



Request for Consultant  
Proposals

**NEEP Strategic Electrification Assessment**

Issued by Northeast Energy Efficiency Partnerships, Inc.:  
**2/13/17**

Questions Due:  
**2/17/17**

Proposals Due:  
**3/3/17**



## NEEP Background

NEEP was founded in 1996 as a non-profit accelerating energy efficiency in the Northeast and Mid-Atlantic states. Today, it is one of six Regional Energy Efficiency Organizations (REEOs) funded, in part, by US Department of Energy to support state efficiency policies and programs. Our **mission** is to accelerate energy efficiency as an essential part of demand-side solutions that enable a sustainable regional energy system. Our **vision** is that the region embraces next generation energy efficiency as a core strategy to meet energy needs in a carbon-constrained world. Our long-term shared **goal** is to assist the Northeast and Mid-Atlantic region in reducing carbon emissions 80% by 2050, relative to 2001. Our **approach** is to facilitate collaboration, education, and enterprise in order to overcome barriers and transform markets.

Stakeholders familiar with NEEP's work to accelerate and transform markets for energy efficiency in the region may recognize strategic electrification as a logical progression of our mission which has evolved reflexive to policymakers' commitments to an energy efficient low-carbon future.

## Project Background

A number of states and communities in the Northeast have adopted an 80% reduction in carbon emissions by the year 2050 as a goal to reduce the impacts of climate change. At the first level of analysis, 80% carbon reduction has been shown to be both possible and economic, with the caveat that we need to begin implementation soon and take advantage of cycles of new construction, renovation, and the purchasing of large manufactured goods such as cars and appliances.

The broad strategies of how to achieve 80% carbon reduction are remarkably simple to articulate:

1. Improve the efficiency of energy use dramatically.
2. Decarbonize the electric grid through the use of renewable power for generation.
3. Move as many end uses as possible to electricity. Use lower carbon fuels for remaining needs.

While progress has been uneven and even challenging in starting on these three broad strategies, there has been solid initial progress and pathways forward developed for two of the three strategies in recent years. It is the "Move as many end uses as possible to electricity" in a cost-effective manner—an endeavor some have termed strategic electrification—that may be the most disruptive and poorly understood strategy at this time.

Several state energy plans already suggest strategic electrification of end uses in the heating and transportation sector as a prerequisite to this low carbon future. Some thought leaders in our region have even begun to examine the impacts of such a strategy on a sector-by-sector basis. Yet, an integrated regional analysis of these developments, and assessment of their future obstacles, opportunities, and impacts across energy systems remain elusive.

During early 2017, NEEP convened an [Advisory Committee](#) composed of state officials, business leaders, non-governmental organizations, and utility stakeholders to inform [preliminary research](#) and develop a scope of work to be performed by an expert consultant on behalf of NEEP.

After approval of a preliminary work plan, the consultant will have approximately two months to develop draft report for internal review by NEEP's Strategic Electrification Advisory Committee. Following Advisory Committee review of a draft report, NEEP will hold a regional summit in late June with a wider audience to discuss preliminary findings, provide inputs for report finalization, and inform development of a regional action plan.



## **Project Objectives:**

1. Define strategic electrification and discuss the opportunity, costs, and benefits available under a strategic electrification framework for the Northeast region (i.e., New England and New York) as a strategy to achieve state and regional carbon emission reduction goals through 2050.
2. Summarize current data and relevant policies or actions that address electrification in leading jurisdictions.
3. Create a better understanding of the magnitude, timing and scope of the change to electrification both for the electrical system and the economy in the Northeast as a carbon reduction strategy.
4. Identify potential participant as well as non-participant (i.e., system-level) consumer costs and benefits of strategic electrification
5. Set the stage for the development of an action plan for strategic electrification in the Northeast as a cost-effective strategy to help achieve state and regional carbon reduction goals.

## **Services to Be Performed**

After approval of a preliminary work plan, the chosen consultant will have approximately two months to develop a draft report for internal review by NEEP's Strategic Electrification Advisory Committee. After the preliminary findings have been presented to a broader audience at the Strategic Electrification Summit, the consultant will then incorporate any further findings and finalize the report for publication.

