REGIONAL EVALUATION,
MEASUREMENT & VERIFICATION FORUM

Request for Proposals

(RFP)

Common EM&V Methods and Savings Assumptions Project

Issued by:

Northeast Energy Efficiency Partnerships, Inc

Issued:
June 2, 2009 (EST)

Questions and Notice of Intent to Bid Due:
June 15, 2009, 4:00 PM (EST)

Proposals Due
June 22, 2009, 4:00 PM (EST)

RFP website

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1. EXECUTIVE SUMMARY AND PROJECT OBJECTIVES

On behalf of the Regional Evaluation, Measurement and Verification Forum (Forum), Northeast Energy Efficiency Partnerships, Inc. (NEEP) is issuing this request for proposals. The Forum is a regional project facilitated and managed by NEEP representing states in New England, New York and the mid-Atlantic. The Forum is undertaking a number of projects in 2009, including this effort to review and document common evaluation, measurement and verification (EM&V) methods, survey energy and demand savings assumptions, and develop related guidelines and recommendations (the Project).

This Project is intended to help improve and ensure the understanding, transparency, and credibility of both electric and gas energy efficiency resources implemented in the Northeast and mid-Atlantic region, and the processes used to determine their savings The objectives of the Project are to provide comparative analyses, recommendations, and guidance documents which address EM&V methods and savings assumptions that can be applied to energy efficiency programs and/or projects across the region. Expected outcomes of the Project include:

1. Description of commonly applied evaluation, measurement and verification (EM&V) methods;
2. Recommended EM&V methods and rigor guidelines for determining gross energy and demand savings;
3. Determination of whether, for prescriptive measures and combinations of prescriptive measures, there is a need for greater consistency in determining energy and demand savings values, and if so recommending how this could be done for the Region.

The final product of the Project will be a report, with supporting documentation. Other deliverables will include reporting on preliminary/draft findings, participation in several teleconferences, and presentations of results at one or two Forum meetings.

NEEP intends to enter into a contract with one or more consultants, selected on behalf of the Forum, as a result of this RFP process. A NEEP project manager, a technical and policy advisor, and a subcommittee of Forum members will provide oversight and guidance during the project. However, the consultant will only report to the NEEP project manager.

It is intended that this work be started in early July and completed by the end of November 2009, with preliminary/draft findings available in October. This schedule is set in order to inform evaluation planning by Forum participants for 2010 program evaluations. Significant funds have been allocated for this work and is expected that the selected consultant team will include senior, experienced EM&V experts.

2. BACKGROUND

The Regional Evaluation, Measurement and Verification Forum (Forum) includes public and private sector representatives from the New England states, New York, New Jersey, Maryland, the District of Columbia and Delaware.

The objective of the Forum is to support the successful expansion of demand-side resource policies and programs, by:

- Providing for consistent, credible and accessible savings data from demand resources to support state and regional energy, climate change and other environmental policy goals,

- Reducing the cost of evaluation, measurement and verification (EM&V) activities by leveraging resources across the region for studies of common interest, and

- Removing barriers to the participation of demand-side resources in regional markets by establishing regional protocols to be adopted by the states.

The Forum serves five core functions:

1. Provide a framework for multi-state agreement on consistent EM&V protocols;
2. Develop common/consistent protocols;
3. Coordinate multi-state research and evaluation;
4. Aggregate and provide access to state and regional level demand-side resource data, and
5. Provide access to, and visibility and technical support for Forum products and results.

NEEP staff serve as facilitators, conveners, project managers and administrators for the Forum and its activities. A regionally representative Forum Steering Committee of stakeholders directs the Forum's agenda. Specific Forum projects are undertaken with the input and guidance of topical Project Committees, which recommend products to the Steering Committee for Forum adoption.

The three Project Committees are:

- Protocol Development Committee. Focus is to consider and develop a) common/consistent protocols for EM&V characteristics (e.g. EM&V methods, precision/accuracy guidelines); b) common energy and demand savings assumptions, including stipulated values for common measures, input assumptions (e.g. measure life/persistence), and coincidence factors, and potential supporting on-line database; and c) common reporting formats for savings data and associated cost and emission reductions.

- Research & Evaluation Committee. Focus is to undertake and support coordinated research and evaluation projects that serve as basis for protocol development (e.g. common assumptions). Examples of projects include savings load shape analyses (e.g. to inform coincidence factors); measure life and persistence studies; spillover and free-ridership approaches; and common measure cost input assumptions. Projects may include coordination of multi-state projects that involve a subset of the region.

- Education and Information Access Committee. Focus is to guide and help ensure Forum products and results (e.g. studies, reports, protocols, recommendations, references, etc.) are visible and readily accessible to stakeholders, while ensuring protection of any confidential information.

This Project falls within the purview of the Protocol Development Committee.

