



**REGIONAL EVALUATION,
MEASUREMENT & VERIFICATION FORUM**

**Request for Consultant
Proposals
(RFP)**

Incremental Cost Study

Issued by:

Northeast Energy Efficiency Partnerships, Inc
August 4, 2010

Questions and Notice of Intent to Bid Due:
August 24, 2010, 4:00 PM (EST)

Proposals Due
September 8, 2010, 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 2010, including this effort to develop common, up-to-date, documented electric and gas efficient measure incremental cost assumptions for a short list of priority measures.¹

The objectives of the Project are to develop electric and gas efficient measure incremental cost assumptions that will improve the ability of efficiency program planners, program administrators, program evaluators and regulators to:

- Retrospectively assess program cost-effectiveness;
- Prospectively estimate potential program cost-effectiveness to inform which measures and/or programs should be part of efficiency program portfolios; and
- Inform program design, particularly financial incentive levels.

Key project tasks include:

1. Kick-off meeting;
2. Secondary research to identify and assess existing incremental cost data that is potentially applicable and useful to the Northeast;
3. Recommendations for the measures for which primary data on incremental cost should be collected;
4. Primary data collection; and
5. Well written and documented reports on the project and its results.

NEEP intends to enter into a contract with a Consultant (or Consultant team), selected on behalf of the Forum, as a result of this RFP process. A NEEP project manager 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 September of 2010 and completed by April/May of 2011, with preliminary/draft findings available in January/February of 2011. However, we are open to considering suggestions for alternative timelines. The budget for the project is in the range of \$250,000 to \$275,000. It is expected that the selected consultant team will include senior, experienced EM&V experts.

¹ Note that the term incremental cost as it is used in this RFP is intended to encompass both (1) the difference in cost between a standard efficiency product a consumer would typically purchase and the cost of more efficient alternative products the consumer could purchase instead during naturally occurring equipment replacement contexts; and (2) the total cost of installing a measure in discretionary retrofit contexts.

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 a 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 Research and Evaluation Committee. A Subcommittee has been formed to assist in the management of the project. The composition of the subcommittee includes the following individuals:

Last Name	Organization	State(s)
Gail Azulay	NSTAR	MA
Mary Cahill	New York Power Authority	NY
Victoria Engel-Fowles	NYSERDA	NY
Dennis Hartline	Maryland Energy Administration	MD
Dave Jacobson	National Grid	MA, NY, RI, NH
Helen Kim	NYSERDA	NY
Dave Larson	National Grid	MA, NY, RI, NH
Daniel Norfolk	Maryland Public Service Commission	MD
Kim Oswald	Consultant to CT ECMB	CT
Ralph Prah	Consultant to MA EE Council	MA
Harvey Tress	New York Department of Public Service	NY
Pierre van der Merwe	VEIC	VT
Dave Weber	NSTAR	MA

For more information on the Forum, please see: <http://neep.org/emv-forum>.

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://neep.org/uploads/EMV%20Forum/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 of Approach

This section of the RFP provides an overview of the required perspective that responses to the RFP should take, as well as some optional elements that bidders may choose (but are not required) to address. Both the required perspective and the optional elements are summarized at the end.

As noted above, the objective of this Project is to develop incremental cost assumptions for a variety of efficiency measures that are commonly promoted through prescriptive consumer rebates.² There are a number of issues to consider in the development of a proposal and work plan for this project. A discussion of several important cross-cutting issues is presented in this Overview. Specific project tasks are discussed further below.

Priority measures: NEEP and the Subcommittee have developed a list of priority measures on which to focus. We have further subdivided the list into two sub-groups:

Top Priority Measures

- Residential central air conditioners
- Residential air source heat pumps
- Residential gas furnaces
- Residential furnace fans (e.g. ECM fans)
- Residential gas boilers
- Commercial unitary air conditioners
- Commercial gas boilers
- Residential insulation upgrades (attic, wall, basement)
- Residential air sealing

Second Priority Measures

- Large commercial HVAC measures (e.g. chillers)
- Variable Frequency Drives (separately for HVAC, fan and pump applications)
- Ductless mini-splits air conditioners and heat pumps (residential and commercial)

² That said, NEEP would be open to including one or two custom measures that are used frequently in DSM programs if bidders can make the case that assessing incremental costs for such custom measures would bring greater value than assessing incremental costs for other measures on the priority list. If the bidder is to propose including a custom measure in its work, it should carefully define the scenario it proposes to assess. That scenario may need to be refined through discussions with the Subcommittee.