The draft report and any associated proposals should consider the key research questions listed below, and provide an indication of what approach will be taken to satisfy each sub-task in the Strategic Electrification Report Scope of Work.

## **Key Research Questions:**

1. Which measures should be considered for electrification in the Northeast and at what scale to meet state and regional carbon emission reduction goals?
2. What are the major barriers that restrict such electrification?
3. What are the key policies and strategies that can advance strategic electrification in the Northeast?
4. What are the expected economic and environmental costs and benefits of regional-scale electrification to meet carbon emission reduction goals?
5. What are the key impacts and issues of such strategic electrification from a consumer perspective?
6. What are possible strategies to maximize net benefits for consumers, support economic growth and enhance resilience in the Northeast as part of strategic electrification?
7. What near-term policy, programmatic and other actions are needed in the next five, ten and fifteen years to accelerate the benefits of strategic electrification in the Northeast?



## **Strategic Electrification Report Scope of Work:**

1. Characterize and summarize the current status of the direct use of fossil fuels by fuel type in New England and New York, by state and for the region as a whole, from available information. Summarize by sector, major end use, any critical sub-market breakouts, and total consumption and associated carbon emissions, not including fossil fuels used to generate electricity.
2. Summarize existing legislative actions and policies, both state and local, which specifically address electrification or fuel switching in the Northeast. Summarize leading public and utility programs as well as private sector actions specific to electrification.
3. Create an annotated bibliography of major research or reports most relevant to electrification activities.
4. Describe the scale of work needed for electrification by end-use sector (i.e., buildings, transportation, and industrial) and major subsector both in energy terms and economic terms (e.g. number of houses and vehicles, cost of actions). Provide an estimate of scaling to meet state and regional carbon reduction goals through 2050.
5. Describe the technologies and practices needed to provide the electrification transition, including estimates of the economic activity levels and benefits. This discussion should include:
  - a. Describe relevant new stock development or turnover as well as areas where retrofit activities will be required.
  - b. Describe areas where improved efficiency is (or can be) embedded in the electrification technologies, and areas where focused effort on building or system efficiency is needed to reduce energy requirements to maximize net economic benefits as well as carbon emission reduction.
  - c. Describe the potential impacts of electrification on public buildings and infrastructure.
  - d. Describe areas where fossil fuel use will be most difficult to electrify. Describe options for lower carbon fuels for those uses.
6. Generally describe major potential implications for the future of the electric grid
7. Describe policy actions and programmatic activities that can reduce or eliminate existing policy, technical and other barriers to accelerate the benefits of strategic electrification. This discussion should be general for the Northeast region rather than state specific.
8. Describe the key impacts and issues of strategic electrification from a consumer perspective and possible mechanisms to maximize net benefits and carbon emission reductions as well as minimize potential negative consumer impacts.
9. Describe areas of electrification policy, program development and research that should be started over the next five, ten and fifteen years to provide a smoother and least cost transition to electrification to meet state and regional carbon emission reduction goals through 2050.
10. In completing the above-detailed scope of work, please be prepared to detail all methodologies, inputs, and assumptions utilized to arrive at quantitative values in an appendix to the report.



## Submittal Information

### Contact and Communications

All communications between bidders and NEEP are to be directed to:

Laura De Angelo, Grants and Contracts Manager, LDeAngelo@NEEP.org, 781-860-9177, ext. 124

### Bidders' Questions & Responses

Bidders may submit questions on this RFP via e-mail. NEEP will also hold an informational Webinar for potential bidders on **February 15, 2017**. Potential bidders can register for the webinar here: <https://attendee.gotowebinar.com/register/952321486283153153>

All questions submitted prior to **February 17, 2017** will be answered to the best of our ability.

### RFP Submittal Deadline & Format

Bidders are required to submit their proposal by **March 3, 2017** via e-mail to: Laura De Angelo, Grants and Contracts Manager, LDeAngelo@NEEP.org, 781-860-9177, ext. 124

- The proposals should be submitted in both Microsoft Word and PDF format.
- A confirmation of receipt will be sent to those who submit proposals on time.
- Late submittals will be rejected.
- Bidders are not required to submit print copies of their proposals.
- The transmittal letter contained in the proposal package must have an electronic signature and must be signed by a person who is authorized to bind the proposing firm.

