

Energy Trust of Oregon

Request for Proposals:

Impact Evaluation of the 2018-2019 Production Efficiency Program

RFP Issued: **August 16, 2019**

Proposals Due: **September 6, 2019**

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Introduction

Energy Trust of Oregon is seeking proposals for a contractor to conduct an impact evaluation of its industrial and agricultural program, the Production Efficiency (PE) program. The PE program began in 2003. In 2018, the program provided incentives for over 1,200 projects, generating electric savings of just over 144.5 million kWh and gas savings of just over 2.6 million therms. By the end of 2019, the program is expected to generate electric savings of over 168 million kWh and gas savings of just over 1 million therms.¹ Please see **Appendix C** for details about program energy savings.

The PE program is comprised of three main program tracks: streamlined (prescriptive and calculated measures), custom, and strategic energy management (SEM). Eligible customers can participate in one or all three program tracks. See **Appendix B** for more information about these three program tracks.

Prior program impact and process evaluation reports can be found on Energy Trust's website: <http://energytrust.org/About/policy-and-reports/Reports.aspx>. The most recent impact evaluation of the PE program is still in process, and covers the 2016 and 2017 program years. Unfortunately, the final report for this project is not yet publicly available, however, draft documents and reports from this project will be made available to the selected evaluator.

Energy Trust decided to not evaluate the 2015 program year due to relatively high and stable realization rates over the past few years. However, the 2016-2017 impact evaluation includes one very large custom air abatement project from the 2015 program year, which saved 2,020,722 kWh and 1,693,997 therms²; the gas savings for this project represent 65% of 2015 program gas savings.

This impact evaluation will exclude mega-projects, which are projects comprising large amounts of savings and that receive total incentives above a certain threshold, as these are evaluated separately.

In **Appendix C**, we provide tables showing, for the 2018 program year, the number of sites, projects, and measures that participated by project track, measure type, and industry. For the purposes of this proposal, assume that the number of sites, projects, and measures by project track for the 2019 program year will be similar to the 2018 program year.

Energy Trust Background

Energy Trust is an independent nonprofit organization, selected and overseen by the Oregon Public Utility Commission, to lead Oregon ratepayers in benefiting from saving

¹ These represent working savings.

² These represent working savings.

energy and generating renewable energy. Our services, cash incentives, and solutions have helped participating customers of Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas and Avista save over \$1.3 billion on their energy bills. The cumulative impact of our leadership since 2002 has been a contributing factor in our region's low energy costs and in building a sustainable energy future. More information about Energy Trust's background, funding sources, strategic and action plans, policies and programs are available on our website at www.energytrust.org/about.

Research Objectives

Energy Trust performs process and impact evaluations on all of its programs on a regular basis. The goals of this impact evaluation are to:

- Develop reliable estimates of Production Efficiency gas and electric program savings for 2018 and 2019 to establish realization rates. This information will be used for program savings projections and budget developments, and will be incorporated into Energy Trust's annual program true-up of savings.
- Report observations and make recommendations to help Energy Trust improve the effectiveness of its estimates of energy savings.

Tasks

It is anticipated that the selected evaluator will be required to undertake the following major tasks and the submitted proposal should address these topics:

Task 1. Conduct Study Kick-off

The selected evaluator will meet with Energy Trust and program staff to present and discuss the proposed evaluation methodologies, data collection activities, analysis, report preparation, and other activities, as well as plan for coordination with Energy Trust staff and PDCs. The meeting will also be used to discuss measures and projects of particular interest to be called out in the evaluation.

Deliverables:

- Kick-off meeting

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

The Energy Trust Evaluation Project Manager will provide the selected evaluator with a dataset containing all of the measures and projects completed by customers in 2018.³

³ In late January 2020, once Energy Trust has closed out 2019 measures and projects, the Energy Trust Evaluation Project Manager will provide the selected evaluator with an updated dataset containing all of the measures and projects completed by customers in 2018 and 2019.

