

Energy Trust of Oregon

Request for Proposals:

Impact Evaluation of the 2024 Existing Buildings Program

RFP Submission Deadline:
March 14th, 2025, 5:00 p.m. (Pacific)

RFP Issued: **February 10, 2025**

Intent to Bid Due: **February 20, 2025**

Proposals Due: **March 14, 2025**

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About Energy Trust

Energy Trust is nonprofit organization selected and overseen by the Oregon Public Utility Commission to help utility customers of Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas and Avista lower energy costs, increase energy savings and generate renewable energy. Since 2002, our cash incentives, technical support, education, and strategic partnerships have helped customers save billions of dollars on their energy bills and achieve their energy goals.

Energy Trust serves a broad range of partners, stakeholders and customers, including people with low and moderate incomes, communities of color and rural communities. In all cases, our vision—clean, affordable energy for everyone—is the north star that guides our planning, decision-making and communication. In everything we do, we seek to improve lives today while creating a sustainable future for generations to come.

More information about Energy Trust’s background, funding sources, strategic and action plans, policies and programs is available on our website at www.energytrust.org/about.

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 2024 program year. The EB program began in March 2004 and is implemented by a program management contractor (PMC). Since January 1, 2021, TRC has been the PMC. In 2024, the program had four main tracks: Custom, Lighting (including downstream, direct-install, midstream/buydown and street lighting measures), Standard (prescriptive, midstream/buydown, and direct install¹), 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), TRC, or in-house by the customer. These studies may involve engineering calculations or energy simulation modeling. The direct install and midstream components of the lighting track were managed and delivered by CLEARResult as a program delivery contractor (PDC), while TRC delivered the downstream and street lighting components of the track. 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).

¹ Standard midstream/buydown and standard direct install is excluded from this evaluation and included in the ‘Other Tracks’ row in Table 1 below.

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, Summer², and Winter cohort. SEM savings are estimated based on a top-down analysis of building-level energy use and do not include savings from capital measures completed at the site through other program tracks during the SEM engagement. 2024 was the first year in which all SEM cohorts used a web-based Performance Tracking Tool Platform (PTTP) to engage with customers and model and claim savings.

Tables 1 shows the number of completed measures, sites, and savings for the 2024 program year. A table listing program electric and gas savings by measure category is included in **Appendix C**.

Table 1. 2024 Measures, Sites and Savings by Track

Track	Measures	Projects	Sites	kWh savings	% of total kWh savings	Therm savings	% of total therm savings
Custom	224	154	178	20,843,767	14%	848,726	30%
Lighting	17,414	2,079	4,782	88,773,352	60%	-	-
<i>Direct Install Lighting</i>	8,642	1,188	1,193	18,617,078	13%	-	-
<i>Downstream Lighting</i>	1,599	523	483	17,889,024	12%	-	-
<i>Lighting Midstream/Buydown</i>	7,166	367	3,105	51,829,382	35%	-	-
<i>Street Lighting</i>	7	1	1	437,869	0%	-	-
Standard	4,216	2,176	3,574	18,432,084	13%	934,840	33%
Strategic Energy Management	403	98	392	17,966,607	12%	953,262	34%
Other tracks	615	353	566	1,257,738	1%	55,899	2%
Total	22,872	4,860	9,492	147,273,548	100%	2,792,727	100%
Total (Evaluated Tracks Only)	22,257	4,507	8,926	146,015,811	99%	2,736,828	98%

Of the 392 sites that participated in SEM in 2024, 163 were in the Spring cohort, 28 were in the Summer cohort, and 201 were in the Winter Cohort. 97 SEM sites installed capital measures (442 in total) in 2024.

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 2021 program year³, was completed in 2023. Evaluation reports can be found on Energy Trust's website at: <http://www.energytrust.org/about/reports-financials/documents/>.

² Summer cohort SEM sites are exclusively participants in Multifamily SEM.