For more information on the Forum, please see http://www.neep.org/policy_and_outreach/EMV.html

For more information on needs and issues associated with common practices in energy efficiency EM&V please see:

- The Need for and Approaches to Developing Common Protocols to Measure, Verify and Report Energy Savings in the Northeast (http://www.neep.org/files/Protocols_report.pdf)

- Survey of Energy Efficiency Evaluation Measurement And Verification (EM&V) Guidelines And Protocols - An Initial Review Of Practices And Gaps And Needs http://www.naesb.org/pdf2/dsmee061807w19.pdf

3. WORK SCOPE AND DELIVERABLES

While information in this Section is being provided to assist potential bidders, bidders are requested to propose their own approach to meeting the project objectives, including their recommendations with respect to appropriate report contents, the schedule and budget, and possibly modified or additional tasks, given the Project objectives.

A. Overview

As indicated above, the Forum's activities are aimed at improving consistency in determining gross energy and demand savings and ensuring that EM&V cost-effectively, appropriately and credibly estimates the amount of energy reductions occurring from both electric and gas efficiency actions. Specifically, the objective of this Project is to provide comparative analyses and recommendations that are used to (a) develop guidance documents (e.g. on common EM&V methods and criteria for establishing, and/or actual savings rigor levels) and (b) inform any future development of common savings assumptions (e.g. stipulated savings values and applicability conditions) and recommend needed resources (e.g. training, information) to ensure effective application and practice of the recommended guidelines.

The Project will include reviews of existing and developing[1] state, regional, national and international protocols, as appropriate, and as identified further below in Section 3.2.

The selected consultant's client will be NEEP, which will have final say on scope issues and deliverables approvals in consultation with the Forum project subcommittee, and a policy/technical advisor. The subcommittee will be responsible for providing broader Forum participant input and comment; its support, interaction, and input will be critical to the success of the Project. NEEP will be responsible for managing an efficient interaction process between the Forum subcommittee, the Forum participants, and the consultant – where such process involves:

- Subcommittee reviews and provides input to initial draft documents;
- Discussion and input provided by Forum Protocol Committee on final drafts; and
- Protocol Committee provides recommendation to Steering Committee to adopt Forum product (e.g. EM&V Methods, guidelines, etc.).

The Project will consist of four parts:

- Part A involves research (including surveys) to identify and define the range of EM&V methods[2] that are applied in the industry and can serve as the basis for best practices guidelines for EM&V Forum participants' programs. Such methods will cover those used in the calculation of both electric and gas efficiency, gross and net energy and demand savings for different policy goals and uses of EM&V results (as found in Northeast and mid-Atlantic programs). With respect to the policy goals, the research will include a review of public policies that 'drive' the selection of EM&V methods and rigor. This effort will focus on identifying and defining common/consistent:

[1] Developing protocols should be reviewed if there is substantive information available as of approximately July 1st.
[2] The term *methods* is used in this RFP to describe the range of EM&V analyses and activities used to quantify outcomes from efficiency measures, projects, programs and portfolios. This includes a full range of approaches and options, assumptions, calculations, inspections, etc.

1. Methods to estimate preliminary (ex-ante) savings;
2. Methods to calculate gross and net evaluated (ex-post) savings;
3. Methods to determine baseline conditions;
4. Methods to determine measure life and persistence; and
5. Strategies and levels of uncertainty/rigor (precision/accuracy, bias) for estimating savings - for different applications and program goals.

- Part B of the project is reviewing and comparing, for a priority set of both electric and gas efficiency measures[3], existing gross energy and demand savings determination methods, assumptions (e.g. deemed values, effective useful life, and savings calculation input assumptions) and algorithms across the region (and across the U.S. as appropriate). This will be done in order for the consultant to compile comparative tables that identify commonalities and explain differences in assumptions and algorithms for gross savings determination. The consultant will also use this information to prepare recommendations for how to improve consistency in determining savings for the priority set of measures (and by inference, other measures); for example: which methods, assumptions, algorithms and rigor/applicability criteria should be used for different program types. Thus, recommendations are expected to include whether, and if so how, the Forum should develop common regional savings values/applicability conditions for prescriptive measures and combinations of prescriptive measures. The recommendations will also be informed by input from the Forum subcommittee.

- Part C involves preparing EM&V guidelines for the Region, for both electric and gas efficiency <u>gross</u> energy and demand savings, for (a) each of the categories listed in Part A and (b) approaches to defining rigor for different applications and program goals. Such common guidelines should create greater consistency in calculation of energy and demand savings for similar policy goals and uses of EM&V results. Thus, these recommended guidelines are expected to be organized by priority program areas/objectives identify by the project subcommittee. The guidelines will be informed by the results of Part A (and B where applicable), and with input from the Forum subcommittee.

  This project will <u>not</u> recommend specific guidelines (or methods) for determining or estimating net savings (e.g. free-ridership, spillover/market effects, net-to-gross ratios). However, the research conducted in Part A will include review and comparison of net savings methods to help inform other Forum projects and policy discussions, including 2009 Forum Project B3, a planned "white paper" that will explore net savings methods, and applications for various policy purposes.

- Part D of the project involves interacting with NEEP and the Forum subcommittee, as well as providing draft and final reports and presentation of findings and recommendations. This will include interim reports for Parts A, B and C.