Based on discussion during the kick-off meeting, a work plan will be developed that will be the basis for all evaluation activities. The work plan will contain:

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

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

The selected evaluator will develop a sampling plan that is appropriate based on the proposed methodologies and based on project data provided by Energy Trust. Energy Trust expects that the selected evaluator will develop the sampling plan such that reliable, accurate, and significant estimates of 2018 and 2019 electric and gas savings by major track and measure can be obtained, as well as estimates of overall annual program gas and electric savings. Energy Trust is particularly interested in obtaining reliable and significant estimates of 2018 and 2019 electric and gas savings for the streamlined, custom, and SEM tracks. Note that Energy Trust is interested in obtaining reliable and significant estimates of 2018 and 2019 gas and electric savings for custom capital and custom O&M separately. Some measure categories, such as lighting and motors, have had stable realization rates over several years. It may be advantageous to use a smaller sample for these types of measures so that more resources can be devoted to analyzing measures with higher uncertainty. Once Energy Trust provides the selected evaluator with an updated dataset containing all of the measures and projects completed by customers in 2018 and 2019, the selected evaluator will update the work plan and sampling plan.

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

The selected evaluator will develop a customer recruitment plan that will detail how the selected evaluator will recruit customers to participate in the evaluation, which will require coordination between the selected evaluator, the Energy Trust Evaluation Project Manager, Energy Trust program staff, and PDC staff. The goal is to make the evaluation run efficiently, ensure convenience to participants, and preserve the relationship between participants and the program. Due to the close, continuous nature of relationships between the program and participants, care must be taken in requesting time and information from customers.

It is anticipated that PDC staff will work to make the initial contact with select participants as part of the recruitment process; whether or not a participant is contacted by a PDC will depend on the PDC's relationship with the participant and the type of

evaluation activities that the selected evaluator seeks to perform (which will be determined as part of Task 3). The selected evaluator must consider that industrial customers with complex projects often take much longer to arrange site visits with and fulfill data requests.

After the work plan has been finalized, the selected evaluator will select sites for the sample based on data provided by the Energy Trust Evaluation Project Manager. At this point, key staff from the selected evaluator will participate in a meeting with Energy Trust staff to discuss the sites in the sample. The goal of this meeting is to discuss data availability and provide background information about specific sites that may be helpful for the evaluation.

Deliverables:

- Draft and final work plan
- Draft and final list of sampled sites
- Meeting to review sites selected for sample
- Summary of sampling plan and sample selection in evaluation report

Task 3. Review Project Files and Develop Site- or Project-Specific Evaluation Plans

Once the work plan has been finalized, and the sample has been selected, the Energy Trust Evaluation Project Manager will gather and provide to the selected evaluator all of the relevant project files.

For SEM projects, the selected evaluator will need to review energy intensity models based on regression analysis, opportunity registers, and the final reports summarizing savings claimed. Note that 2018 and 2019 participants may have participated in first-year SEM (a yearlong engagement) or in continuous SEM (a multi-year engagement). For customers that participated in continuous SEM, the selected evaluator will likely need to review models, opportunity registers, and final reports from first-year SEM and/or prior years of continuous SEM.

For other projects, the selected evaluator will review the typical analysis files, verification reports, etc. that accompany custom and streamlined projects.

Energy Trust will make every effort to ensure that the project files are complete. However, the selected evaluator may need to work with Energy Trust staff, PDCs, ATACs⁴, and SEM coaches to gather the appropriate project documentation.

Site- or project-specific evaluation plans will be developed for SEM and custom projects. These evaluation plans will detail the level and type of information to be collected and the method of collection (e.g., interview, site visit inspection, collection

⁴ Note that the PE program utilized ATACs through the 2018 program year. Starting with the 2019 program year, the custom PDCs are completing all technical analysis studies.

from Energy Management System (EMS), data logging, etc.) as well as the proposed evaluation methods.

The selected evaluator will develop a template for site- or project-specific evaluation plans, which will be reviewed by Energy Trust staff. If revisions are needed, the selected evaluator will update the template accordingly.

For sites that completed SEM or custom projects, the selected evaluator will use the template described above to create site- or project-specific evaluation plans and will submit these plans to Energy Trust staff to review. If revisions are needed, the selected evaluator will update the plans accordingly.

Deliverables:

- Review project files
- Draft and final site- or project-specific evaluation plan template
- Draft and final site- or project-specific evaluation plans

Task 4. Develop Interview Guides

Using the non-SEM participant interview guide developed for the 2016-2017 PE impact evaluation as a starting point, the selected evaluator will develop a very short draft interview guide for non-SEM participants. These interviews are intended to gather information about changes in facility operation and key facility personnel since project completion, such as operating hours, production levels, production lines, and renovations. After review and input from the Energy Trust Evaluation Project Manager, the selected evaluator will finalize the guide.