NEEP reserves the right to reject as non-responsive any proposals that do not contain the information requested in this RFP. NEEP is not liable for any costs incurred by any person or firm responding to this RFP or participating in any preliminary or final interviews.

### Milestone Schedule

To allow adequate time for proposal submission and evaluation, the schedule below will be followed:

<b>RFP Issued</b>	February 13, 2017
<b>Informational Webinar</b>	February 15, 2017
<b>Bidders' Questions Due</b>	February 17, 2017
<b>Response to Bidders' Questions</b>	February 20, 2017
<b>Proposals Due</b>	March 3, 2017
<b>Finalist Interviews</b>	March 6-10
<b>Award Notification</b>	March 13, 2017
<b>Respondent Work Plan Due</b>	March 27, 2017
<b>Preliminary Draft Report Due</b>	May 22, 2017
<b>Report Findings Presented at Summit</b>	June 29, 2017
<b>Final Draft Report Due</b>	July 14, 2017



### **Project Budget**

Acceptable proposals will include a project budget of \$90,000 or less.

### **Minimum Qualifications**

A single firm or a team of firms under a single primary contractor may submit bids. Key staff members must have demonstrated expertise in policy and technical analysis relating to energy usage and systems. Changes in proposed key staff members may not be made during the execution of the work without written approval of NEEP.

### **Modifications to the RFP**

NEEP may modify the RFP prior to the proposal submission deadline by the issuance of an addendum to all parties who have submitted a notice of intent to bid by the required date.

### **Post Proposal Negotiation and Awarding of Contracts**

NEEP reserves the right to negotiate both price and non-price factors during any post-proposal negotiations with a finalist. NEEP has no obligation to enter into an agreement with any respondent to this RFP and may terminate or modify this RFP at any time without liability or obligation to any respondent.

### **Acceptance of Terms and Conditions**

The submission of a proposal to NEEP shall constitute a bidder's acknowledgement and acceptance of the terms, conditions, and requirements outlined in this RFP.

NEEP will utilize its standard Consulting Agreement (Appendix A) to contract for the services outlined in this RFP. A list of exceptions to the terms and conditions outlined in the Consulting Agreement should be returned with bidder's response.

All proposals submitted to NEEP pursuant to this RFP shall become the exclusive property of NEEP and may be used for any reasonable purpose by NEEP.

### **Response Guidelines and Requirements**

Proposals should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of this RFP. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal. Proposals not submitted as indicated may be rejected.

NEEP is looking for proposals demonstrating creativity, expertise, and experience in how bidders approach the work scope – not necessarily a detailed final approach. Once the consultant is selected, an initial task will be to review the scope and deliverables with NEEP and finalize a Scope of Services.

Bidders are requested to provide a concise yet complete description of the bidder's approach and capabilities for satisfying the required services outlined in this RFP. Excessive length is discouraged. In addition, bidders are encouraged to proactively present additional information and responses, not



specifically requested, that help demonstrate understanding of this project's objectives and needs as well as bidder's creativity, experience, and/or expertise.

**Proposals must include the following:**

- Proposal Cover
- Signed Cover/Transmittal Letter
- Table of Contents
- Executive Summary
- Work Scope and Schedule (not to exceed ten (10) pages)
- Staffing and Subcontracting Plan
- Qualifications and Experience (not to exceed ten (10) pages)
- Budget and Billing Rates
- Consultant staff availability for finalist interviews the week of March 6-10
- Exceptions to Contract Terms (if needed)
- Conflicts of Interest (if needed)
- Appendix A – Resumes of Key Staff
- Appendix B – Provide a hyperlink and brief summary of one (1) published work of the consultant related to this project's scope of work

The proposal cover must indicate the RFP name, the proposal date, bidder's name, and list of subcontractors. The transmittal letter must also state that the person signing the letter is authorized to commit the bidding organization to the proposed work scope, budget, and rates; that the information in the proposal is accurate; and that the proposal is valid for 90 days from the date of submittal.



