

Energy Trust of Oregon

Request for Qualifications:

Impact Evaluation Process for 2025 - 2027 Large / Complex Commercial & Industrial Projects

RFQ Issued: **February 25, 2025**

Intent to Bid Due: **March 7, 2025**

Proposals Due: **March 28, 2025**

Jane Hammaker
Senior Project Manager – Evaluation

421 SW Oak St., Suite 300
Portland, OR 97204
jane.hammaker@energytrust.org



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

Background on Large / Complex Projects

Energy Trust of Oregon is seeking qualifications for a contractor to conduct project-specific impact evaluations of **Large / Complex** commercial and industrial energy efficiency projects. This process will include projects from Energy Trust's commercial and industrial programs—New Buildings (NB), Existing Buildings (EB), Business Lighting (BL) and Production Efficiency (PE). These programs cover all building types and market segments in the commercial, industrial, and agricultural sectors, including multifamily buildings. NB, EB, and BL are managed and delivered by Program Management Contractors (PMCs) while PE is managed internally.

Large / complex projects cover the spectrum of commercial and industrial building types, including hospitals, schools, colleges and universities, large office buildings, cannabis grow operations, and large industrial plants.¹ Generally, these projects involve buildings with complex systems and utilize custom engineering analysis or a whole building energy simulation model to estimate energy savings. These analysis activities are typically completed as part of an energy study or building design process conducted by engineering firms affiliated with Energy Trust programs. Program staff review and approve the energy analysis and savings estimates before savings are claimed.

In the past, large / complex projects were evaluated as part of their program-specific impact evaluations. These evaluations found that many large / complex projects were not fully occupied, commissioned, or loaded during the typical evaluation period, which may have affected energy efficiency estimates. To address this concern, in 2022, Energy Trust created a separate evaluation track for large / complex projects across all commercial and industrial programs and awarded a contract to an evaluator to manage these unique evaluations. This change was made

¹ As of February 2025, data centers will be evaluated as a separate track.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

to ensure that the program's largest projects are rigorously evaluated and that its most important customers have a positive experience.

The number of large / complex per year varies. We expect up to 12 projects to start in 2025-2027. As of February 2025, three large / complex projects are ongoing, and will be handed over by the current evaluator to the incoming evaluator. All three of these projects have drafted Evaluation Plans, one of which has started implementation. The status of each project is summarized in Table 1.

Table 1: Status of active Large / Complex Evaluation Projects

Project #	Project Status
1	Evaluation Plan Drafted (Task 8)
2	Evaluation Plan Drafted (Task 8)
3	Data collection (Task 10)

Overview of Large / Complex Evaluation Process

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

- Very high customer incentive payments, near but not exceeding Energy Trust's mega-project threshold of \$750,000.²
- Phased projects that won't be complete for several years.
- Not likely to be fully occupied or achieve full loading for several years.
- Complex systems or unknown operational parameters leading to uncertain savings estimates or requiring specialized expertise to properly evaluate.
- Certain types of projects known to have high savings variance, such as central utility plants, district heating/cooling systems, and heat recovery systems.
- A need for lengthy or involved engagement with the customer to obtain the data required for rigorous evaluation.
- Stringent customer security and confidentiality requirements that may impede site access or provision of customer data that are critical to the success of the evaluation.
- An important customer relationship that must be handled carefully, where a warm hand-off to the evaluator is crucial.

² Mega-projects, which have incentive payments of \$750,000 or more, require Board approval and a dedicated project evaluation plan. They are sometimes paid out over several years and are relatively rare across commercial and industrial programs.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

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

After a project is selected into the large / complex project impact evaluation process, the first stage of the process starts with introducing the customer to the evaluator and the evaluation process. The evaluator reviews project documents and building plans and conducts an initial site visit (in-person), in conjunction with program staff, to become familiar with the project, building operations, and efficiency measures.

After the initial visit, the evaluator develops an evaluation plan for the project describing additional site visits required, data collection activities, anticipated data requests, an analysis plan, and a schedule of activities, which is then presented to the customer. We have found that introducing the evaluator and setting expectations with the customer early on, have avoided some of the issues described above, resulting in more successful evaluations and more satisfied customers. This stage of the process may be adapted to the needs of the specific customer or project.

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

Additional documentation of the large / complex evaluation process will be provided to the selected evaluator.