Using the SEM participant interview guide developed for the 2016-2017 PE impact evaluation as a starting point, the selected evaluator will develop a draft interview guide for SEM participants. These interviews will focus on SEM implementation, actions taken and planned, capital upgrades completed and planned, engagement of the organization in SEM, how they are currently tracking their energy use and savings, where they are at with their goals, and persistence of savings from the O&M measures they implemented during their SEM engagement. They will also ask some of the same questions in the guides developed for non-SEM participants. To help guide this discussion, the selected evaluator will refer to the events, actions and capital projects recorded in the models, opportunity registers, final reports, and Energy Trust's project tracking database. After review and input from the Energy Trust Evaluation Project Manager, the selected evaluator will finalize the guide.

Deliverables:

- Draft and final interview guides

Task 5. Conduct Site Visits and Interviews

Once the list of sampled sites and site- or project-specific evaluation plans are finalized (Tasks 2 and 3), the selected evaluator will work with Energy Trust and PDC staff on

customer recruitment, according to the customer recruitment plan developed in Task 2. The selected evaluator will then recruit the sampled program participants and perform primary data collection in the form of site visits and/or interviews. The selected evaluator will collect data in accordance with the site- or project-specific evaluation plans. Not every site in the sample will require a site visit; only sites with verifiable and measurable actions, large reported energy savings, or extensive capital measures will be flagged for a site visit (this will be assessed as part of Task 3). For other sites in the sample, an interview or provision of key operational data may suffice. The site visits will be coordinated to minimize disruption to site personnel.

Energy Trust expects that the selected evaluator will utilize site visits to develop estimates of program, track, and measure-level electric and gas savings. Site assessments should include (at a minimum): physical inspection of the installed equipment, gathering of relevant building characteristics, and gathering of operations data. The use of short-term end use metering, collection and analysis of EMS data and energy simulations are also anticipated for a select set of measures. The selected evaluator may also utilize utility billing data provided by Energy Trust⁵ for specific, site-verified meters to supplement data collected on-site. Energy Trust is particularly interested in documenting any post-installation changes in operating parameters and associated assumptions and the consequent changes in energy savings estimates for individual projects (e.g., changes in operating hours, different number of shifts, changes in production levels, closures). In addition, Energy Trust is interested in capturing when those changes occurred.

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

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

The selected evaluator will conduct interviews with participants using the interview guides developed as part of Task 4. Note that the interviews may be performed as part of site visits but, if necessary, additional interviews will be performed.

⁵ The selected evaluator will be required to sign Energy Trust's Utility Customer Information non-disclosure agreements (see **Appendix D**) to gain access to customers' energy usage data.

Proposals should specify an estimated number of site visits that the budget can accommodate, along with an estimated number of projects using an alternative data collection method.

Deliverables:

- Summary of findings from site visits and interviews in evaluation report
- Summary of site visit and interview findings for each project or site in a confidential appendix to be provided to Energy Trust

Task 6. Impact Analysis

The selected evaluator will analyze the data collected in Task 5 to develop, for each year:

- Estimates of total program electric and gas savings, and savings by track and measure, and,
- Estimates of program, track, and measure electric and gas realization rates.

Beyond reliable program, track, and measure savings estimates, Energy Trust is interested in observations and recommendations to help it more effectively forecast project energy savings, better evaluate Production Efficiency projects, and document the implementation status of recommendations made in previous evaluations.

Specifically, Energy Trust is interested in having the selected evaluator answer the following questions:

- Are there any aspects of the energy savings analyses by Program Delivery Contractors (PDCs), trade allies, Allied Technical Assistance Contractors⁶ (ATACs), or SEM coaches that may be of concern to Energy Trust?
- Are there obvious errors in any of the assumptions used in energy savings analyses, either in the original savings estimates or in verification of energy savings?
- What are the factors that result in large variances in measure savings (assumptions too conservative, incorrect hours of operation etc.)?
- Were recommendations made in previous impact evaluations implemented, and if so, how have these changes affected the program?
- Do you have any recommendations regarding energy savings analysis approaches and assumptions, or customer behavior or decision-making that would be helpful to Energy Trust in designing, implementing, and evaluating its programs in future?

