



**REGIONAL EVALUATION,
MEASUREMENT & VERIFICATION FORUM**

Request for Consultant Proposals (RFP)

Develop Common Savings Assumptions, Mid Atlantic States

Issued by:

Northeast Energy Efficiency Partnerships, Inc

Issued:

September 2, 2009 (EST)

Questions and Optional Notice of Intent to Bid Due:
September 9, Day 2009, 4:00 PM (EST)

Proposals Due

September 22, 2009, 4:00 PM (EST)

[RFP website](#)

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1. INTRODUCTION

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: *Develop Common Savings Assumptions, Mid Atlantic States* ('the Project'). The following states are included in the Project: Maryland and Delaware and the District of Columbia. The Project is specifically intended to address a growing need and interest in improving the understanding, transparency, credibility, and consistency, of electric and gas energy efficiency savings impacts and the sources and processes used to determine these impacts. The results of the Project are intended to help inform multiple energy and environmental policies, including the impact of energy efficiency programs in meeting state and regional energy and climate change goals.

This RFP provides a background on the Forum, and describes the purpose, objectives, tasks, and deliverables that the Contractor will undertake for this project, under the management of NEEP and with guidance by the Forum project subcommittee.

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, see http://www.neep.org/policy_and_outreach/EMV.html

3. PROJECT OVERVIEW, SCOPE, TASKS AND DELIVERABLES

The goal of the Project is to develop common assumptions for electric and natural gas energy efficiency measure savings recommended for use by energy efficiency providers in Maryland, Delaware and the District of Columbia and to document these in a Technical Reference Manual ('TRM').

The approach to the Project is: to identify and recommend energy efficiency measures to include in the TRM, to review existing Technical Reference Manuals and sources of energy efficiency assumptions that can be used to establish savings assumptions, as appropriate, and to develop recommended savings assumptions based on this review. Note that the TRM shall be used to meet PJM EM&V standards as outlined in PJM Manual 18b¹, and it may also be used for verifying achievements of EmPOWER Maryland goals. The strategy in this approach is to make use of the framework of energy efficiency protocols developed in New Jersey as well as to leverage information from various TRMs from within the NEEP region.

In addition, the Project will recommend a timeline and process for update of the savings assumptions, including an update to incorporate results from the NEEP EM&V Project A2 that will be taking place in parallel.² Depending on the outcome of the review of materials, the contractor may include recommendations addressing the suitability of merging mid Atlantic protocols with those of other states, e.g. Pennsylvania, New Jersey, and/or the Northeast.

The final product of this Project will be a report. Other deliverables will include interim project materials, a draft report, periodic project updates, and participation in several teleconferences. Work on this Project will take place in consultation with NEEP staff managing the Project, as well as the Project subcommittee.

The cost for this project is not to exceed \$57,000. The intention is for the work to begin in or before early October 2009 and to be completed no later than early April 2010. It is intended that this work be started as soon as possible in 2009, with interim products available as possible. This schedule is set in order to inform evaluation planning and implementation by Forum participants during 2010.

PROJECT TASKS AND DELIVERABLES

The project consists of four tasks:

Task 1: Identify and prioritize qualified EE measures to be included in the TRM.

Task 2: Establish the energy, demand and resource savings approaches/protocols for specific measures, including algorithms, definitions of variables, and sources of information used in establishing the approach or protocol.

¹ See Energy Efficiency Measurement and Verification, PJM Manual 18b, Revision 0, Effective date: April 2009, prepared by PJM for Market Operations at the following link: <http://www.pjm.com/~media/documents/manuals/m18b.ashx>

² We note that A2, a survey of methods and algorithms and assumptions for a subset of measures in the entire EM&V Forum region has some overlap and similarity in tasks, but is producing a somewhat different end product. A2 is a comparative analysis that will not result directly in a region-wide TRM.

Task 3: Develop recommendations for update.

Task 4: Prepare draft and final reports and participate in subcommittee teleconference calls.

TASK 1: Identify and prioritize qualified energy efficiency measures to be included in the TRM.

