	3,174	0%	1,235	0%	1	0	0.000197	0.000135
Demand control ventilation	17	17	17	11,150	0%	4,988	0%	7	1	0.000611	0.000080
Dishwasher	26	26	26	108,648	0%	10,718	1%	18	14	0.000168	0.000130
Ductless heat pump	2	2	2	169,635	0%	-	-	27	25	0.000161	0.000146
Economizer	12	12	12	12,006	0%	-	-	1	6	0.000047	0.000484
Faucet aerator	2	1	1	-	-	900	0%	-	-		
Food equipment	440	428	416	114,937	0%	241,899	16%	17	18	0.000148	0.000159
Generator block heater	4	4	3	98,000	0%	-	-	13	12	0.000136	0.000124
Heat pump	107	104	92	4,394,022	5%	-	-	1,696	145	0.000386	0.000033
HVAC	1	1	1	-	-	2,342	0%	-	-		
Lighting	5,563	2,386	2,202	59,158,392	61%	-	-	8,522	7,985	0.000144	0.000135
Lighting controls	321	226	223	1,214,283	1%	-	-	199	169	0.000164	0.000140
Motors	3	3	3	26,100	0%	-	-	3	3	0.000105	0.000132
Pipe insulation	7	6	7	-	-	9,291	1%	-	-		
Powerstrip	1	1	1	21,838	0%	-	-	3	3	0.000124	0.000126
Refrigerator	11	11	10	696,863	1%	21,642	1%	73	92	0.000105	0.000132
Retro commissioning	32	17	16	3,180,625	3%	79,834	5%	422	566	0.000133	0.000178
Server closet mini-split AC units	4	4	4	8,423	0%	-	-	1	3	0.000086	0.000325
Showerhead	2	2	2	250	0%	330	0%	0	0	0.000150	0.000124
Steam traps	4	3	3	-	-	52,046	3%	-	-	-	-
SEM	285	66	285	12,792,774	13%	371,699	24%	-	-	-	-
Tanked water heater	21	18	18	-	-	13,075	1%	-	-	-	-
Tankless water heater	4	4	4	-	-	1,520	0%	-	-	-	-

Measure Type	Measures	Projects	Sites	kWh Savings	% of Total kWh Savings	Therm Savings	% of Total Therm Savings	Winter kW Savings	Summer kW Savings	Average Winter Load Factor	Average Summer Load Factor
Variable refrigerant flow	2	2	2	100,092	0%	-	-	4	43	0.000040	0.000434
Ventilation	7	7	7	39,623	0%	-	-	6	8	0.000147	0.000197
Wall insulation	8	8	8	52,683	0%	2,193	0%	28	4	0.000534	0.000073
Welder	2	2	2	2,698	0%	-	-	0	0	0.000146	0.000161
Total	**7,277**	**3,324**	**3,195**	**96,306,288**	**100%**	**1,531,638**	**100%**	**13,112**	**12,476**	**-**	**-**

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

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT (Contractor Version)

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

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

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

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

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

7. **Retention of Records.** Contractor agrees to keep a record of the documentary Confidential Utility Customer Information furnished by Energy Trust and the location of such Confidential Utility Customer Information.

8. **Disclosure to Employees and Others.** Contractor agrees to disclose Confidential Utility Customer Information within its organization only after having notified such persons of the confidential nature of the information and after having placed them under covenants of nondisclosure and nonuse similar to those contained in this Agreement. Contractor shall maintain documentation of such covenants of nondisclosure.

9. **Remedies.** Disclosure of Confidential Utility Customer Information in violation of this Agreement will cause irreparable harm to Energy Trust and the Utilities. In case of such disclosure, Energy Trust and the Utilities will be entitled to specific performance, including immediate issuance of a temporary restraining order or a preliminary injunction enforcing this Agreement, and to a judgment against Contractor for damages, and to any other remedies provided by applicable law. If Energy Trust or the Utilities brings an action to enforce the terms of this Agreement and prevails, the prevailing party will be entitled to recover reasonable attorney fees, costs, and expenses from Contractor in the trial court and on appeal.

10. **Indemnification**. Contractor will indemnify and hold harmless Energy Trust and the Utilities, their directors, officers, employees, agents, representatives, and affiliates, from any third party claims against those indemnified parties that result from the negligent or wrongful acts or omissions of Contractor or its Employees including, but not limited to, the misuse or unauthorized disclosure of Confidential Utility Customer Information or any other breach of this Agreement.

11. **Notice of Security Breach.** If Contractor believes that a security breach involving Energy Trust's data may have occurred, Contractor shall provide immediate notice to Energy Trust, in no case later than within 24 hours, and consult with Energy Trust regarding appropriate next steps.

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

ON BEHALF OF CONTRACTOR:

AUTHORIZED REPRESENTATIVE SIGNATURE: ______________________________

PRINT NAME AND TITLE: ______________________________

DATE ____________ PHONE: ____________________ EMAIL: ______________________

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT (Individual Version)

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

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

I understand, acknowledge and agree that:

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

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

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

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

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

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: ______________________________