⁶ Note that the PE program utilized ATACs through the 2018 program year. Starting with the 2019 program year, the custom PDCs are completing all technical analysis studies.

- Are there economic or other trends that are impacting the program's ability to forecast and estimate savings?

Deliverables:

- Summary of impact analysis, findings, and recommendations in impact evaluation report

Task 7. Reporting

The selected evaluator will present the results to Energy Trust staff in-person. This presentation will be held prior to submittal of a draft report so that feedback from discussion with Energy Trust staff may be incorporated into the report.

The selected evaluator will provide the Energy Trust Evaluation Project Manager with a draft impact evaluation report. This draft will be reviewed and commented on by Energy Trust and other parties deemed appropriate by Energy Trust. Based upon these comments, the selected evaluator shall make revisions and deliver to Energy Trust a final version of the report.

For custom and SEM projects, site- or project-specific reports will be created that include a description of the project, evaluation methods, and site-specific evaluated savings and realization rates. Draft reports will be reviewed and commented on by Energy Trust staff. Based on these comments, the selected evaluator shall make revisions and deliver to Energy Trust final versions of these site- or project-specific reports. The final versions of the site- or project-specific reports shall be collated into a confidential appendix to the impact evaluation report.

Achieving an acceptable final report may take more than one iteration between the selected evaluator and Energy Trust. Where applicable, data, phone conversations, non-confidential sources, publications, and other media used in the report must be referenced and cited. It is anticipated that any respondents or sources can be promised confidentiality in terms of attribution of responses. Findings and conclusions shall be based on the information collected by the selected evaluator and referenced in the 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. All reports must include, at a minimum, executive summary, methodologies, findings, and recommendations sections.

The selected evaluator will be required to submit monthly status reports presenting (1) a summary of accomplishments during the previous month, (2) current month's activities/plans; (3) variances in schedule and budget, including any necessary explanations; and if applicable, (4) issues or concerns to be addressed with proposed solutions. These reports are due by the 10th of every month and must accompany the invoice, starting with the first month after the final work plan has been delivered. The selected evaluator will participate in twice monthly calls with the Energy Trust Evaluation Project Manager, and be in regular and frequent contact to address issues as needed and provide project updates.

Deliverables:

- In-person meeting with Energy Trust staff to discuss impact evaluation results
- Draft and final impact evaluation report
- Draft and final site- or project- specific reports, collated into a confidential appendix to the impact evaluation report
- Monthly status reports and invoices
- Twice monthly phone calls with Energy Trust Evaluation Project Manager

Schedule

Before Energy Trust provides the selected evaluator with an updated dataset containing all of the measures and projects completed by customers in 2018 and 2019, the selected evaluator is expected to conduct the study kick-off (task 1) and, using data provided for 2018, review the program database and develop work and sampling plans (task 2). In addition, the selected evaluator is expected to review project files and develop site- or project-specific evaluation plans for 2018 projects. Finally, the selected evaluator is expected to develop interview guides (task 4).

It is anticipated that the draft report would be delivered to Energy Trust by **May 1, 2020**. The selected evaluator will receive comments and edits to the draft report from Energy Trust staff and other parties deemed appropriate by Energy Trust, and a final report is expected two weeks after the selected evaluator has received these comments and edits.

The selected evaluator will be required to provide a monthly status report to Energy Trust on the 10th of every month.

Budget

It is anticipated that the budget for the scope as described in this RFP will be in the neighborhood of \$540,000; however, Energy Trust reserves the right to revise budget assumptions at any time. Final budget determination will be documented in the resulting contract between the selected respondent and Energy Trust as described below.

Proposal Requirements

Respondent's proposal must contain:

1. Proposal Information

- 1) A description of the firm's qualifications to conduct this impact evaluation of an industrial energy efficiency program, including qualifications to evaluate strategic energy management projects specifically.
- 2) A project proposal, not to exceed 15 pages, including proposed approach to the specific tasks identified in the "Tasks" section above as well as the firm's proposed approach to the evaluation overall and a management plan.

Respondents should specify how they will deal with only having a dataset containing all of the measures and projects completed by customers in 2018 when the project starts, and receiving a dataset containing all of the measures and projects completed by customers in 2019 in late January 2020.

