

# Energy Trust of Oregon

## Request for Qualifications:

### Impact Evaluation Process for 2025 - 2027 New Buildings Data Center Projects

RFQ Issued: **February 25, 2025**

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

Proposals Due: **March 28, 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](http://www.energytrust.org/about).

## Introduction

### *Background on Large / Complex Projects*

Energy Trust of Oregon is seeking qualifications for a contractor to manage Energy Trust’s process for selecting, planning, and conducting project-specific impact evaluations of data center projects in the New Buildings program. This process will include data center projects that span multiple years with a phased evaluation approach, detailed below.

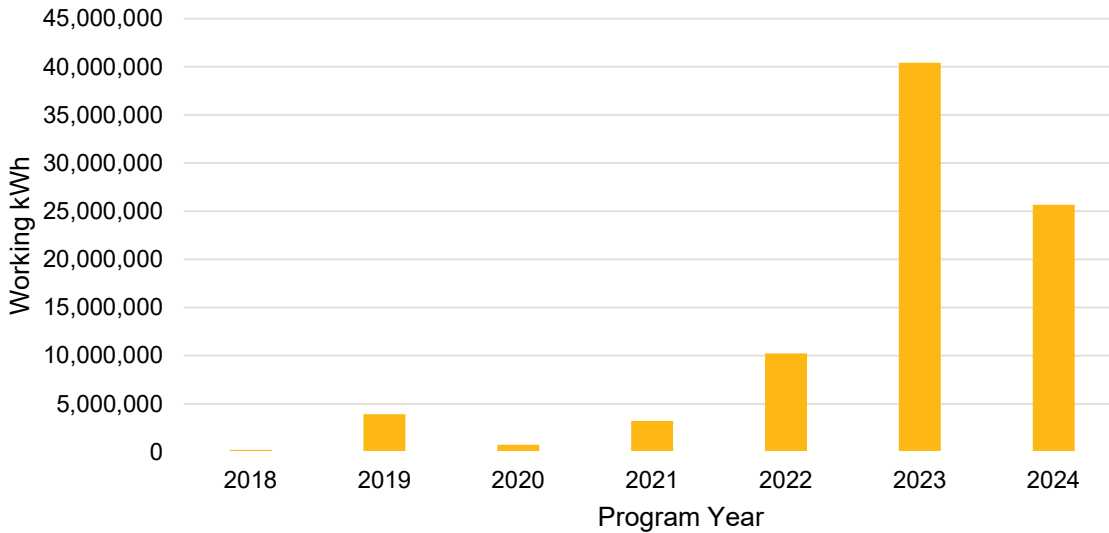
The New Buildings program (NB) began in August 2003, and is implemented by a Program Management Contractor (PMC) on behalf of Energy Trust. The current PMC is CLEAResult. New Buildings serves new commercial construction, major renovations, tenant improvements, and building additions. The program organizes projects into five possible project pathways, including System Based, Market Solutions, Whole Building, Path To Net Zero, and Data Centers. This RFQ covers projects that come through the Data Center track of the New Buildings program. More information about the design, budget and goals, and accomplishments of the New Buildings program, as well as past impact evaluation reports, can be found on Energy Trust’s website at: <https://www.energytrust.org/about/our-impact/reports-financials>.

Since 2021, projects with large savings or complex analysis methodologies from all Energy Trust commercial and industrial programs have been evaluated separately from their respective programs’ annual impact evaluations. This large and complex project evaluation process was established to accommodate greater lead time, planning, and effort from evaluators, as well as more tailored engagement with customers than can be accomplished in program-wide annual impact evaluations. Additionally, many large and complex projects across commercial and industrial programs at Energy Trust are unique, and represent a large amount of program savings; these projects could not be replaced in an evaluation sample without a significant loss of confidence and precision in the evaluated results. The large and complex evaluation process has been successful at allowing more tailored impact evaluations of these projects, and the large and complex impact evaluation process will continue.

*Overview of Data Center offering*

In 2025, Energy Trust separated NB Data Centers from the large and complex impact evaluation process. Data center projects are distinct from other large and complex projects in Energy Trust’s commercial and industrial sectors, because of their prolonged timelines and phased approach to claiming savings. Additionally, with the growing number and size of data center projects in Oregon, separating impact evaluations for data centers will facilitate greater standardization of their evaluations, and allow more attention towards this growing number of projects. Figure 1 and Table 1 below show historical electric savings from NB data center projects.