## Evaluation of Proposals

NEEP will base their evaluation of proposals on a scoring matrix below. As noted above, the qualifications of key staff assigned to lead this project and the amount of time they commit to the project will be weighed heavily.

<b>RFP Evaluation Criteria/Scoring Matrix</b>
<b>Part A: General Approach</b>
Proposal quality – comprehension and clarity regarding meeting project objectives and quality of proposed approach for meeting those objectives
Thoroughness and practicality of approach
Creativity of approach
<b>Part B: Management Approach</b>
Dedicated resources
Demonstrated management competence of key staff
Approach to use and management of subcontractors (if applicable)
<b>Part C: Qualifications and Experience</b>
Demonstrated competence and experience of key staff and firm(s)
References
<b>Part D: Cost</b>
Total costs
Billing rates and direct costs/subcontractor mark-up rates (if any)





## Appendix A: NEEP Consulting Agreement

- 1. Scope of Services and Work / Special Terms & Conditions**

Contractor shall, at the direction of NEEP, perform the services outlined in Attachment A, Scope of Services and Budget.
- 2. Independent Consultant**

Contractor shall at all times be deemed to be an independent consultant. Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between NEEP and Contractor.
- 3. Term**

The period of performance shall begin on the date of this Agreement as set forth above and continue as outlined in Attachment A.
- 4. Compensation and Payment**

**IF TIME & MATERIAL CONTRACT:**  
Services performed by Contractor will be billed on a time and expenses basis as set forth in the estimated budget in Attachment A. Total billings shall not exceed XXXXX without prior authorization of NEEP and amendment to this Agreement. Following guidelines set forth in Attachment B, Payment and Invoicing Guidelines. Contractor shall submit invoices indicating hours spent, tasks performed, and expenses incurred in connection with tasks set forth in Attachment A.

**IF FIXED PRICE CONTRACT:**  
Services performed by Contractor will be billed for completion of deliverables, as outlined in Attachment A and consistent with the process outlined in Attachment B, Payment and Invoicing Guidelines. Total billings shall not exceed the budget, as outlined in Attachment A, without prior authorization of NEEP and amendment to this Agreement through a change order process.
- 5. Indemnification**

Contractor shall indemnify and hold NEEP harmless against all loss and expense resulting in any way from any negligent act or omission on the part of Contractor or resulting directly or indirectly from Contractor's negligent performance under this Agreement, except to the extent that any such loss or expense is due to the negligence of NEEP.
- 6. Insurance Requirements**

Contractor shall provide a current Certificate of Insurance ("COI") to NEEP when signing this contract and maintain all insurances in force throughout the term of this Agreement. All insurance coverage shall be provided by insurance companies acceptable to NEEP and having ratings of A- or better as rated by Best's Key Rating Insurance Guide. Minimum insurance coverage is outlined in Attachment C: Insurance Requirements.
- 7. Termination**
  - a) This Agreement shall terminate upon completion of all services that Contractor has agreed to perform pursuant to Paragraph 1 above.
  - b) NEEP, by written notice, may terminate the Contract for any reason, with or without cause,



- in whole or in part, at any time. In the event of termination of the Agreement without cause, NEEP will make an equitable termination payment to Contractor based upon the percent of Work completed, which payment shall in no event exceed the estimated budget as set forth in Attachment A. NEEP shall have the right to terminate the Agreement for cause in the event the Contractor is responsible for repeated, persistent or substantial violations of the Agreement, fails to perform, or becomes unable to perform its obligations under this Agreement or fails to provide adequate assurances if requested in writing that it will perform its obligations under the Agreement.
- c) The Contractor may terminate this Agreement upon 30 days' notice to NEEP.

**8. Assignment**

Neither party may assign its obligations or rights under this Agreement without the written consent of the other party.

**9. Subcontracts**

Contractor may use subcontractors to perform services required hereunder, but may not charge to NEEP a rate higher than that in Attachment A for specific tasks.