- 3) Proposed schedule of deliverables. This should include a kickoff meeting scheduled within two weeks of awarding the contract and a provision for a “final” statement of work, if warranted by the kickoff meeting.
- 4) A detailed budget broken out by task and by individual. Key individuals should be identified by name, with billing rates for each. Please use the budget template (below).
- 5) Resumes of key staff and subcontractor team members who will be executing the work scope.

Please note that the 15-page limit for the project proposal referenced in (2) above does not include the firm's experience, qualifications and references; schedule of deliverables; detailed budget; and the experience of proposed staff.

Budget Template

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

2. Conflict of Interest Disclosure

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

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

3. Representations and Signatures Page

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

Proposal Selection Criteria

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

- Project proposal, including proposed approach to specific evaluation tasks and the evaluation overall
- Experience of proposed staff (including key staff from all subcontractors that will be involved in the evaluation) and management plan
- Experience of firm (including all subcontractors that will be involved in the evaluation)
- Proposed budget and schedule of deliverables

Schedule & Administration of Proposal Selection Process

RFP Schedule

- | | |
|----------------------------|--------------------------------------------------|
| • August 16, 2019 | RFP issued |
| • August 23, 2019 | Mandatory Statement of Intent to Bid due |
| • August 23, 2019 | Questions/request for additional information due |
| • August 26, 2019 | Response to questions sent no later than |
| • September 6, 2019 | Proposals due |

Requests for Additional Information and Proposal Submission

Any questions and/or requests for clarification or additional information regarding this RFP, as well as stating intent to bid on the project, must be submitted via email to the contact named below by **August 23, 2019**. Energy Trust cannot accommodate individual phone, mail, or fax inquiries about the RFP. The Mandatory Statement of Intent to Bid, as well as all questions and requests for clarification or additional information must be submitted via email.

In order to proceed to submit a proposal in response to this RFP, respondents must submit a Mandatory Statement of Intent to Bid in accordance with the RFP Schedule above. The Mandatory Statement of Intent to Bid is a prerequisite to submitting a full RFP proposal, but submitting such a statement of intent to bid does not obligate a respondent to submit a proposal. Only electronically submitted proposals (in PDF form) will be accepted; faxed or print proposals will not. A signed letter of transmittal (cover letter) is required, but can be scanned and submitted along with the proposal. All proposals must be received by 5pm PST on **September 6, 2019**. Energy Trust will not be obligated to consider information received outside this time interval for the purposes of this RFP. Please submit proposal to:

Erika Kociolek
Evaluation Sr. Project Manager
Energy Trust of Oregon

Phone: 503.445.0578

Email: erika.kociolek@energytrust.org

Revisions to RFP

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

Withdrawal and Modification of Proposals

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

Proposal Evaluation and Notification for Negotiations

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

RFP GOVERNING PROVISIONS

All submitted proposals are subject to the following additional provisions.

Right to Accept or Reject Proposals, Multiple Awards

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

Confidentiality

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

Ownership and Return of Proposals

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

No Verbal Addendums

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

Proposal Costs

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

Waiver of Claims

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

Energy Trust Rights Reserved

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

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

Resulting Contract

The selected respondent will be required to execute a written contract, including a detailed statement of work, 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, and prolonged contract negotiations will not be undertaken. In general, Energy Trust strongly prefers contracts that are consistent with Energy Trust's standard terms and conditions; negotiations for such contracts can generally be completed quickly. In some cases, a few terms and conditions may need to be substituted or waived, in accordance with contract negotiations. Any party involved in these contract discussions can terminate negotiations at any time and for any reason. If it appears that contract negotiations are not proceeding in a timely manner, Energy Trust may opt to terminate the discussions and select another respondent.

APPENDIX A – REPRESENTATIONS AND SIGNATURE PAGE

I, the undersigned declare that;

1. I am an authorized agent of the respondent and have authority to submit this proposal on behalf of the respondent.
2. The information provided in this proposal is true and correct to the best of my knowledge.
3. I have read this Request for Proposals in its entirety and agree unconditionally to all of its conditions and requirements.
4. The respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal.
5. The respondent has not solicited or induced any other person, firm, or corporation to refrain from proposing.
6. The respondent has not sought by collusion to obtain for itself any advantage over any other respondent or Energy Trust.
7. The respondent's proposal is genuine; not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with an agreement of rules of any group, association, organization, or corporation.
8. I understand and accept that the approval or rejection of respondent's request is within the sole discretion of Energy Trust and that there is no legal commitment until all due diligence has been performed and a properly authorized contract has been duly and properly executed.
9. I authorize the representatives of Energy Trust to investigate the business and personal 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 – SUMMARY OF PE PROGRAM TRACKS