³ An evaluation covering the 2023 program year is currently ongoing. Results are unavailable at this time but may be provided during the early stages of the 2024 program year evaluation to support evaluation activities.

The goals of this evaluation are to:

- Develop reliable estimates of EB program gas and electric savings for 2024 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 electric and gas 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 2024 program impact evaluation. 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.

Proposals should include the items and content specified in bold below.

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

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 2024, 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 delivered to the Energy Trust Evaluation Project Manager for review. The evaluator will incorporate feedback from Energy Trust before finalization. For scheduling purposes, the selected evaluator should assume that Energy Trust and PMC/PDC staff will review the work plan for approximately 2 weeks.

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 2024 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 2024 electric and gas savings for the Custom, Lighting, Standard and SEM tracks.⁴ 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. Due to ongoing trends in participant response rates, samples should not be constructed with certainty strata. Instead, sampling plans should be constructed with a proportional probability of selection to project (or in the case of SEM, site) savings estimates.

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. Customer recruitment will require coordination between the evaluator, the Energy Trust Evaluation Project Manager, Energy Trust program staff, and PMC staff to successfully get the attention and participation of customers. The customer recruitment plan should be constructed with the goal of making 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 selected 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 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.

The customer recruitment plan will include, at minimum, the overall recruitment approach as well as details about each recruitment attempt. These details will include the relative

⁴ Tracks other than Custom, Lighting, Standard and SEM should be excluded from the sampling plan.

timing of the attempt compared to other attempts, mode of the attempt (such as email, phone, text, mailer, etc.), and responsible party for the attempt (such as PMC staff, evaluator staff, Energy Trust staff). The recruitment plan should also include details on determining when recruitment has been unsuccessful for a given site/project and the resulting action(s).

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 2024 program year in Q1 2026.

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. Proposals should also include an overview of the respondent’s proposed recruitment plan, including total number and mode(s) of recruitment attempts.

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, customer-level impact reports, and excel based model exports from the PTPP.

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 follow a consistent format and include, at minimum, the following pieces of information:

- The proposed data collection method (e.g., desk review, customer interview, virtual site visit, in-person site visit, etc.).
- The proposed evaluation method (e.g. IMPVP option choice or suitable alternative description).
- The data points that will be collected and/or reviewed.

The evaluator will submit the site- or project-specific evaluation plans to Energy Trust and PMC staff to review and incorporate feedback before finalization. These site- or project-specific evaluation plans should be provided in waves on a rolling basis as completed, and the selected evaluator should expect that individual waves will be reviewed by Energy Trust and PMC staff for up to two weeks. The selected evaluator will incorporate feedback and comments as necessary and perform follow-up conversations where needed to ensure sufficient understanding of the projects and sites prior to conducting data collection.

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 data collection guide and/or 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.⁵ 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).

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 data collection 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 alternative data collection method(s). 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.

⁵ 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**).

- Estimates of program and measure electric and gas 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 electric and gas demand savings. To estimate demand savings, the evaluator will review the load profile assigned to each non-prescriptive⁶ measure and, if needed, will select a more appropriate load profile. Energy Trust will provide the evaluator with peak period definitions for electric and gas utilities, as well as profile-specific peak factors to calculate demand savings based on total fuel savings.

For sites in the SEM track, 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.⁷

For projects and sites in the Custom and SEM samples, the evaluator will provide preliminary results to Energy Trust and the PMC on a rolling basis as they become available. These results will be provided for custom projects and SEM sites whose electric or gas savings fall in or above the 20th percentile for the program year. The purpose of providing these preliminary results is to allow Energy Trust and PMC staff to clarify any decisions that were made during program implementation that may impact evaluated savings, ask questions of the evaluator, and come to an agreement on evaluated savings results prior to the writing of the final report. Staff will be given a two-week timeline to perform their review, though follow-up conversations may extend the review period beyond two weeks in totality. The custom and SEM draft results provided to Energy Trust and PMC staff should include, at minimum, the evaluated savings, realization rate(s), findings that resulted in differences in expected and evaluated savings values, and the evaluation methodology.