The contractor shall review information from programs in Maryland, Delaware and the District of Columbia as well as a list of additional measures to consider for inclusion in the TRM. The Contractor will propose decision criteria for determining which measures to include in the TRM, and will work with stakeholders to establish the end-use categories and measures to include in the TRM.

The contractor shall collect and review as appropriate, existing manuals, reports, and other relevant sources of information. Sources include:

- New Jersey Energy Savings Protocols, Revisions to September 2004 Protocols, December 2007 and 2009 Revision
- New York Standard Approach for Estimating Energy Savings from Energy Efficiency, Programs, Selected Residential and Small Commercial Measures (November 17, 2009 Draft, review comments, and an update subject to its availability)
- Connecticut Program Savings Document
- Vermont TRM
- Data and information made available by:
 - PHI (PEPCO/Delmarva)
 - Baltimore Gas & Electric
 - Allegheny Power
 - Southern Maryland Electric Cooperative
 - Delaware Energy Office
 - District Dept of the Environment
 - Maryland Baseline Study (joint project of MD PSC and utilities, ongoing during this project)
 - Other, TBD

Note that if New Jersey's Protocols are to be used as a starting point for this TRM, it is expected that other TRMs will be consulted extensively and that the best measures from the available TRMs will be chosen for inclusion in this Project.

Task 1 Project Deliverables: The Contractor will prepare and provide a table or tables that identify selected end uses and measures to include in the TRM, based on the review of materials above and input from subcommittee. The tables shall include some relevant descriptive information about the available sources of information about these measures - e.g. what states and programs deliver these measures or include them in TRMs. This shall include but may not be restricted to measures/end uses identified in Maryland, Delaware, and District of Columbia's planned programs.

TASK 2: Establish the energy, demand and resource savings approaches/protocols for specific measures, including algorithms, definitions of variables, and sources of information used in establishing the approach or protocol.

The Contractor shall comprehensively review materials identified in Task 1, as needed to complete the activities of this task. The Contractor will review and report on commonalities and differences in savings assumptions and/or protocols currently used in Maryland, Delaware, and the District of Columbia to establish annual and lifetime kWh, kW and therm savings from

efficiency measures, where available³. The review will include an assessment about the accuracy and supporting information of the existing savings assumptions, based on expert review. The contractor will develop recommendations regarding where consistency can/or should be achieved and recommendations on which protocols to include in the TRM, based on the review of existing mid Atlantic savings assumptions and savings assumptions from other sources. For each end-use and measure, the content of the final document will address gross savings and adjustments to gross savings. It will likely include:

- Description of measure
- Algorithms
- Adjustments to savings
- Baseline efficiencies
- Measure lives
- Incremental cost

Task 2 Deliverables: Memo to NEEP and project subcommittee summarizing results of Task 2, including: a summary of the commonalities and differences in savings assumptions for end uses and measures selected for inclusion in the TRM as a result of Task; recommendations of which assumptions to include in the TRM for each measure; documentation of the sources of the assumptions recommended.

TASK 3: Develop recommendations for update.

The contractor shall propose a timeline and process for periodic update of the mid Atlantic protocols, including an update to include values from Project A2⁴. In the event that Project A2 update information is not available before year-end 2009, the update shall occur as soon as practical in 2010. Depending on the outcome of the review of benchmarking materials, the contractor may include recommendations addressing the suitability of merging mid Atlantic protocols with those of other states, e.g. Pennsylvania and/or New Jersey or the entire Northeast⁵. However, the funding for this project is intended to be specifically for Project A5, and not for the promotion of other NEEP projects for the future.

Task 3 Deliverables: Draft and Final Memos to NEEP and Project subcommittee recommending timeline, process, and scope of future updates to the TRM.

TASK 4: Prepare draft and final reports, interim project materials. Participate in subcommittee teleconference calls, prepare powerpoint presentation of final results, and present project results to a Commission or Regional EM&V Forum meeting or

³ Note that effective August 31, 2009, the Maryland Commission has included Demand Response (DR) programs in its EM&V activities. The scope of this Project may include some review of efficiency measures that are also employed in the DR programs in Maryland, but it recognizes that development of common Demand Response savings assumptions and/or protocols for the mid Atlantic sponsors is outside the scope of this Project.