Evaluation Objectives

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

- Set expectations with customers about evaluation requirements up front and maintain good relationships with customers throughout the evaluation process.
- Avoid common problems in evaluating large projects related to timing of data collection, site access, data confidentiality, and staff availability.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

- Develop robust, reliable, independent estimates of gas and electric savings impacts for individual large / complex projects.
- Develop estimates of electricity demand savings for individual large / complex projects
- Report any important observations about each project, substantial deviations from claimed savings, and problems with the energy savings calculations, energy models, accuracy of assumptions, or the basis for estimated saving.
- Make recommendations to help Energy Trust improve the accuracy of energy savings estimates and the effectiveness of future engineering studies and building energy models.

The selected evaluator will undertake the following tasks to manage Energy Trust's impact evaluation process for large / complex commercial and industrial projects completed in 2025 through 2027. The major tasks are separated into three main work areas: **project management, evaluation planning, and evaluation implementation.**

Project Management Tasks

Task 1. Orientation Meetings

The selected evaluator will hold two orientation meetings with Energy Trust and PMC staff to discuss the details of the large / complex project evaluation process. The first meeting will establish key contacts and provide an overview of the evaluation process.

The second orientation meeting will be led by the current contractor for the large and complex impact evaluation process, to facilitate a review of active projects identified in Table 1 and to share documentation. The selected evaluator will receive a spreadsheet summarizing active projects, their statuses, and estimated hand-off dates from the current evaluator. The transition should minimize disruption to the customer. We anticipate project transitions to be completed by May 2025.

Deliverables:

- Meeting agenda
- Summary notes from the orientation meeting

Task 2. Manage of Large / Complex Projects Impact Evaluation Process

The selected evaluator will manage all aspects of the large / complex commercial and industrial project impact evaluation process, as described in the major tasks in this RFQ. This includes:

- Following Energy Trust's guidelines to identify projects to evaluate under the large / complex project process and coming to mutual agreement on the selected projects with Energy Trust and its implementation contractors.
- Managing and conducting the evaluation activities for selected projects, described in the tasks below, to a successful completion and meeting Energy Trust's objectives.
 - Individual evaluation projects can, at times, span multiple years from the time they are initiated to the time a final report is completed. It will be imperative for the selected evaluator to apply good project management practices to ensure that each evaluation project stays on track, on schedule, on budget, and is successfully completed.

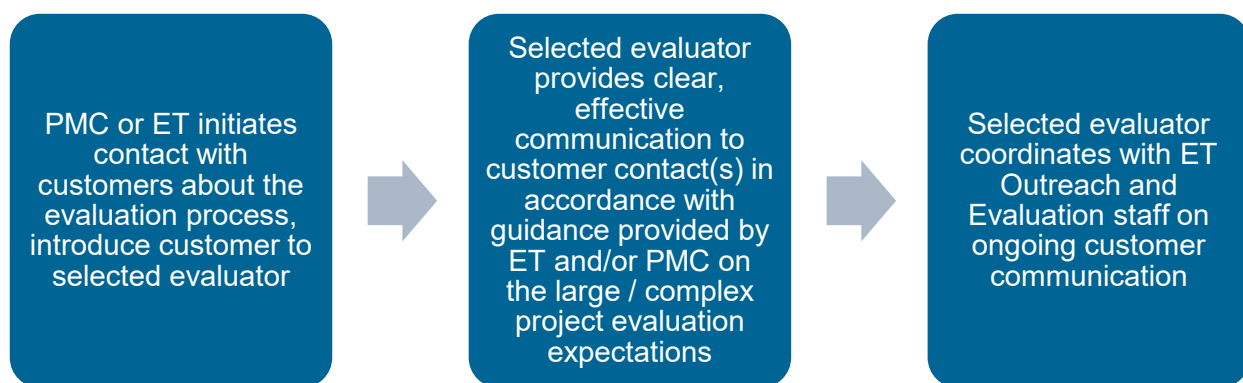
Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

- Conducting periodic check-ins with customers to keep them informed and maintain continuity.
- Keeping Energy Trust and PMCs informed of progress on each evaluation project.

The selected evaluator will develop a customer engagement plan, after the kick-off meeting (Task 1), to ensure that they maintain a high level of customer satisfaction, maintain continuity with customers, and are responsive to customers' concerns. This plan will be referenced when communicating with and reengaging customers, particularly in Task 9, below.