Energy Trust Planning & Evaluation, EB program and PMC staff will be available to the evaluator to answer questions about individual projects and measures. 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

⁶ 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.

⁷ Energy Trust claims full first-year savings for all capital measures, regardless of when they are installed during the program year.

- Draft results of evaluated custom and SEM projects or sites that fall above the 20th percentile of program year project or site savings.
- Tables of savings estimates and realization rates, including demand savings for non-SEM electric and gas 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 the projects using the appropriate baseline (existing conditions or current market) to estimate savings and cost-effectiveness?
- For Standard track measures, do the measure approval documents used by the program include sufficient information to estimate reliable savings, and if not, what specific changes should be made to improve them?
- What changes to the guidelines would improve SEM 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?
- 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

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

The selected evaluator will also create and deliver a 20-minute presentation of the evaluation findings at a public evaluation webinar hosted by Energy Trust's evaluation team. These public webinars provide an opportunity for Energy Trust staff and stakeholders, and other industry professionals, to see the results of Energy Trust's evaluation and research projects. The webinars also help to disseminate evaluation findings and lessons learned and make Energy Trust's programs more transparent.

Deliverables:

- Draft and final evaluation report
- Draft and final presentation PowerPoint (or other materials)
- Presentation of results at a public webinar

Task 8. Project Management

The selected evaluator will manage all aspects of this evaluation project to ensure that it remains on-schedule and below the contract budget cap. Project management will include hosting regular check-in meetings with Energy Trust staff during the evaluation. The selected evaluator should assume that check-ins will be held biweekly, but this may be revisited throughout the project depending on the tasks being undertaken during different project phases. During the recruitment and data collection tasks the selected evaluator will maintain a progress tracker for all sampled sites and provide this to Energy Trust staff with weekly updates. The selected evaluator will proactively advise on ways to maximize study quality throughout the project.

The selected evaluator will be required to submit monthly status reports presenting the following:

- A summary of accomplishments during the previous month.

- Current month's activities and plans.
- Variances in schedule or budget, including any necessary explanations.
- If applicable, any issues or concerns to be addressed with proposed solutions.
- Compliance with supplier diversity requirements (see Proposal Requirements), including current and total amounts invoiced to date for COBID-certified firms relative to total contract spending.

These reports are due by the 10th of every month and must accompany the invoice, starting with the first month after work begins.

Deliverables:

- Regular check-in meetings with Evaluation Project Manager
- Frequent progress updates during data collection fielding
- Monthly status reports

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

Firm Qualifications:

Proposals should provide an overview of the lead firm and any subcontractors. We encourage respondents to create a team of firms with specialized expertise to fill different project roles. Proposals should describe the respondent team's qualifications and experience doing similar work and identify specific aspects of the study where the respondent team's experience will be particularly relevant or important. **Not to exceed five (5) pages.**

Staffing and subcontracting plan:

Describe the project team structure, role of each key team member, subcontractor roles, COBID numbers for COBID certified subcontractors (see *Supplier Diversity requirements section below*), and a management plan. We encourage respondents to create a team of firms with specialized expertise to fill different project roles. **Not to exceed two (2) pages.**

Technical proposal:

Provide a detailed technical proposal describing respondent's proposed approach to the study overall and to the specific tasks identified in the "Tasks" section above. Respondents should focus on the bolded proposal instructions in the Tasks section and refrain from simply repeating the study tasks. **Not to exceed twelve (12) pages.**

Supplier diversity requirements:

Proposals should indicate if respondent's firm or subcontractors are certified with the Certification Office for Business Inclusion and Diversity (COBID) of Oregon or the US Small Business Administration (SBA) as one or more of the following certifications that qualify under Energy Trust's Supplier Diversity Policy (SDP).