⁴ This project has the goal of meeting the mid Atlantic states' immediate need for savings assumptions and documentation in support of energy efficiency programs, while A2 is a comparative analysis that will not result in a TRM in 2009.

⁵ While regional consistency in measurement and reporting is one overarching goal of the EM&V Forum, it is important to clarify that development of recommendations regarding TRM updates for this Project should recognize that the funding for this Project is directed to how to best meet the needs of the mid Atlantic Project sponsors, and not to be confused with promotion of future NEEP EM&V Forum projects.

teleconference.

The contractor shall develop a draft and final Technical Reference Manual for the mid Atlantic sponsors. To the extent possible, the format and organization of the document shall be similar to other TRMs currently available, for ease of comparison and update and potential merging with others in the future.

The contractor shall also provide email periodic project updates to the subcommittee and participate in teleconferences (organized and facilitated by NEEP) with NEEP, any technical advisor, and the Forum project subcommittee.

Task 4 Deliverables: These include:

- Draft and Final Technical Reference Manual including an Executive Summary and a Project Report Appendix to the TRM, consisting of a compilation of the deliverable memos from Tasks 2 and 3. The final report shall be provided in Microsoft Word and Adobe Acrobat formats.
- Periodic email updates including interim project materials.
- Participation in Forum subcommittee teleconference calls.
- Powerpoint presentation on Final TRM and project results and presentation to a meeting/teleconference.

SUMMARY OF TASKS AND DELIVERABLES

PROJECT TASKS	DELIVERABLES
Task 1: Identify and prioritize qualified EE measures to be included in the TRM.	A table or tables that identify selected end uses and measures to include in the TRM. <i>October 2009</i>
Task 2: Establish the energy, demand and resource savings approaches/protocols for specific measures, including algorithms, definitions of variables, and sources of information used in establishing the approach or protocol.	Memo to NEEP and project subcommittee summarizing results of Task 2, including: a summary of the commonalities and differences in savings assumptions for end uses and measures selected for inclusion in the TRM as a result of Task; recommendations of which assumptions to include in the TRM for each measure; documentation of the sources of the assumptions recommended. <i>November/December 2009</i>
Task 3: Develop recommendations for update.	Draft and Final Memos to NEEP and Project subcommittee recommending timeline, process, and scope of future updates to the TRM. <i>March 2010</i>
Task 4: Prepare draft and final reports. Participate in subcommittee teleconference calls.	Draft and Final Technical Reference Manual including an Executive Summary and a Project Report Appendix to the TRM,

<p>Prepare powerpoint on project results and give presentation at meeting/teleconference.</p>	<p>consisting of a compilation of the deliverable memos from Tasks 2 and 3. The final report shall be provided in Microsoft Word and Adobe Acrobat formats.</p> <p><i>Draft TRM: January 2010</i></p> <p><i>Final TRM: March 2010</i></p> <p><i>Final Project Report: April 2010</i></p> <ul style="list-style-type: none">• Periodic email updates including interim project materials.• Participation in Forum subcommittee teleconference calls.• Presentation on project results at a meeting/teleconference.
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4. GENERAL SUBMITTAL INFORMATION AND PROJECT SCHEDULE

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.

Contact and Communications

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

Elizabeth Titus, etitus@neep.org, 781-860-9177 x111

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

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 September 9, 2009th to NEEP contacts above. This information helps NEEP plan and administer the RFP.

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 September 9, 2009 will be posted and answered on the website.

RFP Submittal Format and Due Date

Bidders are required to submit electronic versions of their proposal to Elizabeth Titus and Julie Michals at the email addresses noted above.

The proposals should be submitted in both Microsoft WORD (97-2003) 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.

As noted above, the budget for this project available from the Forum is \$57,000.

Project Schedule

RFP release	September 2, 2009
Optional Intent to bid notice and Close of RFP question period	September 9, 2009
Electronic proposals due	September 22, 2009
Anticipated date of bidder selection	October 2, 2009
Anticipated contract start date	October 9, 2009
Draft TRM due:	Mid January 2010
Final TRM due	March 2010
Final Full Report (TRM plus Appendices)	April 15, 2010

The above schedule is subject to change by NEEP.