Customer communications will adhere to the following general process:

Figure 1: Large / Complex Customer Communications Process Summary



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

The evaluator will also maintain a project tracking spreadsheet that notes what the project is, its anticipated or claimed savings, and any project updates including contact made with the customer, information provided by the PMC, or decisions made about the evaluation approach. This spreadsheet will be in a secure location accessible to PMC and Energy Trust staff involved in the evaluation.

Deliverables:

- Customer engagement plan
- Immediate notification of any customer service issues
- Spreadsheet of all active large / complex projects and their respective timelines

Task 3. Review and Select Active Projects for Evaluation Process

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

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

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

As noted, Energy Trust anticipates between three and eight large / complex projects per year will be selected. Once a candidate project has been selected, the selected evaluator will initiate the large /complex project impact evaluation process.

Deliverables:

- Projects identified for the large / complex project impact evaluation.
- Selection process documentation

Task 4. Monthly Reporting

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

Deliverables:

- Monthly status reports

Stage 1: Evaluation Planning

Task 5. Review Project Documents

For each large / complex project, Energy Trust and its program implementation contractors will provide the selected evaluator with project files describing the facility and proposed efficiency measures, building plans including mechanical and electrical, any savings calculation workbooks or energy modeling files, project tracking data containing savings and incentive forecasts, relevant

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

program technical guidelines, and other related documents. The selected evaluator will also be provided with utility customer energy usage data.³

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

The selected evaluator will use this information to discuss the project with the customer as part of Task 6 and to prepare for the preliminary site visit, described in Task 7. Once the document review is complete, the selected evaluator will be expected to create an outline of the evaluation scope that lists each of the measures to be analyzed and the potential data collection and analysis methods to be used. This outline will be the basis for the evaluation plan described in Task 8, although additional information may factor in.

Deliverables:

- Outline of evaluation scope

Task 6. Introductory Meeting with Customer

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

Deliverables:

- Notes from Introductory meeting

Task 7. Preliminary Site Visit

For each large / complex project, the selected evaluator will attend the program's verification site visit with program implementation staff. If that is not possible, then the selected evaluator will work

³ Access to Energy Trust's Utility Customer Information (UCI) energy usage database is subject to specific confidentiality and nondisclosure requirements (see Appendix C), which are in addition to any other contractual confidentiality obligations.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

with program staff to set up a separate preliminary site visit. As noted above, the preliminary site visit may be combined with the introductory meeting (Task 6) or conducted separately.

The primary goals are to meet with customer representatives in-person to build rapport, observe the installed equipment and facility operating conditions, discuss important project details with facilities staff, and answer any questions about the evaluation process. The selected evaluator will also inquire about future for the facility (loading schedule, additional expansions, etc.) and the type of data being collected at the site that could be made available for the evaluation. If an Energy Management and Information System (EMIS), building control system, or similar system is installed, the selected evaluator will discuss with the customer what parameters they are tracking and whether trending has been enabled.

The selected evaluator will utilize information gathered during the preliminary site visit to develop the evaluation plan (Task 8) and provide a short report summarizing their findings to Energy Trust Evaluation staff.

Deliverables:

- Site visit report

Task 8. Develop Stage 1 Project Evaluation Plan

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

The customer communication and reengagement strategy will include an overview of key site or program contacts, their roles, and their contact information. It should also detail how the evaluator would, or how future evaluators should, reengage with the site.

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

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

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

As part of the draft evaluation plan, the selected evaluator will create an evaluation schedule. The schedule of activities will include approximate dates for all evaluation activities, customer engagement points, data requests, and completion of the impact analysis and site evaluation report.

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

Deliverables:

- Draft and final evaluation plan

Stage 2: Evaluation Implementation

The selected evaluator will undertake the following tasks to implement the evaluation plan for each selected large / complex project.

Task 9. Customer Communication and Re-engagement

There may be long delays (multiple months, possibly years) in the approval and launch of the evaluation plan. Careful attention to customer communication and re-engagement is critical to our ability to evaluate large / complex projects. The selected evaluator will work with program outreach staff to contact the customer and re-engage them to participate in the evaluation at the time specified in the evaluation plan schedule. The communications should follow the selected evaluator's customer engagement plan (Task 2, Task 8). This may occur by email, phone, or in-person.