[3] Such measures will consist of "typical" single measures (lighting retrofits, motor retrofits, central a/c, unitary HVAC, chillers, furnaces, etc.) and combined/comprehensive measures (e.g., whole house retrofits), which can be applied in different types of facilities, as well as in resource acquisition and/or market transformation activities (e.g., training and behavior programs). These measures will be recommended by NEEP and the Forum subcommittee with consultant with review and input. NEEP and the Forum subcommittee will approve the final list.

B. Project Tasks

Task 1: Kick Off Meeting. Hold kick off meeting with NEEP project manager, NEEP's technical and policy advisor, and a subcommittee of Forum members. This will be a conference call meeting. Discuss scope, schedule and approach. Review objectives and expectations for subcommittee and Protocol Committee participation in study. Discuss ideas for sources to be evaluated and priority measures to be considered.

Deliverable: Minutes of meeting

PART A. Common EM&V Methods and Rigor: Review & Assessment

Task 2: Define Applicable Programs and Technologies

Define and recommend which program and technology (measure) types (e.g., 5-7 program areas) that are implemented (or will be implemented in the near future) within the Northeast and mid-Atlantic region should be considered when evaluating EM&V methods, guidelines and requirements. Review recommendations with NEEP and Forum subcommittee.

Deliverable: Final list of program and measure types that will be considered for EM&V methods

Task 3: EM&V Research and Assessments

For the program and technology types indentified in Task 2, through 'desk' research and surveys/interviews, define and evaluate best practices/methods that address the following EM&V procedures for program and technology (measure) types found within the region:

- Estimating initial/preliminary gross and net energy and demand savings
- Calculating gross and net evaluated energy and demand savings – *both verification of installation (per installation specifications) and determination of savings*
- Determining baseline conditions, including remaining life of replaced equipment
- Determining measure life and persistence
- Calculating stipulated net and gross savings values (including NTG ratios)
- Defining rigor levels for each of the above and 'total' gross and net savings

The research should include not only the identification and review of the actual methods, but the policy decisions (regulations, legislation, commission decisions, utility policies, etc.) that influenced the selection of particular methods and levels of rigor. This aspect of the research should identify the key policy pressure or inflection points that can significantly affect the use of the EM&V analyses, as well as identifying how this may be changing. The research mechanisms are expected to include (a) web searches of relevant reports, protocols, regulatory decisions and legislation, (b) e-mail based interviews, and (c) phone based interviews.

The review of existing practices/guidelines/standards/methods for EM&V[4] should include those used in:

- Current practice of methods/procedures used by ratepayer funded programs in the Northeast and Mid-Atlantic states, where applicable. There are eleven states represented in the Forum and the consultant should assume interviewing all Forum program administrators (up to 20 in total) for the selected programs/technologies identified in Task 2. This research and assessment may be coordinated or conducted in conjunction with research under Task 4. Current practice of methods/procedures used by merchant energy service companies in the region/country.

- Regional wholesale market M&V Manuals for energy efficiency/demand resources (e.g. ISO New England and PJM Interconnection).

- Other states/provinces activities, where applicable, for example California, Oregon and Ontario (Canada) procedures. Assume interviewing a representative for each of four states or provinces for interviews.

- Other state, regional, national and international procedures and protocols (e.g. FEMP, ASHRAE, IPMVP, IEA). Include NAPEE Guide to Resource Planning with Energy Efficiency – see http://www.epa.gov/cleanenergy/documents/resource_planning.pdf and NAPEE Model Energy Efficiency Program Impact Evaluation Guide – see http://www.epa.gov/solar/documents/evaluation_guide.pdf.

- Domestic and international efforts to quantify the energy savings associated with efficiency actions as indicated in climate change mitigation methodologies or protocols, if applicable. However, specifically include EM&V standards/requirements for energy efficiency resources in the Regional Greenhouse Gas Initiative (RGGI) rules and/or the RGGI Model Rule.

The Consultant's review shall:

1. Assess how and to what extent current practice in the region is aligned or "fits" within the International Performance Measurement Verification Protocols (IPMVP) framework as recommended in the NAPEE Model Energy Efficiency Program Impact Evaluation Guide;

2. Assess how and to what extent current practice in the region fits within the acceptable EM&V methods identified in wholesale capacity market M&V manuals for efficiency resources (ISO New England and PJM Interconnection).

3. Identify to what extent EM&V procedures may differ from each other depending on policy/market needs or goals for estimating savings (e.g., goals such as calculating energy savings to meet state savings goals, procurement policies, conducting cost-effective analysis, meeting performance metrics/incentives, reducing carbon and other emissions, participating in wholesale capacity markets).

4. Identify similarities and differences between EM&V for selected programs/technologies (as identified in Task 2) and potential EM&V requirements for federal stimulus funds, GHG reduction mandates, and federal energy efficiency and renewable resources standards. Also indicate differences between Forum member programs/technologies

[4] See existing reference lists in the various documents listed above as well as websites such as the one at www.cee1.org and http://cfpub.epa.gov/ceird/index.cfm?fuseaction=napee.view_results

EM&V and that used with private sector (ESCO) M&V. In particular address possible overlaps (including possible contradictions) between ESCO M&V practices, and those of, for example, utility programs and ISO programs.