Qualifying COBID certifications:

- Minority Business Enterprise
- Women Business Enterprise
- Veteran Business Enterprise
- Service-Disabled Veteran Business Enterprise
- Emerging Small Business

Qualifying SBA certifications:

- Small Disadvantaged Business
- Women Owned Small Business
- Economically Disadvantaged Women Owned Small Business
- Business Development Program (8a)
- Veteran Owned Small Business
- Service-Disabled Veteran Owned Small Business
- Historically Underutilized Business Zone Certification (HUBZone)

It is required that a minimum of 15% of the value of any resulting contract be directed towards certified firms. This should be reflected in the staffing and subcontracting plan and budget proposal. Please describe how this requirement will be met and list all relevant certifications and certification numbers. **Not to exceed one (1) page.**

Proposed schedule

Provide a schedule of major activities and deliverables listed in the Tasks section above, with approximate dates. The schedule should assume that Energy Trust will award a contract within 4 weeks of the proposal deadline and that a project kick-off meeting will be scheduled within two weeks of awarding the contract. The draft evaluation report should be delivered by **April 30, 2026**. A final report will be delivered within two weeks of having received all comments and edits on the submitted draft. These schedule assumptions may be reassessed once the project begins. **Not to exceed two (2) pages.**

Detailed Budget Proposal:

Provide a detailed budget proposal, based on the proposed methods and staffing plan. Proposals should assume a time-and-materials contract with a "not-to-exceed" budget cap. Proposals should describe the underlying budget assumptions and any drivers of cost that can be modified without compromising the integrity of the evaluation.

It is anticipated that the budget for the scope described in this RFP **will be approximately \$460,000**; however, Energy Trust reserves the right to revise its budget assumptions at any time. We ask that bidders propose a competitive budget for the project while being realistic about the scope that they can complete within that budget. If the proposed budget will exceed the \$460,000 threshold, we will consider it, but ask that bidders provide a rationale for why it is necessary. In addition, we ask bidders proposing to exceed the budget threshold listed here to provide alternative budget scenarios where they could stay within the budget by making certain trade-offs—either by dropping tasks, reducing complexity, or reducing sample sizes and precision.

Proposals should summarize the budget in a table, breaking out the estimated hours and costs by task and by staff member. Please use the budget template provided below. Staff and subcontractors listed in the budget should be identified by name, with billing rates for each. **Not to exceed two (2) pages.**

Budget template:

Staff Name	Title	Firm	Hourly Rate	Hours Per Task			Total Hours	Total Cost
				Task 1	Task 2	Task...		
Staff Member 1								
Staff Member 2								
Staff Member...								
Subcontractor 1								
Subcontractor...								
Total Hours Per Task								
Direct Costs								
Total Cost Per Task								

Diversity, equity, and inclusion experience:

Proposals should describe respondent’s efforts and experiences in integrating diversity, equity, and inclusion into their business operations, both internally and externally, and their experience conducting culturally responsive research and evaluation work. 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 four (4) pages.**

Data security and confidentiality:

Proposals should provide any data security certifications (e.g., ISO-27001 or SOC 2) that are held and maintained by the **respondent and any subcontractors** engaged

in the project. Energy Trust recognizes that these certifications can present significant barriers for some firms. If your organization or subcontractor does not hold any relevant data security certifications, please provide a brief description of the systems, policies, and procedures used to ensure that Energy Trust provided data and data collected throughout the evaluation are kept secure and confidential during fielding, data transfers, storage, and analysis. **Not to exceed one (1) page.**

2. Work Product Example

Proposals should include **one past report** that showcases the respondent team's work on a similar project, as well as their data presentation and reporting capabilities. If needed, the names of people and organizations may be redacted from the report to allow sharing it. The work product example should be included as an appendix to the proposal; if the report is available on a public website, a working link to the report is preferred. **No page limit, but please keep materials to a minimum.**

3. Resumés

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. **No page limit.**

4. 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.