The selected evaluator will re-introduce themselves to the customer contacts and reacquaint the customer with the evaluation plan they agreed to facilitate, including any planned site visits, on-site data collection, or customer data requirements, and the evaluation schedule. The selected evaluator will also ask about any changes to the facility, measures installed, or plans for the facility (loading schedule, additional expansions, etc.), since the evaluation plan was completed. The selected evaluator may have additional check-in meetings with the customer at any point during the evaluation process to discuss site visits, data collection activities, or any data that the customer will be providing, such as EMIS or building control system trend data.

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

Task 10. Data Collection Activities

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

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

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

Deliverables:

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

Task 11. Project Impact Analysis

After the data collection activities are complete, the selected evaluator will analyze the data to develop estimates of the project gas and electric savings and realization rates. In addition, an estimate of the project's electricity demand savings during utility peak periods will also be calculated. The selected evaluator will use the analysis methods laid out in the evaluation plan, which should generally follow the analysis methods used by the program.

For prescriptive measures, the selected evaluator will simply verify installation, fuel type, efficiency level, operation, and quantity of equipment. However, if prescriptive measure savings are high relative to facility energy use, then more rigorous methods may be used. For calculated measures and more complex engineering calculations, the selected evaluator will use data collected from the site to update the input parameters and re-estimate savings. This may include updating equipment operating parameters or actual energy usage from power metering or whole facility energy usage data.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

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

Deliverables:

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

Task 12. Project-Specific Reporting

The selected evaluator will be required to provide Energy Trust with a draft project-specific evaluation report. At a minimum, the site report must include an executive summary, background, data collection and analysis methodology, evaluated energy savings and realization rates, as well as peak electricity demand savings. The findings should describe any parameters that were updated during the evaluation and provide a detailed list of updates made to building simulation models. The selected evaluator will also provide any recommendations for improvements that they may have for program savings estimation, based on their observations.

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

The draft report will be reviewed and commented on by Energy Trust and program implementation staff, Evaluation staff, and other parties deemed appropriate by Energy Trust. Based upon these comments, the selected evaluator will make revisions and deliver a final version of the site report within two weeks of receiving comments. Achieving an acceptable final report may take more than one iteration between the selected evaluator and Energy Trust. Project-specific evaluation reports will be confidential and not posted or shared outside of Energy Trust and PMC staff.

Deliverables:

- Draft project-specific evaluation report
- Response to Energy Trust's edits and comments
- Final project-specific evaluation report

Schedule

Energy Trust expects to contract with the selected evaluator to manage and deliver the large / complex commercial and industrial project impact evaluation process from Q2 2025 through 2027. The contractor will be expected to complete Evaluation Implementation tasks for three active projects (Table 1). The evaluator will be required to provide a monthly evaluation update to Energy Trust by the 10th of every month.

Budget

The budget for the evaluation work as described in this RFQ will depend on the number of projects routed to the large / complex evaluation process between 2025 and 2027. We anticipate a budget of two hundred thousand U.S. dollars (\$200,000) will include up to 15 projects. This budget assumes completion of Stage 1 tasks for up to six new large / complex projects, and completion of Stage 2 tasks for up to nine large / complex evaluation reports (including the three active projects described in Table 1). Energy Trust reserves the right to revise budget assumptions at any time based on the number of large / complex projects.

Proposal Requirements

Qualifications must be clear, complete, and concise. Pages must be numbered, sections must be clearly titled, and fonts must not be smaller than 11-point. We ask **for no more than 17 pages**, excluding supplemental information requested – work product examples, resumes of key staff and subcontractor team members, conflict of interest disclosure, insurance coverage information, and representations page. These should be included in attached appendices. Failure to include any required elements described below may result in the rejection of respondent's qualifications.

Contractors interested in bidding on both Large / Complex RFQ and the New Buildings Data Centers Impact Evaluation RFQ should submit two responses. Qualifications will be reviewed and evaluated by separate review committees.