**10. Proprietary Rights**

Upon payment to Contractor for the services outlined in Attachment A, all such Work shall be deemed to be Work made for hire and made in the course of the Services rendered hereunder, and all right, title, and interest in and to the Work, including intellectual property rights therein or thereto, shall vest solely in NEEP, and Contractor shall have no right, title, or interest in or to such Work. To the extent that title to any such Work may not, by operation of law, vest in NEEP or such Work may not be considered Work made for hire, all rights, title and interest herein, including all intellectual property rights therein or thereto, are hereby irrevocably assigned to NEEP. All such Work shall belong exclusively to NEEP, subject to the rights of any utilities or project sponsor which may have funded such Work, with NEEP having the right to obtain and to hold in its own name, patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewal thereof.

The paragraph immediately above shall not apply to Contractor Property. The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor or its suppliers and any trade secrets, know-how, methodologies and processes related to Contractor's products or services, all of which shall remain the sole and exclusive property of Contractor or its suppliers. Subject to payment in full and to the terms of this Agreement, Contractor grants to NEEP a non-exclusive, non-transferable, irrevocable license to use the



Contractor Property contained in the deliverables provided hereunder for NEEP's internal business purposes only.

**11. Non-Disclosure**

All work shall be held strictly confidential according to the guidelines set forth in Attachment D.

**12. Access to Books and Records**

NEEP, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

**13. Governing Law**

Any actions arising out of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and shall be brought in a state or federal court within the Commonwealth, which shall have exclusive jurisdiction thereof.

**14. Notices**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested, or sent by recognized overnight courier service as follows:

If to Contractor:           XXXXX  
  XXXXX  
  XXXXX  
  XXXXX  
  XXXXX

If to NEEP:                    Robert M. McTighe  
  Director of Finance & Administration  
  Northeast Energy Efficiency Partnerships, Inc.  
  91 Hartwell Avenue, Suite 306  
  Lexington, MA 02421-3137

**15. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**16. Entire Agreement**

This Agreement and all attachments hereto contain the entire agreement of the parties with respect to the matters covered herein and cannot be modified, except in writing signed by both parties.



ATTACHMENT A  
Scope of Services & Budget

To be inserted after final agreement



**ATTACHMENT B**  
**Payment and Invoicing Guidelines**

1. Invoices will be issued monthly or after completion of the specified deliverable for services and expenses up to the approved budget.
  - A. Invoices are due by the 20th of each month for services and expenses in the previous month or after completion of the specified deliverable.
  - B. Invoices must be consistent with the approved Scope of Work and not exceed the contract budget.
  - C. Invoices must be itemized by line item as shown in Scope of Work.
  
2. Invoices should be billed to the following address and via email to [billing@neep.org](mailto:billing@neep.org):  
Northeast Energy Efficiency Partnerships, Inc.  
Attn: Accounts Payable  
91 Hartwell Avenue  
Lexington, MA 02421-3137
  
3. Invoice documentation should include:
  - A. Contractor's Taxpayer Identification number
  - B. For Contractor labor/services:
    1. Total hours worked during the billing period.
    2. Approved billing rate.
    3. Total amount billed for the month.
    4. Overhead charges for billable hours (as approved in budget).
    5. Summary of activities during billing period.
  - C. For expenses:
    1. A list of expenses.
    2. Receipts for all expenses.
    3. Explanation of breakout for shared expenses as applicable (i.e., for travel costs shared with another project).
  
4. Invoices must include an itemized budget summary that indicates:
  - A. Total Approved Budget
  - B. Total of Previous Invoices
  - C. Total Current Invoice
  - D. Remaining Budget
  
5. Invoice should clearly indicate the name and address of the authorized person to whom payment must be sent.
  
6. All invoice payments will be made payable to Contractor within 30 days of receipt of invoice.



**ATTACHMENT C  
Insurance Requirements**

Provide Certificate of Insurance to NEEP with signed Agreement and provide 30-day Notice of Cancellation for all insurance coverage.