**Figure 1. New Buildings Data Center electric savings, 2018 through 2024**



**Table 1. New Buildings Data Center electric savings, 2018 through 2024**

Program Year	Number of Projects	kWh Savings
2024	5	25,673,872
2023	3	40,428,956
2022	5	10,235,703
2021	4	3,219,627
2020	1	742,090
2019	9	3,917,349
2018	4	214,300

The program’s data center offering provides incentives for technical assistance and efficiency technology that demonstrate performance beyond code and other baseline requirements as defined by the program. Energy reduction strategies often include efficient IT cooling systems and efficient electrical system design. The data center offering does not include energy savings or incentives associated with the building envelope; non-IT heating, cooling, and ventilation; service water heating; or lighting. Data center projects can also go through the Whole Building program offering, which would allow savings to be claimed for these other building systems.

The data center offering is designed to pay incentives for energy savings in two installment payments. The first half of the total anticipated project savings is claimed upon construction completion. After the program management contractor (PMC) has completed a verification visit, the incentive is paid to the customer. When the IT load of the data center reaches their target IT operating load established with the program, the remaining half of the savings can be claimed and is paid. If the project does not reach the expected IT operating load within two years, the program will re-calculate the savings for the project according to the actual operating load at that time. Using the new calculations, any savings and incentives not already accounted for in the first claim and payment for the project will then be claimed and paid. This phased approach to claiming data center savings helps mitigate risk to Energy Trust that could arise from unexpected changes in the load the data center achieves.

The Data Center track impact evaluation will involve continuous engagement throughout 2025 and 2027 to monitor new and ongoing projects that come through the New Buildings Data Center track. Energy Trust program, PMC, and Evaluation staff meet periodically to review new projects and discuss their anticipated savings and timelines. As is shown in Table 1, while the total number of data center projects each year may be low, around three to ten per year in the last five years, the average size of each project has increased in that time. For this reason, it is likely that all data center projects that come through the New Buildings Data Center track will be evaluated in this impact evaluation process to ensure adequate precision and confidence levels for the track as a whole.

## Evaluation Objectives

Energy Trust performs process and impact evaluations of its programs on a regular basis. The New Buildings Data Center Track Impact Evaluation will complement these standard, program-wide impact evaluations, as well as the ongoing large and complex project impact evaluation process, by ensuring that data center projects are properly evaluated and that these large customers have a positive experience. The goals of the New Buildings Data Center track 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 data center projects related to timing of data collection, site access, data confidentiality, and staff availability
- Develop robust, reliable, independent estimates of electric savings impacts for individual data center projects
- Develop estimates of electricity demand savings for individual data center 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 savings
- Make recommendations to help Energy Trust improve the accuracy of energy savings estimates and the effectiveness of future engineering studies and building energy models

## Tasks

If selected through this Request for Qualifications (RFQ), it is anticipated that the selected evaluator will be engaged by written contract to undertake the following major tasks to manage

Energy Trust’s impact evaluation process for New Buildings Data Center track projects for 2025 and 2027. The major tasks are separated into three main work areas: **project management, evaluation planning, and evaluation implementation.**

## Project Management Tasks

In response to the Tasks described below, respondents should explicitly describe their approach and demonstrated relevant experience in data center evaluation planning and project management. This information should be included in the data center Technical Qualifications section.

### Task 1. Orientation Meetings

The selected evaluator will organize and attend two orientation meetings. The first orientation meeting will be with the current contractor for the large and complex impact evaluation process to 1) review Data Center track guidelines and summarize previously completed data center evaluations, and 2) review the status of ongoing data center evaluations or potential future evaluations. As of February 2025, seven data center evaluation projects are ongoing, and will be transitioned to the incoming evaluator. Five of these projects will have drafted Evaluation Plans. Two projects will have completed data collection, and reporting will be underway. The status of each project is summarized in Table 2. Each project will be handed off between contractors at a stage that causes the least disruption to the customer, ideally no later than May 2025. The Energy Trust Evaluation Project Manager will provide documentation to the selected evaluator ahead of this orientation meeting.

In the second orientation meeting, the selected evaluator will discuss the details of the data center evaluation process with Energy Trust and implementation staff, clarify any key points, and present their general approach to evaluating data center projects. This meeting will also help establish the key contacts and procedures for the evaluation process. The selected evaluator will take notes summarizing the meeting and any decisions that are made.