5. Conflict of Interest Disclosure

Respondent must disclose in its submitted response all direct or indirect actual or potential conflicts of interest it or any of its personnel or subcontractors may have with Energy Trust. A conflict of interest 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 personal or financial interest in any business affairs of Energy Trust that may impair or appear to

impair respondent's objectivity in performance of the work in this solicitation or any other Energy Trust contract or situations in which respondent may have an unfair advantage.

The following are examples of actual or potential conflicts of interest that could require a mitigation plan or could be grounds for exclusion from competition at Energy Trust's discretion:

- *A respondent has or had access to nonpublic information (e.g., budget, evaluation criteria, another contractor's proprietary data, etc.) via the performance of another Energy Trust contract or subcontract that provides respondent with an unfair advantage in responding to this solicitation.*
- *A respondent on an evaluation project that would involve evaluating the performance of Program X has an existing subcontract with one of Energy Trust's prime contractors for which it is paid to implement some portion of Program X.*
- *A respondent who has assisted Energy Trust or one of its current contractors in drafting the statement of work in a solicitation on which it now seeks to submit an offer will be automatically excluded from competing on that specific solicitation.*

Respondent's disclosure must specifically address any existing contracts between Energy Trust and the respondent, its staff, or any of its proposed subcontractors. If a potential conflict of interest is identified by the respondent, then the respondent should propose strategies to mitigate the conflict by submitting a mitigation plan which, if acceptable to Energy Trust, will become part of the contract terms if respondent is selected for award. If no conflict is identified by respondent, the respondent will explicitly provide such a statement in their 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. **No page limit.**

6. 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 29-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.

- Technical proposal
- Qualifications of the project team and staffing plan, including subcontractors (if applicable)
- Proposed budget
- Supplier Diversity Program eligibility
- Diversity, equity, and inclusion responses
- Data security and confidentiality
- Work product example

Schedule & Administration of Proposal Selection Process

RFP Schedule

- | | |
|----------------------------|---|
| • February 10, 2025 | RFP issued |
| • February 20, 2025 | Intent to bid due |
| • February 20, 2025 | Questions/request for additional information due |
| • February 26, 2025 | Clarifications/question responses posted to website |
| • March 14, 2025 | 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 **February 20, 2025**. Responses to questions and requests for additional information will be posted on Energy Trust's website no later than **February 26, 2025**. 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 **March 14, 2025**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFP. Please submit proposal to:

Cody Kleinsmith
Project Manager – Evaluation
Energy Trust of Oregon
Email: cody.kleinsmith@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 responses to this RFP are subject to the following provisions:

Right to Accept or Reject

This RFP is not an agreement to purchase goods or services. Energy Trust is not bound to enter into a contract with any qualified respondent. Energy Trust reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time. Further, Energy Trust reserves the right to waive any nonconformity in submissions received, to accept or reject any or all of the items in the submission, to negotiate any of the details of the proposal prior to contracting, and award any ultimate contract in whole or in part as it is deemed in Energy Trust's best interest.

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. Except in the case of litigation or other legal disclosure and/or audit requirements, Energy Trust will not disclose information submitted in response to an RFP to any third party.

Ownership of Responses

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

Any clarification or interpretation of the RFP documents shall be issued in writing by Energy Trust. 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 bind Energy Trust nor add to, detract from, affect or modify the terms of this RFP. Any addendum to this RFP will be in written form.

Respondent Costs

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

Waiver of Claims

Respondent waives any right it might otherwise have to bring any claim, whether in damages or equity, against Energy Trust, Energy Trust Board of Directors or any Energy Trust agents, employees or contractors, 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 responses are eligible for consideration in response to this RFP.
- Disqualify responses that do not meet the requirements of this RFP, in the sole determination of Energy Trust.
- Negotiate with any respondent to amend any response.
- 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 responses 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 information or responses, including withdrawing this RFP at any time and/or issuing a new RFP that would supersede and replace this one, or issuing a follow-up solicitation.
- Vary any timetable or schedule, add or change any provisions discussed herein.
- Conduct any briefing session or further information gathering or solicitation 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 or respondents will be required to execute a written contract with Energy Trust to perform contractor services as determined between Energy Trust and the selected respondent. 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 written contract has been executed by and between Energy Trust and the selected respondent.