5. Assess what existing rigor (precision/accuracy and bias) levels are used to determine overall savings estimates, and 'components" of total savings estimation such as meter accuracy and statistical sampling strategies. Also identify how rigor requirements vary for different policy/market purposes (e.g. meeting claimed savings goals/ performance incentives, impact of efficiency on reducing greenhouse gas and other emissions, ISO/RTO capacity markets, cost-effectiveness analysis, etc.).

6. Summarize national EM&V protocol developments (DOE Stimulus M&V efforts, EPA/DOE NAPEE M&V project, and any NAESB M&V effort), and how these efforts/results can support or impact Forum guideline development.[5]

Deliverable: Summary of research and analysis results, in text and tabular form

Part B: Review and Compare Savings Assumptions and Algorithms and Specific Methods for Priority Common Measures, and Recommend Where Consistency Can Be Improved

Task 4: Review and Compare Savings Assumptions/Algorithms/Methods

Part B of the project also applies to both electric and gas efficiency and will begin with EM&V Forum subcommittee participants suggesting a list of priority end-use measures (for electric and natural gas efficiency). The Consultant will then review the list and recommend any changes for final review by the subcommittee and NEEP. The ones selected by the subcommittee (e.g., 8-10 measures/measure groups) will be the ones on which Consultant will focus its efforts. With this guidance, the Consultant will:

- Review specific algorithms and values that are used for estimating (a) initial/preliminary gross[6] energy and demand savings and (b) gross evaluated energy and demand savings for the priority end-use measures and building types. The review should include addressing typical program strategies and designs e.g. retrofit lost opportunity, market transformation, etc.

- Review values and sources used for key input parameters, such as installed efficiency and baseline, run hours, motor loading factor, over-sizing assumption, interactive effects, measure lives, remaining life at time of replacement, coincidence factors, climate zones adjustments (heating/cooling degree day factors), etc. for each priority measure/group of measures.

- Review under what circumstances and for which measures/facility types, and with applicability conditions, are stipulated savings used and how are they determined.

[5] The Consultant should be aware that the NAPEE M&V project, currently underway, involves gathering certain EM&V information identified in this RFP, both within and outside the region. To the extent possible, where NAPEE is collecting such data of interest, efforts should be made to coordinate and not duplicate research efforts.

[6] With some methods, such as control group comparisons, it may be difficult to separate out gross and net savings; this should be noted and discussed in recommendations.

- Review how EM&V, for comprehensive (multiple measures) activities, are addressed when they include stipulated savings values.

Consultant will conduct the above review based upon a comparative analysis of existing technical reference manuals (TRMs) in the region (e.g. VT, MA, ME, NJ and NY documents) and in California (DEER) and the Northwest (Regional Technical Forum). Program administrator assumptions in Forum states where formal TRMs do not exist should also be reviewed.

The Consultant will, based on the above reviews:

- Compile comparative tables that identify commonalities and explain differences in assumptions and algorithms and specific methods for gross savings determination for the priority set of measures.

- Present recommendations for how to improve consistency in determining gross energy and demand savings for the priority set of measures (and by inference, other measures), for example, which methods, assumptions, algorithms, appropriate levels of rigor and applicability conditions for any assumptions/stipulated savings values should be used for different program types. Recommendations should also identify areas where achieving greater consistency is not appropriate or reasonable, and whether and how the Forum could develop common regional savings values/applicability conditions for prescriptive measures and combinations of prescriptive measures

Deliverable: Comparative table of commonalities and differences in savings assumptions and algorithms and specific methods recommendations for how to improve consistency in determining gross savings for the priority set of end-use measures and facility types.

Part C: Recommend Common EM&V Methods and Rigor Guidelines for the Region

Task 5: Prepare Recommendations

Using the results of Parts A and B activities and input from the Forum subcommittee, recommend a set of guidelines for the range of gas and electric efficiency programs found within the Region. These would be expected to be broad guidelines that form the basis for common EM&V methods and levels of rigor being implemented consistently in the Region. With regard to rigor guidelines, recommendations should address precision/confidence levels and method(s) to address bias and other uncertainty issues associated with estimating savings, including sampling strategies. Such recommendations should consider ISO/RTO standards, ESCO practices, and other relevant documents and best practices.

All recommendations should cover different program and technology types (as identified in Part A) for each of the following:

- Estimating initial/preliminary <u>gross</u> energy and demand savings;

- Calculating gross evaluated energy and demand savings;

- Determining baseline conditions; and

- Determining measure life and persistence.

Recommendations may be presented for portfolio, program, project and/or measure EM&V.

The Consultant should also include any recommendations for how to develop, if needed, additional resources to assist energy efficiency providers in effectively applying the recommended methods above. Examples could include training/workshops, information to be posted to Forum website, other, etc.

Deliverable: Recommended set of guidelines in a publishable format

Part D: Reporting and Presentations

Task 6: Meeting Participation

Deliverables: Participation in conference calls with NEEP, NEEP's technical and policy advisor, and Forum committees and subcommittees. Consultant should also plan on one in-person meeting plus an in person presentation of final results at a Forum meeting.