The **Streamlined Tracks** focus on simpler, more common equipment measures, typically installed through Energy Trust trade allies and other vendors. The Streamlined Tracks are delivered by specialized PDCs who focus on trade ally outreach and training, project verification and delivery of savings from streamlined measures, and new measure and tool development. The trade ally delivery channel leverages long-term vendor relationships as a primary influence on customer decision-making. The lighting Trade Ally Network delivers all types of lighting projects at industrial sites. The Streamlined Industrial and Agricultural Initiative, SI, delivers savings from irrigation measures, small compressed air, variable frequency drives and other prescriptive and calculated measures.

The **Custom Track** allows for a comprehensive approach to gas and electric process efficiency projects, retrofits and operations and maintenance, O&M. Custom Program Delivery Contractor industrial efficiency experts act as long-term energy efficiency account managers for industrial customers of all sizes and types in their assigned geographic territory. These PDCs provide turnkey support to participants in their assigned geographic territories, helping participants identify specific efficiency opportunities and facilitating their ongoing participation in Energy Trust programs. They achieve savings goals through developing and delivering custom projects. In 2018, Allied Technical Assistance Contractors, ATACs, provided analysis for custom projects to support customer and program investment decisions; in 2019, this responsibility shifted to the custom PDCs.

Strategic Energy Management, SEM, provides training, tools and the technical support of SEM coaches to enable customers to save energy by establishing or improving energy management practices in the workplace. SEM offerings aim to secure and deepen customer commitment to energy management and improve their capability to drive persistent, measureable improvements in the energy intensity of their operations. Customers complete first-year SEM, and are then eligible to participate in continuous SEM.

APPENDIX C – ENGINEERING ESTIMATES OF PRODUCTION EFFICIENCY PROGRAM ENERGY SAVINGS⁷

The tables below summarize the number of sites, projects, and measures that participated by project track and measure type in 2018. The tables below exclude electric savings achieved through NEEA, as well as mega-projects.

Table 1. Sites, Projects, Measures, and Savings by Track, 2018

Track	Specific Track	Sites	Projects	Measures	kWh Savings	Therm Savings
Custom	Custom Capital	102	116	161	43,277,676	1,230,131
	Custom O&M	31	33	46	7,544,950	263,126
Streamlined Industrial	Green Rewind	21	32	33	92,496	-
	Lighting	380	480	1,687	61,331,858	-
	Prescriptive	306	369	828	7,153,486	987,712
	Small Industrial	189	207	207	11,407,727	10,950
SEM	SEM	35	35	35	13,712,221	142,613
Total		950	1,269	2,997	144,520,414	2,634,532

Table 2. Sites, Projects, Measures, and Savings by Measure Type, 2018

Measure Type	Sites	Projects	Measures	kWh Savings	Therm Savings
Battery charger	26	29	141	533,544	-
Ceiling insulation	31	32	33	335,463	120,033
Compressed air	20	20	24	245,269	-
Cooling tower	3	3	3	209,508	-
Custom HVAC	14	14	16	4,337,704	-
Custom Operations & Maintenance	66	68	81	21,257,171	405,739
Custom aerator	2	2	2	709,179	-
Custom battery charger	1	1	1	667,572	-
Custom boiler	3	3	3	-	24,382
Custom chiller	4	4	4	1,171,918	-
Custom compressed air	62	62	64	7,079,687	-
Custom controls	14	14	15	5,785,375	234,024
Custom de-lamping	18	18	18	51,027	-
Custom fan	20	20	21	2,353,458	-
Custom filter	2	2	2	133,345	-
Custom fume collector	1	1	1	-	876,809
Custom heat recovery	6	6	7	489,396	43,887

⁷ These are working, first year savings. Please note that numbers may differ from official Energy Trust estimates of program savings and activity.