Key terms in any resulting contract include, but would not be limited to, the following: Appropriate business licensing, timely and accurate invoicing requirements, intellectual property provisions ensuring the work product developed for Energy Trust by the contractor or its subcontractors shall be the property of Energy Trust, use of Energy Trust consent forms when referencing Energy Trust participant or project information, conflict of interest disclosure requirements, confidential information nondisclosure requirements, indemnification for third-party claims and limitation of liability provisions, and insurance requirements.

Time is of the essence with regard to these services 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.

The selected respondent will be required to sign Energy Trust's Utility Customer Information (UCI) confidentiality agreements to gain access to customers' energy consumption data. There is a contractor version of the UCI confidentiality agreement, which can be found here: https://energytrust.org/wp-content/uploads/2021/10/LGL_FM0205C.pdf. There is also an individual version of the UCI confidentiality agreement, which can be found here: https://energytrust.org/wp-content/uploads/2021/10/LGL_FM0205I.pdf.

Appendix A: Representations and Signature page

I, the undersigned declare that;

1. I am an authorized agent of the respondent listed below after "Respondent Firm Name" ("Respondent") and have authority to submit this submission on behalf of Respondent. The information provided in this proposal is true and correct to the best of my knowledge.
2. The information provided in this response 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 governing provisions.
4. Respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal.
5. Respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing to this RFP.
6. Respondent has not sought by collusion to obtain for itself any advantage over any other respondent or Energy Trust.
7. 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 authorize the representatives of Energy Trust to investigate the business history of Respondent, its affiliates, and all associated partners, principals and management and authorize the release of all said information.
9. I agree that I will report immediately in writing to Energy Trust any changes to the information contained herein at any time while Respondent's response is under consideration.

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: _____

Respondent Firm Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Appendix B: Diversity, Equity, and Inclusion Experience

Diversity, equity, and inclusion experience

1. Provide specific recent examples of activities, policies or investments that demonstrate how respondent promotes diversity, equity, and inclusion within respondent's company in the areas of
 - a. recruitment, hiring, retention and promotion;
 - b. training and professional development;
 - c. industry workforce development and support.

Cultural competence in evaluation

Culture shapes each step of the evaluation process—from the conceptualization of a study and its research questions; to decisions on what data to collect, how to collect it, and how to analyze it; to the interpretation and presentation of results. Culturally competent evaluation requires researchers to recognize their own cultural assumptions about a research project, continually consider cultural and contextual factors in their research design, and implement methodological adjustments to account for diverse research contexts.

2. Provide your plan to apply culturally competent research practices in this project.
3. Provide a specific example of your team's experience applying culturally competent research practices when working with diverse customer groups; how did the research project's goals, methods, or outcomes change?