Task 7: Reports

This task is preparation of draft and final reports that encompass the results of all the Part A – C results. These reports are to be professionally prepared with executive summaries, top level summary for policy makers, main bodies of reports, and documentation appendices (perhaps in two volumes).

Deliverables: Draft and final reports (Microsoft Word and Adobe Acrobat formats)

See summary of Tasks and Deliverables on next page.

C. Project Budget and Schedule

It is intended that this work be started in early July and completed by the end of November 2009, with preliminary/draft findings available in October.

Some notes on the budget and schedule:

- This schedule is set in order to inform evaluation planning by Forum participants for 2010 program evaluations.
- The schedule is understood to be "aggressive" if all the Parts of the Project are done in series. However, it is expected that several of the tasks will be completed concurrently, in particular Tasks 3 and 4.
- The selected consultant team will include senior, experienced EM&V experts.
- The amount of allocated funds is not being indicated in order to allow bidders to present their unbiased estimates.

SUMMARY OF TASKS AND DELIVERABLES

PROJECT TASKS	**DELIVERABLES**
Task 1. Kick-off Meeting	*Meeting Minutes*
PART A - Common EM&V Methods and Rigor: Review & Assessment	
Task 2. Define Applicable Programs and Technologies	*Final list of program and measure types that will be considered for EM&V methods*
Task 3. EM&V Research and Assessments	*Summary of research and analysis results, in text and tabular form*
Part B: Review and Compare Savings Assumptions and Algorithms and Specific Methods for Priority Common Measures, and Recommend Where Consistency Can Be Improved	
Task 4. **Review and Compare Savings Assumptions/Algorithms/Methods**	*Comparative table of commonalities and differences in savings assumptions and algorithms and specific methods recommendations for how to improve consistency in determining gross savings for the priority set of end-use measures and facility types.*
PART C: Recommend Common EM&V Methods and Rigor Guidelines for the Region	
Task 5. Prepare Recommendations	*Recommended set of guidelines in a publishable format*
Part D: Reporting and Presentations	
Task 6. Meeting Participation	*Participation in conference calls with NEEP, NEEP's technical and policy advisor, and Forum committees and subcommittees. Consultant should also plan on one in-person meeting plus an in person presentation of final results at a Forum meeting.*
Task 7. Reports	*Draft and final reports (Microsoft Word and Adobe Acrobat formats)*

4. General Submittal Information

This Section of the RFP provides information for bidders concerning the submittal process, general requirements, schedule, and qualifications. Specific requirements for the content and preparation of bids are contained in Section 5.

Respondents to this RFP can bid on all four parts or either (i) just Parts A and C or (ii) just Part B; with Part D obviously integral to Parts A, B and C. The preference is a bid for all four parts submitted by a single firm or a team with a lead prime consultant. However, if a bidder believes that they have unique capabilities for Parts A/C and/or Part B they can bid these separately.

In terms of budgets, NEEP expects Part D to be on the order of 15-20% of the total cost with the remaining budget split on the order of 60% for Parts A/C and 40% for Part B.

A. Contact and Communications

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

Julie Michals, jmichals@neep.org 781-860-9177 x135

Vivian Myers, vmyers@neep.org 781-860-9177 x138

Any unauthorized contact may result in the disqualification of the contacting firm's proposal(s).

Potential bidders are encouraged but not required to submit **a notification of intent to submit a proposal in response to this RFP by 4pm on June 15th to NEEP contacts above**. This information helps NEEP plan and administer the RFP.

B. Bidders' Q&A

Bidders may submit questions via e-mail for this RFP. A website has been established for this Project RFP: EM&V Forum RFP Website. **All questions submitted prior to 4pm on June 15th will be posted and answered on the website**. All questions and answers will be available to all respondents.

C. RFP Submittal Format and Due Date

Bidders are required to submit electronic versions of their proposal to:

Julie Michals, jmichals@neep.org

Vivian Myers, vmyers@neep.org

The proposals should be submitted in both Microsoft WORD (97-2004) and Adobe Acrobat format. An electronic 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 best and finals interviews.

D. RFP Schedule

RFP release	June 2
Intent to bid notice	June 15
Close of RFP question period	June 15
Electronic proposals due	June 22
Anticipated date of bidder selection	July 10
Anticipated contract start date	July 17

The above schedule is subject to change by NEEP.

E. Minimum Qualifications

A single firm or a team of firms under a single primary contractor may submit bids.

Key staff members must have demonstrated experience delivering high-quality EM&V services and/or studies for system benefit charge funded DSM programs. Changes in proposed key staff members may not be made during the execution of the work without written approval by NEEP.

F. Modifications to the RFP

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

G. 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.

H. Acceptance of Terms and Conditions

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

NEEP will utilize its standard Services Agreement to contract for the services outlined in this RFP. **A list of exceptions to this document should be returned with bidder's response, see Section 5 of this RFP***.* The Services Agreement is included as an attachment to this RFP, Appendix B.

I. All Submitted Proposals Become Exclusive Property of NEEP

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.