1. Proposal Information

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 where applicable. **Not to exceed three (3) 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 the management plan. **Not to exceed two (2) pages.**

Technical qualifications:

The technical qualifications should respond to the Project Management, Evaluation Planning, and Evaluation Implementation tasks described in the "Tasks" section above, **not to exceed six (6) pages**. Qualifications do not need to address each task individually. Respondents should demonstrate their approach or experience in:

1. Project Management and Customer Engagement
 - Capacity to manage long-duration evaluations (spanning multiple years), ensuring adherence to timelines, budgets, and quality standards while maintaining organized documentation and communication with stakeholders.
 - Experience working with large commercial and/or industrial customers to secure participation, maintain engagement over time, and address any challenges in providing data or site access.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

- Commitment to providing high-quality customer service, adhering to Energy Trust's customer engagement guidelines, and ensuring a smooth evaluation process with minimal customer burden.
- Ability to coordinate effectively with Energy Trust staff, Program Management Contractors (PMCs), and implementation teams, ensuring timely reporting, issue resolution, and transparent communication.

2. Evaluation Planning and Implementation

- Ability to handle large datasets, analyze energy consumption trends, and conduct metering, logging, and tracking of EMIS/building control system parameters.
- Proficiency in engineering calculations, whole-building energy modeling (e.g., DOE-2, EnergyPlus), and measurement and verification (M&V) protocols (e.g., IPMVP) to estimate realized energy and demand savings, preferably for large efficiency projects.
- Strong quality assurance processes to ensure accuracy and reliability of savings estimates
- Proven ability to create thorough evaluation plans, including site-specific methodologies, customer engagement strategies, and post-evaluation reporting.

Respondents should also include two work product examples: one anonymized evaluation plan and one anonymized evaluation report, preferably demonstrating experience in data center projects (not included in the page limit; see 2. Work Product Examples).

Supplier diversity requirements:

Qualifications should indicate if respondent's firm or subcontractors are certified with the Certification Office for Business Inclusion and Diversity (COBID) of Oregon or 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)

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

It is not required for a minimum value of any resulting contract to be directed towards SDP qualifying firms. However, Energy Trust still encourages interested firms to create teams that include SDP qualifying firms. As such, qualifications which direct at least 15% of the value of a resulting contract may receive up to a 5% bonus during scoring. Any teaming should be reflected in the staffing and subcontracting plan and budget qualifications. **Not to exceed one (1) page.**

If respondents need assistance making connections with SDP qualifying research, evaluation, data analysis, and engineering firms, or other types of potential partners, Energy Trust can facilitate introductions with firms in our Planning and Evaluation contractor pool. If this is of interest, bidders should reach out to the Energy Trust contact listed below during or prior to providing their intent to bid.

Detailed budget qualifications:

The budget for the evaluation work as described in this RFQ will depend on the number of projects routed to the large / complex evaluation process in 2025 and 2027. We anticipate a budget of \$200,000 will include up to 15 projects. This budget assumes completion of Stage 1 tasks for up to six new large / complex projects, and completion of Stage 2 tasks for up to nine large / complex evaluation reports (including the three active projects described in Table 1). Energy Trust reserves the right to revise budget assumptions at any time based on the number of large / complex projects.

This section should include a detailed budget plan, broken out by task and individual performing the work (Table 2). Key staff should be identified by name, with billing rates for each. Respondents should bid on this request assuming a time-and-materials type contract with a “not-to-exceed” budget cap. Please describe major budget assumptions in text accompanying the budget tables. **Not to exceed two (2) pages.**

Table 2: Budget Template

Staff Name	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 (DEI) experience:

Qualifications 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

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

to their work. Respondents must provide responses to each of the questions in **Appendix B. Not to exceed two (2) pages.**

Data security and confidentiality:

Qualifications 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 Examples

Qualifications should include **two work product examples:** 1) evaluation plan, and 2) final evaluation 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 examples should be included as either a link to a publicly available document or attached as an appendix to the qualifications. **No page limit, but please keep materials to a minimum.**

3. Resumés

Qualifications 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 qualifications. **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 qualifications. **No page limit.**

5. Conflict of Interest Disclosure

Respondent must disclose any direct or indirect, actual or potential conflicts of interest respondent or its subcontractors may have with Energy Trust in its qualifications. 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.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

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. If no conflict is identified by respondent, the respondent will explicitly provide such a statement in their RFQ response. The determination of whether a conflict of interest exists and whether the proposed mitigation plan adequately addresses the conflict is left to the sole discretion of Energy Trust. This information should be provided in an appendix to the qualifications. **No page limit.**

6. Representations and Signatures Page

Respondent's qualifications must contain the signature of a duly authorized officer or agent of the respondent company submitting the qualifications. 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 qualifications.