Appendix C: Measures, Sites, and Savings by Measure Category

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

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	2	2	2	58,600	0%	8	0%	32	6	0.000541	0.000108
Battery Charger	17	12	11	177,405	0%	-	0%	31	24	0.000172	0.000134
Boiler	58	28	31	-	0%	98,064	4%	-	-	-	-
Boiler tune-up	1	1	1	-	0%	15,450	1%	-	-	-	-
C&I Refrigeration	17	17	17	1,066,881	1%	88,787	3%	115	136	0.000108	0.000127
Ceiling insulation	226	212	219	7,072,834	5%	391,001	14%	2,206	1,539	0.000312	0.000218
Central AC	29	29	29	3,169	0%	-	0%	0	7	-	0.002299
Chiller	4	4	4	342,694	0%	-	0%	33	93	0.000096	0.000273
Controls	6	4	4	70,672	0%	634	0%	8	9	0.000118	0.000130
Custom boiler	8	8	8	231,614	0%	95,288	3%	46	24	0.000197	0.000104
Custom building controls	59	55	55	6,828,258	5%	313,243	11%	694	1,648	0.000102	0.000241
Custom data center	4	3	4	894,602	1%	-	0%	121	110	0.000135	0.000123
Custom de-lamping	1	1	1	412	0%	-	0%	-	-	-	-
Custom ducts	7	7	7	809,283	1%	-	0%	57	289	0.000071	0.000357
Custom economizer	1	1	1	17,558	0%	-	0%	2	4	0.000105	0.000248
Custom energy management system	1	1	1	75,256	0%	20,202	1%	22	9	0.000288	0.000121
Custom fan	3	3	3	327,871	0%	6,961	0%	38	71	0.000117	0.000217
Custom heat recovery	11	3	11	109,918	0%	139,342	5%	14	14	0.000125	0.000127
Custom HVAC	10	10	9	2,938,308	2%	17,595	1%	312	502	0.000106	0.000171
Custom insulation	5	5	5	1,517	0%	19,299	1%	0	1	-	-
Custom lighting	50	43	43	230,844	0%	-	0%	-	-	-	-
Custom lighting control	27	26	26	290,685	0%	-	0%	-	-	-	-
Custom other measure	25	15	25	320,920	0%	51,177	2%	149	36	0.000463	0.000112
Custom pump	9	7	7	76,219	0%	-	0%	2	25	0.000024	0.000322
Custom thermostat	5	5	5	177,874	0%	5,804	0%	79	7	0.000446	0.000040

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Custom Variable Air Volume	5	5	5	1,389,032	1%	24,647	1%	832	127	0.000599	0.000091
Custom Variable Frequency Drive	8	6	8	620,245	0%	(683)	0%	48	140	0.000078	0.000226
Custom ventilation	4	4	4	36,228	0%	9,128	0%	19	2	0.000518	0.000064
Custom windows	2	2	2	8,310	0%	7,917	0%	2	1	0.000234	0.000093
Demand Control Ventilation	17	2	2	3,152	0%	4,228	0%	0	1	0.000046	0.000288
Dishwasher	2	2	2	13,600	0%	-	0%	2	2	-	-
Ductless heat pump	2094	556	2094	3,025,656	2%	-	0%	1,468	801	0.000485	0.000265
Economizer	27	8	8	15,338	0%	(1)	0%	1	4	0.000046	0.000288
Floor insulation	61	60	59	65,429	0%	1,778	0%	29	8	0.000447	0.000123
Food equipment	36	31	29	63,609	0%	1,136	0%	10	10	0.000150	0.000157
Freezer	2	2	1	1,745	0%	(19)	0%	0	0	-	-
Gas fireplace	15	13	14	-	0%	305	0%	-	-	-	-
Gas furnace	314	253	277	3,984	0%	32,991	1%	1	0	0.000254	0.000123
Generator Block Heater	1	1	1	9,578	0%	-	0%	1	1	0.000141	0.000110
Heat pump	191	170	136	2,379,887	2%	7,813	0%	1,162	471	0.000488	0.000198
Heat Pump Advanced Controls	17	15	17	9,744	0%	-	0%	5	3	0.000485	0.000265
Heat pump replacement	49	47	49	257,550	0%	-	0%	132	36	0.000514	0.000139
Heat pump upgrade	70	61	70	96,256	0%	-	0%	47	26	0.000485	0.000265
Heat pump water heater	15	2	15	22,189	0%	(89)	0%	6	2	0.000264	0.000112
Icemaker	1	1	1	681	0%	-	0%	0	0	0.000114	0.000120
Lighting	16241	2041	4538	75,875,597	52%	-	0%	9,634	8,475	-	-
Lighting controls	1095	425	667	12,375,815	8%	-	0%	1,958	1,428	-	-
Motors	56	48	48	245,099	0%	-	0%	27	31	-	-
Pipe insulation	48	11	14	-	0%	45,938	2%	-	-	-	-
Pool Cover	1	1	1	-	0%	11,219	0%	-	-	-	-
Pump	3	3	3	7,231	0%	-	0%	1	1	0.000179	0.000131
Radiant heating	6	3	3	2,151	0%	2,405	0%	0	1	0.000133	0.000233
Recirculation Pump Control	4	4	4	13,994	0%	-	0%	9	0	0.000678	0.000036
Refrigerator	465	415	289	1,156,805	1%	-	0%	125	150	0.000108	0.000129
Retro Commissioning	47	33	35	5,170,952	4%	114,223	4%	467	1,665	0.000090	0.000322