5. PROPOSAL SUBMITTAL REQUIREMENTS

A. Submission of Proposals

Proposals should provide straightforward and concise descriptions of the proposer'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 and the Forum are 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 the NEEP project manager, technical and policy advisor, and a Forum subcommittee.

Bidders are also invited to submit optional tasks and budgets if they believe there are additional or tangential tasks that they believe would benefit the objectives of the Project.

All proposals must include the documents identified in Appendix A "Required Proposal Checklist". **Proposals not including the Checklist may be deemed non-responsive**.

B. Proposal Format

Bidders are requested to provide 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 adhere to the following set format (the numbers indicated are suggested maximum page limits):

- Proposal cover;
- Signed cover/transmittal letter;
- Table of Contents (include proposal date and page numbers on each page of proposal);
- Completed proposal checklist;
- Executive summary (2 pages);
- Work scope and schedule (10 pages);
- Staffing and subcontracting plan (2 pages);
- Qualifications and Experience (10 pages);
- Budget and Billing Rates (2 pages including tables);
- Exceptions to contract terms (if needed); and
- Appendix - Resumes (2 pages per resume).

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.

For the checklist please use the form in Appendix A.

I. Section 1: Executive Summary,

Section 1 of the proposal should contain a high level summary of the proposal including the approach to the tasks, key staff assigned to the effort, and the consultant's or bidding team's qualifications to perform the services sought through this RFP.

II. Section 2: Work Scope and Schedule

Section 2 of the proposal should discuss bidder's approach to Tasks defined in Section 3 of the RFP with consideration of the objectives defined in Section 1. Describe bidder's approaches to each of the work scope tasks with sufficient detail to distinguish the strengths and unique features of the bidder's team and approach. In terms of bidder's approach, an example of an item to cover would be how the bidder would suggest selecting measures or groups of measures as priorities for developing specific EM&V savings methods (See Task 5).

Section 2 must include a schedule for performing the work. The schedule should be presented graphically and supplemented with text explanations needed to provide a complete understanding of the proposed timeline.

III. Section 3: Staffing Plan

In Section 3 bidders are requested to provide a staffing plan. Note that assigned staff qualifications are more critical than firm qualifications and that staffing changes for key personnel are subject to approval by NEEP. In particular, a successful proposal will indicate one or more experienced principals that will direct and commit to the Project.

- Describe the roles of each of the positions listed in bidder's staffing plan.
- Identify the lead staff member assigned to manage the work, provide a short biography, and explain why he or she is qualified for this position. Describe this person's availability for the project, and the office where he or she will be based.
- Identify the key personnel to be assigned to this project, describe their responsibilities, and provide a paragraph biography for each person. Indicate availability and length of time commitment to project.
- Specify any anticipated subcontractors who will be used, roles, responsibilities, and proposed subcontractor mark-up percentage.

Include resumes for all individuals named in the staffing plan. Resumes and bios should describe relevant responsibilities from other projects that will help NEEP evaluate the qualifications and experience of key personnel. Please limit length of resumes to **two** pages and place in an appendix.

IV. Section 4: Firm Qualifications and Experience

Use this section to address bidding team's qualifications and experience, drawing on lessons learned and best practices experience. Bidders should also provide two to four references from current (preferred) or recent clients for whom they have performed projects that are relevant to the work scope. References should include a brief synopsis of specific services provided, company name and location, contact name, contact title, telephone number and, email address of the reference. In the event the bidder is forming a new organization to bid on this proposal, the bidder should provide the related references for the key staff members proposed for the project.

References should be included (two to four each) for any major subcontractors.

V. Section 5: Budget and Billing Rates

Using the two tables shown below bidders must provide labor and other direct costs proposed for this project.

Budget Table One – Billing Rates

Person	Title	2009 Hourly Billing Rate all inclusive)

Budget Table Two – Task by Task and Total Budget

Task	Personnel Assigned	Hours per Personnel Assigned	Labor Costs	Directs Cost (to be billed at cost to Consultant)	Per Task or Total Cost
1					
2					
3					
4					
5					
6					
7					
Total					

VI. Section 6: Exceptions to contract terms

Bidders must provide any requested exceptions to the Services Agreement included as Appendix B.

VII. Section 7: Conflicts of Interest

Bidders should identify, and address as they feel appropriate, potential situations that may be perceived as a conflict of interest in completing this work. Examples would be work performed implementing or evaluated programs in the Region. Such situations are not necessarily a conflict, and may speak to the bidder's qualifications, but should be disclosed.

VIII. Section 7 (Appendix): Resumes

6. SELECTION PROCESS AND EVALUATION CRITERIA

A quick and straightforward selection and contracting process is planned with work scheduled to begin during July 2009. This may or may not include requests for clarifications and interviews of bidders.

NEEP and the project subcommittee will base their evaluation of proposals on a scoring matrix below. Parts A and B of the scoring criteria will be weighted higher than Part C. As noted above, the qualifications of key staff (principals) assigned to lead this Project and the amount of time (commitment) they commit to the Project will be weighed heavily.