- applications)
- Differential dual enthalpy economizers
- Energy management systems
- Commercial lighting fixtures and controls³

NEEP understands that it may not be possible to address all of these measures - perhaps not even all the top priority measures - within the \$250,000 to \$275,000 budget available for this project. We expect bidders to tell us which measures can be addressed within the available budget, as well as an estimate of how much it would cost to address the remaining measures. These estimates will inform possible future budgeting for a second phase of the project.

Different efficiency tiers: For measures for which there are potentially multiple tiers of efficiency (e.g. central air conditioners, for which SEER 14, 15, 16, 18 and perhaps other levels of efficiency may be of interest), the Contractor should plan to develop incremental cost estimates for different tiers of potential interest. This should include the lowest tier which efficiency programs often promote (often the ENERGY STAR level), the highest tier currently promoted in the industry or likely to be promoted in aggressive programs in the future, and - where appropriate - other tiers in between. Bidders should propose which efficiency tiers they would plan to address for each measure.

Existing buildings vs. new construction: NEEP understands that incremental costs - particularly the labor component of such costs (if any) - may be different for installations in existing buildings than for installations in new construction. Our first priority is to obtain incremental cost data for installation in existing buildings. However, we would welcome any insights bidders may be able to provide through their work on the likely differences for new construction (even if only approximate or qualitative).

Sub-Regional differences: The NEEP EM&V Forum covers states from Maryland and the District of Columbia at the southern end to Maine at the northern end. NEEP appreciates that pricing of efficiency measures may vary in different sub-regions of the Northeast, due to either product, or more likely, labor market variations. It may also vary between densely populated areas where labor and other costs are often higher (e.g. New York City) and less densely populated areas. In such cases, we would be interested in the perspective of bidders on whether such differences are likely to be large enough to warrant analysis at the sub-region (potentially including selected cities) level, and what project cost trade-offs such sub-regional analyses would create if pursued (e.g. obtaining data at the sub-region level in exchange for analyzing fewer measures).

Incremental cost definitions: Two definitions of incremental cost are potentially of interest. The first is the simple difference between the initial "retail" price that end use consumers pay for the efficient measure and the alternative price they pay for the comparable baseline measure. This includes both any difference in initial equipment or capital costs and any difference in initial installation or labor costs (where relevant). The second definition is the difference in the retail price as just described, minus the cost of non-efficiency attributes such as longer warranties, quieter operation, etc. that are typically bundled with the efficiency upgrades (where relevant). This second definition is a truer reflection of the incremental cost to society of efficiency. It recognizes and adjusts for the fact that efficiency improvements are often bundled with other features with the bundle sold as a "premium product".

³ Work on these measures may require less effort than on some others because several utilities can supply primary data on the cost of the efficient products.

NEEP and its Subcommittee would ideally like to be able to obtain incremental cost estimates using both of these definitions. While it is our preference to obtain the data necessary to estimate average incremental costs under the second definition, we recognize that obtaining this data may add challenge and cost to the project. Therefore, our first priority is to develop incremental cost estimates that are consistent with the first definition (i.e. the simple difference in retail price).⁴ We will entertain proposals to also estimate incremental costs under the second definition. If a bidder wishes to propose work to develop estimates under the second definition (this is not required), we ask that your proposal make clear the cost of that part of your work so that we can understand any trade-offs (e.g. obtaining data for two definitions in exchange for analyzing fewer measures). In either case, the Contractor should identify when an efficient feature is typically bundled with other features (i.e. when consumers are typically forced to purchase other features to obtain an efficiency upgrade) and provide a *qualitative assessment* of the non-energy benefits that consumers “buy” when they purchase the efficient product.