<b>Coverage</b>	<b>Minimum Limits</b>
<b>Commercial General Liability</b> Bodily Injury & Property Damage Premises Liability Products/Completed Operations Personal & Advertising Injury Contractual Liability	\$1,000,000 per occurrence (Combined BI PD) \$1,000,000 Personal & Advertising Injury \$2,000,000 Aggregate \$2,000,000 Products/Completed Operations Aggregate
<b>Automobile</b> For Owned, leased, hired, and non- owned automobiles.	\$1,000,000 Combined Single Limit per accident
<b>Umbrella</b>	\$3,000,000 each occurrence and aggregate Products/Completed Operations included
<b>Workers' Compensation</b>	Statutory coverage
<b>Disability Coverage</b>	If located in New Jersey or New York, provide confirmation of State Disability Coverage
<b>Employers Liability</b>	\$1,000,000 each accident \$1,000,000 disease – each employee \$1,000,000 disease – policy limit
<b>Additional Insured Wording</b>	Contractor shall include Northeast Energy Efficiency Partnerships, Inc. and their respective subsidiaries, affiliates, directors, officers and employees as additional insured under Commercial General Liability, Commercial Automobile Liability and Commercial Umbrella Liability policies.
<b>Waiver of Subrogation</b>	Contractor shall include Waiver of Subrogation in favor of Northeast Energy Efficiency Partnerships, Inc. and their respective subsidiaries, affiliates, directors, officers and employees as additional insured under Workers' Compensation, Commercial General Liability, Commercial Automobile Liability and Commercial Umbrella Liability policies where allowed by law.
<b>Primary &amp; Non-Contributory</b>	Contractor's Commercial General Liability, Commercial Automobile Liability and Commercial Umbrella Liability policies shall be primary and noncontributory with any other insurance carried by Northeast Energy Efficiency Partnerships, Inc.

Certificate Holder to read:

**Northeast Energy Efficiency Partnerships, Inc.  
91 Hartwell Avenue, Lexington, MA 02421-3137**



**ATTACHMENT D**  
**Non-Disclosure Agreement**

The Parties mutually agree as follows:

1. The term "Information" means
  - a) all business, financial, strategic, technical and other information which is (i) directly or indirectly furnished or disclosed by NEEP or its affiliates (or its or its affiliates' agents, servants, representatives, or employees) to Contractor or its representatives, whether provided orally, in writing, by electronic means or otherwise, or (ii) discovered or derived from Contractor's or its representative's presence at, or access to, any of NEEP's or its affiliate's facilities;
  - b) strategies, techniques, ideas, memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, or anything else prepared or derived, in whole or in part, from the information described in 1(a), above; and
  - c) the fact that the Information is being disclosed hereunder or that discussions or negotiations may take place or have taken place concerning the Purpose, or any of the terms, conditions or other facts with respect to any possible transaction relating to the Purpose, including the status thereof.
2. Contractor shall receive all Information in strict confidence, shall maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of NEEP. Contractor may disclose Information to its employees ("Representatives") to the extent each such Representative has a need to know such Information for the purpose contemplated by this Agreement and provided that each such Representative agrees in writing to maintain the confidentiality of such Information and to be bound to observe all other obligations of Contractor under this Agreement for the benefit of NEEP and its affiliates. Contractor's liability hereunder shall include, without limitation, liability for any breach of the terms of this Agreement to the extent caused by its Representative(s).
3. Contractor shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Contractor, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to Contractor. None of the Information which may be disclosed to Contractor shall constitute any representation, warranty, assurance, guaranty or inducement by NEEP to Contractor of any kind. NEEP (including its affiliates) shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Contractor in reliance on, any Information disclosed under this Agreement.
4. The terms of this Attachment D shall not apply to Information which, at the time of disclosure to Contractor, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by Contractor or any of its Representatives.
5. Contractor and its Representatives shall use Information solely in connection with the purposes of this Agreement and shall not use, directly or indirectly, any Information for any other purpose without NEEP's and any of its affected affiliate's prior written consent.



6. Contractor shall return and deliver, or cause to be returned and delivered, to NEEP all tangible Information, including copies and abstracts thereof, within 30 days of a written request by NEEP.