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 of NEEP.

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.

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 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.

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

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.**

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.

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.

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.

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.

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.

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					

Section 6: Exceptions to contract terms

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

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.

Section 8 (Appendix): Resumes

6. SELECTION PROCESS AND EVALUATION CRITERIA

A quick and straightforward selection and contracting process is planned with work scheduled to begin by late September/early October. 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.

RFP Evaluation Criteria/Scoring Matrix

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

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**NORTHEAST ENERGY EFFICIENCY PARTNERSHIPS, INC.**

And

[Contractor]**[contract number]**

THIS AGREEMENT (“**Agreement**”) is made between Northeast Energy Efficiency Partnerships, Inc. (“**NEEP**”) and **[NAME OF CONTRACTOR]** (“**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 Regional Evaluation, Measurement and Verification Forum (“**EM&V Forum**”) 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]** is a for-profit entity that works in the field of energy efficiency, and is willing to provide services in connection with this EM&V Forum project to support the potential adoption of consistent use of EM&V savings and reporting protocols in the region **[edit as needed]**.

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

1. Definition of Terms

“*Forum Participant*” for the purpose of this agreement means entities or organizations providing funding to this Forum Project (the ‘Project’), as described in Attachment A - Scope of Work.

“*Site*” means office or other location as designated by NEEP for which the Work is intended, to which the Work is to be delivered, or the Work is to be carried out (if not performed at the facility of the Contractor or others).

2. Scope of Services

NEEP shall enter into a contract with **[CONTRACTOR NAME]** to provide the services and deliverables for this Forum project **[TITLE OF PROJECT]**, as described in Attachment A, Scope of Work. This work product will be owned by NEEP on behalf of the Forum Participants. 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.

3. Compensation and Payment Schedule

As consideration for the services provided by Contractor, NEEP will pay [\$000,000] after satisfactory completion of the work described in Attachment A, Scope of Work, and delivery by Contractor of all products listed in the "Deliverables" section of Attachment A. Contractor will provide monthly reports to NEEP detailing its progress toward achieving the Deliverables, along with information showing 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. NEEP agrees to invoice remittance Terms of NET 60 days.

4. Term

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

5. 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.

6. 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 joint property of NEEP and the Contractor, and Contractor shall deliver copies of 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 in Paragraph 2 above to NEEP within 60 days after the termination date.

7. Relationship Between Parties

Contractor shall at all times be deemed to be an independent contractor. 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.

8. Assignment and Subcontracting

NEEP consents to the Contractor's entering into a contract with [NAME OF SUB-CONTRACTOR(s)] for the services and deliverables set out in Attachment A - Scope of Work.

9. Confidentiality

Contractor acknowledges that under this Agreement it may receive or be shown "Confidential Information" of NEEP, Forum Participants and/or Forum Participants' customers. Contractor promises not to disclose any "Confidential Information" without NEEP's prior written consent, and shall sign a copy of the Non-Disclosure Agreement attached to this Agreement at Attachment B. "Confidential Information" includes but is not limited to all information marked confidential by NEEP and/or Forum Participants, including: any personnel information relating to NEEP's staff, board, and operations; all intellectual property, proprietary information, and customer specific data used to support Forum research; and all processes, procedures, organizational/business affairs, plans and technical information that is of a secret or confidential nature as identified by NEEP and/or Forum Participants. Contractor will require any permitted sub-contractors it engages in order to carry out its work under this Agreement to sign an identical Non-Disclosure Agreement to the one in Attachment B.

10. 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.

11. Insurance

Contractor will maintain and keep in force throughout the period of this Agreement a policy of general liability insurance in the amount of \$1,000,000. 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.

Prior to the commencement of Work under the Contract Documents, Contractor shall provide NEEP with certificates of insurance as evidence of the above insurance requirements. Such certificates shall name NEEP as an additional insured party.

12. 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.