**Table 2: Status of active NB Data Center Evaluation Projects**

Project #	Project Status
1	Evaluation Plan Drafted (Task 8)
2	Evaluation Plan Drafted (Task 8)
3	Evaluation Plan Drafted (Task 8)
4	Evaluation Plan Drafted (Task 8)
5	Evaluation Plan Drafted (Task 8)
6	Reporting (Task 12)
7	Reporting (Task 12)

**Deliverables:**

- Notes from orientation meetings

**Task 2. Manage Data Center Projects Impact Evaluation Process**

The selected evaluator will manage all aspects of the data center project impact evaluation process, as described in the major tasks in this RFQ. This includes keeping track of ongoing and upcoming data center projects through coordination with the New Buildings PMC team, as well as 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 within the Data Centers track will likely 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 schedule and has quality documentation of key decisions and deliverables throughout. The selected evaluator may need to periodically check in with customers to keep them informed and maintain continuity, and should seek guidance from PMC staff if they need assistance reaching a customer. They will also need to keep Energy Trust and PMC staff updated on their progress on each evaluation project.

The selected evaluator will develop a standardized data center project evaluation plan, informed by their review of active projects and past examples of data center evaluation plans. The standardized evaluation plan should outline the general approach the evaluator will take in evaluating data center track projects, including data sources that the evaluator will request from the customer and key parameters that the evaluator will attempt to verify for all projects. The evaluation plan should include different options for data sources depending on facility data availability (examples include EMIS parameters, UCI data, site visits, interviews, or metering). The data collection options should be realistic and support the development of rigorous and reliable estimates of annual electricity savings.

The evaluation plan will also include a customer communication and engagement plan. This plan will outline the project's overall approach to engaging with customers, list key Energy Trust and PMC points of contact, and outline best practices for requesting project or site data. 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.

The standardized evaluation plan will be provided to the Energy Trust Evaluation Project Manager, and will be reviewed and commented on by Energy Trust and PMC staff. The evaluator will review and address all comments before finalizing the evaluation plan. This plan will serve as the basis for all subsequent project activities.

The evaluator will also set up and maintain a project tracking spreadsheet that notes what each 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:**

- Draft and final data center evaluation plan and customer engagement plan

- Immediate notification of any customer service issues
- Spreadsheet of all active data center projects and their respective timelines

### **Task 3. Review Active Projects for Evaluation Process**

The selected evaluator will facilitate and participate in periodic meetings with the New Buildings implementation team, to review and discuss candidate projects with PMC and Energy Trust Evaluation staff. Upcoming data center projects will be surfaced by PMC staff. Projects that are surfaced in these meetings may be weeks or months away from enrolling in the program. The selected evaluator will note these projects and their prospective timelines to continue to check in on their status during future meetings. These meetings with Evaluation and PMC staff are also a key time to coordinate on ongoing customer outreach, data requests, or other questions related to the evaluation's activities as they arise. The selected evaluator will take notes at each project review meeting, summarizing the projects discussed and any decisions that are made.

Energy Trust anticipates that the selected evaluator will be managing between fifteen and twenty data center projects total, over the lifetime of the contract. When a project has been identified as approaching its construction completion date, the selected evaluator will begin their evaluation activities.

#### **Deliverables:**

- Notes from meetings documenting key updates and decisions

### **Task 4. Monthly Reporting**

The selected evaluator will be required to submit monthly status reports presenting (1) the status of each selected project's evaluation, (2) any upcoming projects to be discussed at future coordination 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 10<sup>th</sup> 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 data center project, Energy Trust and PMC staff will provide the selected evaluator with project files describing the facility building plans including mechanical and electrical, any savings calculation workbooks or energy modeling files, project tracking data containing savings and incentive forecasts, relevant program technical guidelines, and other related documents.

The selected evaluator will 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 the project with PMC 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.

**Deliverables:**

- Outline of evaluation scope

**Task 6. Introductory Meeting with Customer**

PMC staff will be primarily responsible for initiating communication with customers about the evaluation process and will help recruit them to participate. For each data center 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, its purpose, and the expectations for the customer. The selected evaluator should walk the customer through the process, including their attendance at the verification 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 data center project, the selected evaluator will attend the program's verification site visit with program implementation staff. If that is not possible, then the selected evaluator will work with program staff to set up a separate preliminary site visit. As noted above, this site visit may be combined with the introductory meeting (Task 6) or conducted separately. The primary goals will be to meet with customer representatives in-person to build rapport, observe the installed equipment and facility operating conditions, discuss important project details with facilities staff, and answer any questions about the evaluation process.