Table 5.1: RFP Evaluation Criteria/Scoring Matrix

Part A: Technical Approach
1. Proposal quality
2. Thoroughness and practicality of approach
3. Clarity regarding meeting project objectives and quality of proposed approach for meeting those objectives
4. Creativity of approach
Part B: Organizational and Management Capability
1. Demonstrated competence and experience of key staff
2. Demonstrated competence and experience of firm(s)
3. References
4. Approach to use and management of subcontractors
Part C: Cost
1. Total costs
2. Billing rates and direct costs/subcontractor mark-up rates (if any)
Total

APPENDIX A: REQUIRED PROPOSAL CHECKLIST

REQUIRED PROPOSAL CHECKLIST

Bidder Information		
Name of Bidder:		
Contact Name:		
Contact Phone:		
Contact Email:		
Subcontractors:		
Evaluation Scope		
Proposal Checklist & Locator	Included	Section/Page
Proposal Cover		
Transmittal Letter – signed original		
1. Executive summary		
2. Work scope and schedule		
Schedule figure		
3. Staffing and subcontracting plan		
4. Qualifications and Experience		
References		
5. Budget		
Budget Tables		
6. Exceptions to contract terms		
7. Resumes		

APPENDIX B: NEEP PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

NORTHEAST ENERGY EFFICIENCY PARTNERSHIPS, INC.

and

[contractor name here]

[contract number]

THIS AGREEMENT (**"Agreement"**) is made between Northeast Energy Efficiency Partnerships, Inc. (**"NEEP"**) and [NAME OF CONTRACTOR HERE] **("Contractor"**). In this Agreement NEEP and Contractor are referred to individually as Party and jointly as Parties.

WHEREAS, NEEP, is a 501(c)(3) tax-exempt nonprofit corporation organized for the purposes of steadily increasing energy efficiency in homes, buildings and industry in the Northeast region of the U.S.; and

WHEREAS, the Evaluation, Measurement and Verification Forum ("EMV") is a project of NEEP to provide a vehicle for states to develop and support the consistent use of protocols to measure, verify, track and report the energy and demand savings, costs and emission impacts of energy efficiency and other demand-side resources; and

WHEREAS, [NAME OF CONTRACTOR HERE];

NOW, THEREFORE**,** in consideration of the mutual promises and covenants herein, the Parties hereby agree as follows:

1. Scope of Services.

Contractor shall enter into a contract with NEEP to provide the services and deliverables described in Statement of Work for the Common EM&V Savings and Assumptions Project. This work product will be owned by NEEP. The report will be available to the public. Neither the scope nor the substance of the services and deliverables to be provided under this Agreement may be modified, altered, revised, increased, or limited except upon the prior, express, and mutual written approval of the Parties. Contractor agrees to meet or exceed the customary standards of care and professionalism expected in Contractor's industry or area of expertise in performing all services under this Agreement.]

2. Compensation and Payment Schedule.

As consideration for the services provided by Contractor, NEEP will pay [$00,000] after satisfactory completion of the work described in the Work Scope and Deliverables, and delivery by Contractor of all products listed in the Work Scope and Deliverables. Contractor will provide monthly reports to NEEP detailing its progress toward achieving the Deliverables, along with information showing dollar amounts spent to date. The final report will include an invoice for the full amount due. In addition, Contractor shall maintain books, records, and other data compilations pertaining to the performance of services under this Agreement in such detail as shall properly substantiate claims for payment.

3. Term.

This Agreement shall become effective on [Month day, year] and shall conclude on [Month day, year].

4. Termination.

a. **Termination Without Cause.** Either Party may terminate this Agreement without cause prior to the scheduled termination date upon providing fourteen (14) days prior written notice to the other Party.

b. **Termination With Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision under this Agreement. For any termination with cause, the terminating Party shall notify the other Party in writing stating with appropriate specificity the grounds for such termination. If the non-terminating Party cures the problem within thirty (30) days of the provision of such notice, termination shall not take effect and the Agreement shall remain in effect.

c. **Funding Contingency.** Each Party reserves the right to rescind, cancel, or suspend this Agreement if funding is withdrawn by that Party's funding sources for the services being provided under this Agreement. Any such rescission, cancellation, or suspension shall be effective immediately upon the non-terminating Party's receipt of written notice from the terminating Party.

5. Obligations in the Event of Termination.

Upon termination, all works, materials, information, protocols, processes, data, results, work product, and other items conceived, created, developed, or produced by Contractor, whether finished or unfinished, under this Agreement ("Works and Materials") shall become the property of NEEP and Contractor shall deliver all such materials to NEEP immediately. NEEP shall compensate Contractor for the value of all unpaid services that have been satisfactorily performed and reasonable reimbursable expenses properly incurred by Contractor by the effective date of termination. Contractor shall submit a final summary report as described above to NEEP within 60 days after the termination date.

6. Relationship Between Parties.

Contractor shall at all times be deemed to be an independent contactor. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between NEEP and Contractor. Contractor acknowledges and agrees neither it nor any of its officers, directors or employees is an employee of NEEP and that Contractor is responsible for all federal and/or state, and Social Security liability that may result from performance of and compensation for services under this Agreement. NEEP assumes no responsibility for the payment of any wages, benefits, or taxes by, or on behalf of Contractor by reason of this Agreement.