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SEM	403	98	392	17,966,607	12%	953,262	35%	-	-	-	-
Server Closet Mini-split AC units	11	11	11	8,760	0%	-	0%	1	1	0.000147	0.000129
Steam traps	27	17	16	-	0%	229,586	8%	-	-	-	-
Tanked water heater	31	17	16	-	0%	8,813	0%	-	-	-	-
Tankless water heater	24	19	18	(90)	0%	2,901	0%	(0)	(0)	-	-
Thermostat	96	80	91	49,157	0%	5,946	0%	14	10	0.000293	0.000208
Variable refrigerant flow	1	1	1	26,190	0%	-	0%	1	8	0.000046	0.000288
Ventilation	1	1	1	10,751	0%	-	0%	2	3	0.000174	0.000269
Wall insulation	49	47	48	565,777	0%	5,613	0%	304	51	0.000538	0.000090
Welder	2	2	1	7,514	0%	-	0%	1	1	0.000149	0.000142
Windows	129	117	108	2,387,894	2%	4,918	0%	1,158	637	0.000485	0.000267
Total	22,257	4,507	8,926	146,015,811	100%	2,736,828	100%	21,428	18,652		

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

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

- 6. **Return or Destroy the Confidential Information.** If I am an employee of Energy Trust, upon termination of my employment, I must locate and return to Energy Trust any and all documents, materials, or other information in any form that contain, reflect, or constitute any Confidential Information in accordance with Energy Trust's employment policies. If I am an Energy Trust contractor or employee of an Energy Trust contractor, I will return or destroy all Confidential Information obtained from or provided by Energy Trust promptly upon the termination of my work for Energy Trust, typically within 24-48 hours.
- 7. **Obligation of Confidentiality Survives Termination or Expiration.** My obligations of confidentiality shall survive termination or expiration of my employment or consultant relationship, or my employer's engagement as an independent contractor in connection with Energy Trust.
- 8. **Energy Trust Owns the Confidential Information.** I am not being granted a license or any other right to use any Confidential Information that may be disclosed to me except for the purpose of assisting Energy Trust. All Confidential Information disclosed or otherwise acquired by me and all work product, materials, and information arising out of, related to, or derived from Confidential Information including, but not limited to, studies, analyses, reports, documents, inventions, formulations, methodologies, processes, procedures, designs, and know-how, shall remain the property of Energy Trust.
- 9. **Remedies.** Disclosure of Confidential Information in violation of this Confidentiality and Nondisclosure Agreement will cause irreparable harm to Energy Trust. If I fail to abide by the Individual Confidentiality and Nondisclosure Agreement, Energy Trust will be entitled to specific performance, including immediate issuance of a temporary restraining order or a preliminary injunction enforcing this agreement, and to a judgment against me for damages caused by my breach, and to any other remedies provided by applicable law.
- 10. **Notice of Breach.** I shall notify Energy Trust within 24 hours of any suspected security breach of the Confidential Information, and will consult with Energy Trust regarding next steps.

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

Print Name: _____
Signature: _____
Name of Employer: _____
Date: _____
Phone Number: _____
Email: _____