Proposal Selection Criteria

Qualifications will be judged on the criteria listed below. As noted above, failure to meet the qualifications requirements may result in the rejection of a qualifications without scoring.

- Technical qualifications
- Qualifications of proposed team and staffing plan, including subcontractors (if applicable)
- Proposed budget
- Supplier Diversity Program eligibility (bonus to score only)
- Diversity, equity, and inclusion responses
- Data security and confidentiality
- Work product examples

Schedule & Administration of Proposal Selection Process

RFQ Schedule:

- | | |
|----------------------------|--|
| • February 25, 2025 | RFQ issued |
| • March 7, 2025 | Intent to bid/request for additional information due |
| • March 13, 2025 | Clarifications/question responses posted to website |
| • March 28, 2025 | Qualifications due |

Requests for Additional Information and Submission

Contractors interested in bidding on both Large / Complex RFQ and the Data Centers Impact Evaluation RFQ should submit two responses. Qualifications will be reviewed and evaluated by separate review committees.

Any questions and/or requests for clarification regarding this RFQ, as well as stating intent to bid on the project, must be submitted via email to the contact named below by **March 5, 2025**. Responses to questions and requests for additional information will be posted on Energy Trust's website no later than **March 7, 2025**. Energy Trust cannot accommodate individual phone, mail, or fax inquiries about the RFQ. All questions must be submitted via email.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

Stating intent to bid does not obligate a respondent to submit qualifications. Only electronically submitted qualifications (in PDF form) will be accepted; faxed or print qualifications will not. A signed letter of transmittal (cover letter) is required and should be scanned and submitted along with the qualifications. All qualifications must be received by 5pm Pacific Time on **March 28, 2025**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFQ. Please submit qualifications to:

Jane Hammaker
Senior Project Manager – Evaluation
Energy Trust of Oregon
Email: jane.hammaker@energytrust.org

Revisions to RFQ

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

Withdrawal and Modification of Qualifications

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

Proposal Evaluation and Notification for Negotiations

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

RFQ GOVERNING PROVISIONS

All submitted qualifications are subject to the following additional provisions.

Right to Accept or Reject Qualifications, Multiple Awards

Energy Trust reserves the right to make multiple awards, reject any and all qualifications and to waive any nonconformity in qualifications received, to accept or reject any or all of the items in the qualifications, 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 qualifications prior to contracting.

Confidentiality

Respondents shall clearly identify only those portions of their qualifications 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 qualifications or other documents that are marked to indicate the entire document is the confidential or proprietary information of the sender or that restricted

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

handling is required. Normal business practices will be observed in handling qualifications materials.

Ownership and Return of Qualifications

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

No Verbal Addendums

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

Proposal Costs

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

Waiver of Claims

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

Energy Trust Rights Reserved

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

- Determine which qualifications are eligible for consideration in response to this RFQ.
- Disqualify qualifications that do not meet the requirements of this RFQ, in the sole determination of Energy Trust.
- Negotiate with any respondent to amend any qualifications.
- Select and negotiate and/or enter into agreements with respondent(s) who, in Energy Trust's sole judgment, are most responsive to the RFQ and whose qualifications 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 qualifications, including withdrawing this RFQ at any time and/or issuing a new RFQ that would supersede and replace this one.
- Vary any timetable or schedule, add or change any provisions discussed herein.
- Conduct any briefing session or further RFQ process on any terms and conditions.

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

- Suspend or modify the RFQ process at any time.
- Enter into relationships with more than one respondent.

Resulting Contract(s)

The selected respondent will be required to execute a written contract(s) with Energy Trust to perform the evaluation work. No award will be considered a commitment, and no obligations or legal relations shall exist between Energy Trust and the selected respondent until a final and binding contract has been executed by and between Energy Trust and the contractor. Time is of the essence with regard to this program evaluation, 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 (see Appendix C). 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 and have authority to submit these qualifications on behalf of the respondent.
2. The information provided in these qualifications is true and correct to the best of my knowledge.
3. I have read this Request for Qualifications 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 qualifications.
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 qualifications are 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 these qualifications 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 qualification 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

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: 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

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

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

Request for Qualifications: Impact Evaluation Process for Large & Complex Commercial & Industrial Projects

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: _____