During this verification site visit, program implementation staff will typically discuss the facility loading schedule with the customer, as well as the type of data being collected at the site that could be made available for evaluation, using the standardized evaluation plan developed in Task 2 as a guide. If these topics are not covered by program implementation staff either prior to or during the verification visit, the selected evaluator will inquire about the facility loading schedule and relevant trend or metering data that could be made available at a later date to support the evaluation. If an Energy Management and Information System (EMIS), building control system, or similar system is installed, the selected evaluator will discuss with the customer what parameters they are tracking and whether trending has been enabled. Afterwards, the selected evaluator will provide notes summarizing their findings to Energy Trust Evaluation staff.



**Deliverables:**

- Notes from site visit

**Task 8. Develop Stage 1 Evaluation Report and Draft Evaluation Plan**

For each data center project, the selected evaluator will develop a Stage 1 Evaluation Report and Evaluation Plan which will include:

Stage 1 Evaluation Report:

- Overview of the project, efficiency measures, and analysis methods
- Site proposed ramping schedule

The overview of the project, efficiency measures, and analysis methods should be a brief overview of the project, its anticipated savings, and the key measures and parameters influencing those savings. If the evaluator identifies any areas of uncertainty or risk in the analysis, these should be raised in this section as needed.

The site's proposed ramping schedule should be included in the report, and this schedule should be used to inform the below sections in the Evaluation Plan.

Energy Trust and program implementation staff will review and provide comments on the selected evaluator's Stage 1 Evaluation Report. The selected evaluator will make any needed adjustments to the report before finalizing.

Evaluation Plan:

Using the standardized evaluation plan developed in Task 2 as a starting point, the evaluator will document the evaluation approach for the project, including:

- Customer communication and reengagement strategy
- Planned data collection activities and necessary data sources
- Schedule of evaluation activities
- 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. Any site-specific communication considerations should be noted here.

The data collection activities and necessary data sources section will specify the data collection activities to be conducted according to site data and customer availability, working from the options outlined in the standardized evaluation plan developed in Task 2.

The schedule of evaluation activities will include approximate dates (or timing relative to the site's ramping schedule) for all evaluation activities, customer engagement points, data requests, and completion of the impact analysis and site evaluation report. If site visits and on-site data collection are included, the purpose, approximate dates (or timing relative to the proposed ramping schedule), access to specific areas of the facility, data to be collected, and impact on facility staff should be clearly outlined.

The impact analysis methods section will list 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.<sup>1</sup>

Energy Trust and PMC staff will review and provide comments 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 PMC staff on the contents.

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

**Deliverables:**

- Draft and final Stage 1 Evaluation Report
- Draft and final Evaluation Plan

## Stage 2: Evaluation Implementation

The selected evaluator will undertake the following tasks to implement the evaluation plan for each data center project.

### **Task 9. Customer Communication and Reengagement**

The selected evaluator will work with program outreach staff to contact the customer and recruit them to participate in the evaluation at the time specified in the evaluation plan schedule. The communications should follow the communication guidelines set out in the Evaluation 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. The PMC and selected evaluator will do everything they can to engage the customer while providing good customer

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<sup>1</sup> If the methods are found to be flawed, this should be noted in the project overview section, and implications or savings impacts of these methodological differences should be detailed as well.

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 successfully recruited, the selected evaluator will conduct all data collection activities in accordance with the Evaluation Plan (Task 8). 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 may include interviews with facility operators, customer-provided data, and/or site visits. The selected evaluator will also be provided with utility customer energy usage data as available.<sup>2</sup>

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, PMC 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 final 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 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.

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. 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.

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<sup>2</sup> 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.

**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 a project summary, data collection and analysis methods, key findings, and the evaluated energy savings and realization rates, as well as peak electricity demand savings. The findings should describe any parameters that were updated during the evaluation and provide a detailed list of updates made to building simulation models. The selected evaluator will also provide any recommendations for improvements that they may have for program savings estimation, based on their observations. It is anticipated that sources can be promised confidentiality in terms of attribution of responses and that customer information collected by the evaluator will remain confidential within Energy Trust. Findings shall be based on the information collected by the selected evaluator and referenced in the site report. The use of tables and graphs is recommended for material that does not lend itself well to narrative form, as well as for important findings.

The draft report will be reviewed and commented on by Energy Trust and program implementation staff, 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.

In Q1 of 2026 and Q1 of 2027, and at the conclusion of the contract period, the evaluator will produce a rolled-up and anonymized report of projects evaluated to date, with their savings and realization rates, along with any overarching findings or observations about evaluated projects. This report will include a short introduction, an overview of the methods used to evaluate data center projects in general, anonymized results for projects with completed evaluations, and any generalizable findings about these data center projects that may be useful to the program going forward. The evaluator will provide a draft report for Energy Trust review, and will address all comments prior to finalizing.