7. Assignment and Subcontracting.

NEEP consents to the Contractor's entering into a contract with [Name of Contractor] for the services and deliverables set out in the Scope of Work and Deliverables.

8. Confidentiality.

See separate Non-Disclosure and Assignment Agreement.

9. Representations and Warranties.

Contractor represents and warrants that it has the legal right and authority to enter into this Agreement and that its performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has to or with any other person or entity. Contractor further warrants the suitability of the services provided hereunder for the uses intended under this Agreement. Contractor acknowledges that NEEP is a tax-exempt 501(c)(3) organization subject to certain restrictions and limitations and agrees that it will not engage in any act that would negatively impact such status.

10. Insurance.

Contractor will maintain and keep in force throughout the period of this Agreement a policy of general liability insurance in the amount of $2,000,000. Contractor will also maintain and keep in force such other comprehensive and/or umbrella insurance coverage that will fully satisfy the indemnification terms under this Agreement as set forth herein.

11. Indemnification.

(a) NEEP will indemnify and hold harmless the Contractor and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of the Contractor, and its employees, agents, licensees and representatives) in any manner caused by the negligent acts or omissions of NEEP.

(b) The Contractor will indemnify and hold harmless NEEP and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of NEEP and its employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of the Contractor or others with whom the Contractor subcontracts in the performance of its work pursuant to this Contract to the extent of the Contractor's or subcontractor's proportionate negligence, if any.

12. Amendment.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both Parties.

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 Massachusetts, 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 United States mail, or sent by recognized overnight courier service as follows:

To NEEP: James L. Godkins

Director of Financial and Administrative Services
Northeast Energy Efficiency Partnerships, Inc.
5 Militia Drive
Lexington, Massachusetts 02421-4713

To Contractor: CONTRACTOR NAME OR COMPANY NAME HERE
[STREET ADDRESS]
CITY, STATE ZIP CODE

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. Waiver.

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. 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. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives on the day and year set forth below.

ACCEPTED AND AGREED TO BY:

NORTHEAST ENERGY EFFICIENCY PARTNERSHIPS, INC.

Name: Susan E. Coakley

Title: Executive Director

Date: Month Day, YYYY

NAME OF CONTRACTOR HERE

Name

Title

Month Day , YYYY.

NON-DISCLOSURE AND ASSIGNMENT AGREEMENT

The undersigned, ____ , as a(n) ______________ will be performing work under Contract Number _____________ dated __________ _____200____, between Northeast Energy Efficiency Partnerships ("Company") and __________________________("Consultant") and as a condition of said Purchase Order, agrees as follows:

1. The undersigned shall not, at any time during the work of the Purchase Order or for ten years after completion thereof, in any form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation any information concerning any matters affecting or relating to the activities of Company, including, without limiting the generality of the foregoing, any research and development, inventions, products, product specifications, processes, procedures, machinery, apparatus, prices, discounts, manufacturing costs, business affairs, future plans, technical data, or other information which is of a secret or confidential nature, which is first received in the course on the work being performed under the Purchase Order ("proprietary information"), except as permitted in Paragraph 2.
2. The undersigned may disclose proprietary information to his/her employee, partner, or agent if and only if:
    a. such disclosure is necessary in order for the undersigned to perform his/her duties under the Purchase Order; and
    b. the party to whom proprietary information will be disclosed has executed and delivered to Company an agreement in the form of this document; and
    c. the undersigned has received written permission from Company to make such disclosure;
3. The undersigned hereby assigns to Company all right, title, and interest in and to (including the sole right to obtain patents or copyrights on) any work, expression, invention, idea, discovery, improvement, or development, whether or not patentable, which may be conceived or made by the undersigned during the course of its work under the Purchase Order. In addition, the undersigned shall execute all documents and, at the request and expense of Company, do all things necessary and proper in order to apply for or obtain patent(s) in the name of Company covering such work, expression, invention, idea, discovery, improvement, or development or in order to vest title thereto in Company;
4. All records pertaining to the proprietary information, whether developed by the undersigned or others, are and shall remain the property of Company;
5. In the event that the undersigned fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Company shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.
6. All terms and provisions in this document shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any terms or provision of this document or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

7. Confidential information shall not include information that:

   a. Is already known to the Consultant and was properly obtained by the Consultant prior to the effective date of this Agreement;
   b. Is already in the public domain or becomes available to the public other than through a negligent act or omission or willful misconduct of the Consultant;
   c. Is acquired in good faith from a third party and at the time of acquisition the Consultant had no knowledge or reason to believe that such information was wrongfully obtained or disclosed by the third party; or
   d. Is independently developed by the Consultant from information not defined as "confidential information" in this agreement, as evidenced by Consultant's written records.

ACCEPTED AND AGREED TO BY:

NORTHEAST ENERGY EFFICIENCY PARTNERSHIPS, INC.

____

Name: Susan E. Coakley

Title: Executive Director

Date: Month Day, YYYY

NAME OF CONTRACTOR HERE

____

Name

____

Title

Month Day ________, YYYY.