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Measure Type	Sites	Projects	Measures	kWh Savings	Therm Savings
Custom humidifier	3	3	3	178,172	-
Custom insulation	3	3	3	179,833	122
Custom lighting	91	103	140	17,269,619	-
Custom lighting control	19	21	23	1,070,322	-
Custom motor	2	2	2	48,474	-
Custom other measure	2	2	2	431,366	-
Custom piping	7	7	8	5,809,477	41,130
Custom primary process	4	4	5	381,740	3,948
Custom process	6	6	6	2,345,447	5,829
Custom pump	107	111	122	6,508,400	-
Custom refrigeration	40	51	59	8,250,539	-
Custom scrubber	1	2	2	6,514,474	-
Custom secondary process	7	7	8	73,888	78
Custom transformer	1	1	1	6,396	-
Custom waste water	3	3	3	541,606	-
Custom welder	27	32	54	211,560	-
Dishwasher	2	2	2	14,738	-
Food equipment	12	12	13	13,798	6,516
Gas unit heater	1	1	2	-	231
Greenhouse	16	21	27	-	207,246
Heat pump	1	1	2	3,087	-
Icemaker	3	3	3	2,428	-
Irrigation	166	198	420	5,790,150	-
Lighting	353	444	1,237	40,820,919	-
Lighting controls	132	145	272	2,401,277	-
Motors	21	32	33	92,496	-
Other Production Efficiency	2	2	2	18,056	-
Other insulation	1	1	1	7,167	-
Pipe insulation	4	4	5	-	105,784
Radiant heating	7	8	8	18,723	31,687
Steam traps	4	6	72	-	515,662
Study	1	1	1	1	-
Tanked water heater	1	1	1	-	273
Transmission and distribution	1	1	1	28,924	-
Vacuum pump	1	1	1	24,094	-
Wall insulation	16	17	17	103,629	11,153
Total	950	1,269	2,997	144,520,414	2,634,532

APPENDIX D – ENERGY TRUST’S UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENTS FOR CONTRACTORS

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT (Contractor Version)

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

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

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

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

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

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

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

ON BEHALF OF CONTRACTOR:

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

PRINT NAME AND TITLE: _____

DATE _____ PHONE: _____ EMAIL: _____

UTILITY CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT (Individual Version)

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

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

I understand, acknowledge and agree that:

- 1. Definition of Confidential Information.** Utilities provide Energy Trust with information about their energy customers pursuant to rules of the Oregon Public Utility Commission. Energy Trust and its contractors also acquire information directly from individuals and firms that participate in Energy Trust programs. Insofar as information from either source refers to utility customers or program participants by name, address, meter number, or other individually identifiable characteristics, it is "Confidential Information" and governed by the terms of this Individual Confidentiality and Nondisclosure Agreement. Confidential Information does not have to be in writing nor does it have to be labeled as "confidential" or "proprietary" or otherwise in order to be considered as Confidential Information.
- 2. Obligation of Nondisclosure.** I will use all of Energy Trust's Confidential Information solely for the purpose of performing the services Energy Trust has retained me to perform. I will not disclose any Confidential Information, directly or indirectly, under any circumstances or by any means, to any person who does not meet the criteria described in the "Permitted Disclosure" paragraph, below.
- 3. Permitted Disclosure.** Confidential Information may be disclosed only to (1) a party bound by a confidentiality and nondisclosure agreement with Energy Trust; (2) on a "need to know" basis; (3) who are authorized by Energy Trust's Legal Department. Persons satisfying these criteria are known as "authorized persons". If I disclose any Confidential Information to an authorized person, I understand, acknowledge and agree that it will be my sole responsibility to (1) clearly direct such person to treat such information as confidential in accordance with the person's confidentiality agreement with Energy Trust, (2) document the disclosure in a writing that identifies the information disclosed and the person to whom it was disclosed, and (3) provide such writing to Energy Trust's Legal Department.
- 4. Protection and Nonuse.** I will exercise the highest degree of care in safeguarding and protecting the Confidential Information against loss, theft, or other inadvertent disclosure and will take all reasonable precautions to protect the confidentiality of Confidential Information. I will not copy, transmit, reproduce, summarize, quote or make any commercial or other use whatsoever of the Confidential Information, except as may be necessary to perform the services for Energy Trust.
- 5. Retention of Records.** If I am an employee of Energy Trust, I will maintain the Confidential Information in a manner consistent with Energy Trust's document retention requirements. If I am an Energy Trust contractor or employee of an Energy Trust contractor, I will ensure that I

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

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

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

Print Name: _____

Signature: _____

Name of Employer: _____

Date: _____

Phone Number: _____

Email: _____