**Deliverables:**

- Draft and final project-specific evaluation report
- Draft and final annual summary report of project evaluations completed

## Schedule

It is anticipated that a contract will be awarded in April 2025, and project orientation meetings will occur by the end of April 2025. Project-specific evaluation plans and reports will be produced according to project schedules on an ongoing basis through 2027. The contractor will be expected to complete Evaluation Implementation tasks for seven active projects (Table 2). The evaluator will be required to provide a monthly evaluation update to Energy Trust by the 10th of every month.

## Budget

It is anticipated that the budget for the evaluation work as described in this RFQ will be two hundred and twenty-five thousand dollars (\$225,000); however, Energy Trust reserves the right to revise budget assumptions at any time.

The budget for the evaluation work as described in this RFQ will depend on the number of projects that come through the data center track between 2025 and 2027. We anticipate a budget of two hundred and twenty-five thousand dollars (\$225,000) will include between 15 and 20 projects (including the active projects noted in Table 2). Energy Trust reserves the right to revise budget assumptions at any time.

## Proposal Requirements

Responses 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. Please note that the 17-page limit for the proposal does not include the 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.

**Contractors interested in bidding on both the Large / Complex Project Impact Evaluation RFQ and the New Buildings Data Center Track Impact Evaluation RFQ should submit their qualifications separately for each. 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.**

#### *Data center 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

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- 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 data center (or large commercial/industrial) customers to secure participation, maintain engagement over time, and address any challenges in providing data or site access.
- 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. Experience developing Non-Disclosure Agreements (NDAs) a plus.
- 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 data center 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 Example below).

*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:

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- 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 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 proposal. **Not to exceed one (1) page.**

*Detailed budget proposal:*

A detailed budget proposal broken out by task and by individual performing the work for the 2025-2027 impact evaluation activities. Assume that billing will be on a time and materials basis, up to a “not-to-exceed” cap. Qualifications 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 RFQ will be approximately \$225,000; however, Energy Trust reserves the right to revise its budget assumptions at any time. We ask bidders to propose as competitive a budget for the project as they can, while being realistic about the scope that they can complete within that budget. If the proposed budget will exceed the \$225,000 threshold listed here, 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 in places, or reducing the number of projects in the evaluation.

Qualifications should summarize the budget in a table, breaking out the estimated hours and costs by task and staff member. Please use the following budget template. 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	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 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 Example**

Qualifications should include **two work product examples:** one anonymized evaluation plan and one anonymized evaluation report, preferably demonstrating experience in data center projects. The work product examples should be included as either a link to a publicly available document or attached as an appendix to the proposal. **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 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. **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 proposal. A “direct or indirect conflict” is defined as any situation in which an individual or a member of their family or close business or personal acquaintance, is employed by Energy Trust or the OPUC, or may be reasonably construed to have a direct or indirect personal or financial interest in any business affairs of Energy Trust, whether because of a proposed contract or transaction to which Energy Trust may be a party or may be interested or is under consideration, or whether such conflict is purely conceptual, because of similarity of business interests or affairs. 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 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.

### Selection Criteria

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

- Technical proposal
- 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 example

## Schedule & Administration of Qualification Selection Process

### RFQ Schedule:

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

### Requests for Additional Information and Proposal 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 7, 2025**. Responses to questions and requests for additional information will be posted on Energy Trust's website no later than **March 13, 2025**. Energy Trust cannot accommodate individual phone, mail, or fax inquiries about the RFQ. All questions must be submitted via email.

Stating intent to bid does not obligate a respondent to submit 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:

### 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 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 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 proposal, and award the contract in whole or in part as it is deemed in Energy Trust's best interest. Energy Trust may also choose to negotiate any of the details of 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 handling is required. Normal business practices will be observed in handling proposal 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 proposal prepared in response to this RFQ will be prepared at the sole cost and expense of the respondent and with the express understanding that there will be no claims whatsoever for reimbursement from Energy Trust.

### **Waiver of Claims**

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

## Energy Trust Rights Reserved

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

- Determine which 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 proposal.
- Select and negotiate and/or enter into agreements with respondent(s) who, in Energy Trust's sole judgment, are most responsive to the RFQ and whose 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.
- 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 and individual version of the UCI confidentiality agreement, which can both be found in **Appendix C**, for reference.

## APPENDIX A: REPRESENTATIONS AND SIGNATURE PAGE

I, the undersigned declare that;

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

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

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(please print)

## **APPENDIX B – DIVERSITY, EQUITY, AND INCLUSION EXPERIENCE**

### **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

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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: \_\_\_\_\_