13. Background Checks

(a) With respect to any Contractor employee who (a) have badged access to a Forum Participant's Site; or (b) have access to a Forum Participant's information technology system or data contained therein, Contractor shall perform, prior to placement of, and after securing appropriate written authorization from, the applicable Contractor Personnel, a background screen consistent with the table set forth below. In addition, Contractor shall verify evidence of the identity and employment eligibility of each Contractor's personnel under U.S. immigration laws. This shall include compliance with the U.S. Citizenship and Immigration Service's I-9 process. Contractor shall use its best efforts to ensure that none of its Contractor Personnel pose a threat to the safe working environment at any Forum Participant's Site or a threat to the integrity of NEEP's business operations. NEEP shall have the right to audit the Contractor's compliance with these requirements including by requiring Contractor to provide an officer's certificate certifying such compliance, at any time and from time to time upon reasonable notice.

Level	Function	Checks Required	Disqualifiers
1.	Badged Access to Site	-- SSN Verification -- Federal, State, County criminal history	-- Name & SSN do not match -- No record of name or SSN -- Felony convictions - last 7 years -- Conviction for any crime against persons in the past three years
2.	IT System Access or data contained therein	-- Level 1 and Level 2 check as appropriate, plus: -- Education verification -- Professional certification / Credential verification -- Credit history	-- Education not verified -- Credentials not verified -- Adverse credit report

14. Notice of Completion - Verification

Contractor shall notify NEEP when it has completed the Work. NEEP will inspect and accept or reject the Work as promptly as practicable after delivery, except as otherwise provided in the

Contract Documents. NEEP shall inspect the Work and notify Contractor in writing either that: (1) the Work is satisfactory and Contractor has achieved Final Acceptance; or (2) all or parts of the Work do not conform to the Contract Documents. Contractor shall correct such non-conforming Work to suit NEEP's schedule, at Contractor's expense. NEEP's failure to inspect and accept or reject the Work shall not relieve Contractor from responsibility for Work which does not comply with the Contract Documents.

15. 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.

16. 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.

17. 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 U.S. mail, or sent by recognized overnight courier service to:

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
[STREET ADDRESS]
CITY, STATE ZIP CODE

18. 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.

19. 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.

Neither NEEP's payment of Contractor's final invoice issued in respect of the Work nor its verification that the Work has been completed shall be construed as a waiver of any of Contractor's warranty obligations or as acceptance of any deficient Work not discovered prior to such payment or during such verification.

20. 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, 20XX

NAME OF CONTRACTOR

Name:
Title:
Date: Month Day, 20XX

Attachment B. NEEP Non-Disclosure Agreement

The undersigned, _____, as a(n) _____ will be performing work under a Contract dated 20XX, between Northeast Energy Efficiency Partnerships ("NEEP") and _____ ("Contractor" / "Subcontractor"), and as a condition of such Contract agrees as follows:

1. The Contractor/Subcontractor shall not, at any time while carrying out work under the Contract 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 Confidential Information as defined herein. "Confidential Information" includes, but is not limited to, all information marked confidential by NEEP and/or Forum Participants, including: any personnel information relating to NEEP's staff, board, and operations; all intellectual property, proprietary information, and customer specific data used to support Forum research; and all processes, procedures, organizational/business affairs, plans and technical information that is of a secret or confidential nature as identified by NEEP and/or Forum Participants, and which is received in the course of the work being performed under the Contract.
2. Confidential information shall not include information that:
 - a. Is already known to the Contractor and was properly obtained by the Contractor 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 Contractor;
 - c. Is acquired in good faith from a third party and at the time of acquisition the Contractor 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 Contractor from information not defined as "Confidential Information" in this Agreement, as evidenced by Contractor's written records.
3. The undersigned may disclose Confidential Information to his/her employees, partners, or permitted sub-contractors or agents if and only if:
 - a. Such disclosure is necessary for the undersigned to perform his/her duties under the Contract;
 - b. The party to whom Confidential Information will be disclosed has executed and delivered to NEEP a Non-Disclosure Agreement in the form of this document; and
 - c. The undersigned has received written permission from NEEP to make such disclosure.
4. All records pertaining to the Confidential Information, whether developed by the undersigned or others, are and shall remain the property of NEEP.
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, NEEP 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.

Accepted and agreed to by:

Name of Contractor/Subcontractor and Title: _____

Address: _____

Date: Month Day, 20XX