Initial cost vs. life-cycle cost: It should be emphasized here that the focus of this project is on first cost or initial cost of a measure, not changes in on-going or future operation and maintenance (O&M) costs. However, it would be useful for the Contractor to identify any measures for which it believes that there are differences (greater or lesser) in O&M costs between the baseline measure and the high efficiency measure. It would also be useful for the Contractor to provide estimates of incremental O&M costs when providing such estimates is possible without significant additional effort.

Full cost vs. incremental cost: NEEP recognizes that incremental cost data could potentially be obtained from the market in one of two ways: (1) by the full cost (equipment cost or equipment cost plus installation cost, in cases where installation cost is appropriate to include) of both baseline and efficient equipment, respectively, and calculating the difference between the two; or (2) obtaining the difference between the two directly from market sources. While we would accept data in either form, our preference would be to obtain data the first way - i.e. estimates of the full cost of both baseline equipment and efficient alternatives. Data in that form would have greater value because they would inform not only programs that are attempting to influence purchases at normal time of sale (where only the difference in cost between what is purchased and what would have been purchased is important), but also programs promoting early retirement retrofits of old but still functioning equipment (where total cost of what is purchased is important).

Summary: As the discussion above makes clear, there are a number of important nuances to any approach to gathering data and assessing incremental costs of efficiency measures. Thus, we want to make clear that the core of what NEEP is seeking through this RFP is an assessment of the average incremental retail prices across the Northeast region for measures promoted to existing buildings through prescriptive program designs. Bidders are invited (but not required) to provide proposals that address a variety of optional additional perspectives discussed above and summarized as follows:

- Inclusion of one or more custom measures;
- Incremental costs in new construction;
- Incremental costs in important sub-regions;

⁴ The principal focus is on retail prices because we are primarily interested in efficiency measures that are promoted through prescriptive consumer rebates. We are not focused on bulk purchasing or other less traditional types of programs. That said, NEEP would also be interested in simultaneously obtaining data on wholesale prices when appropriate (e.g. for measures conducive to “upstream” rebates) and relatively easy to obtain.

- Incremental wholesale costs;
- Incremental retail price differences after adjusting for the cost of other non-energy features that may be bundled with efficiency features; and/or
- Incremental O&M costs.

The final disposition of any optional extras will be decided in a kick-off meeting with NEEP and members of the subcommittee.

B. Project Client

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. 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 Project Committees on final drafts; and
- Project Committees provide recommendation to Steering Committee to adopt Forum product.

C. Project Tasks

Task 1: Kick Off Meeting.

The Contractor will participate in a kick-off meeting, via conference call, with the NEEP project manager and a subcommittee of Forum members. The purposes of the meeting will be to introduce the Contractor to the subcommittee, review the Contractor's proposed approach to the scope of work and the timeline for completing it, discuss any questions or feedback subcommittee members may have on the work plan or timeline, identify any data or information the Contractor may wish to obtain from subcommittee members and discuss communication protocols for the project. The Contractor will be responsible for scheduling of the meeting, developing the meeting agenda, hosting the meeting, running the meeting, drafting and distributing notes from the meeting, and drafting and distributing a revised scope of work for the project if discussions lead to changes. Each of these responsibilities will be coordinated with the NEEP project manager.

Deliverables: Agenda, Minutes of meeting, Draft Revisions to Scope of Work (if any).

Task 2: Research Existing Data and Studies.

As discussed briefly above and in more detail below, NEEP expects this project will involve collection of primary data from the Northeast regarding incremental costs of several efficiency measures. However, NEEP recognizes that primary data collection can be both resource and time-intensive. Before embarking on such efforts to collect primary data, NEEP and the Subcommittee members want to make sure we are aware of all potentially relevant incremental cost data or information that is already publicly available and potentially "good enough" for use today in the Northeast. This will enable us to work with the Contractor to prioritize primary data collection efforts that will be pursued in Task 3.

In this task the Contractor will research and collect measure cost information that is available today or in the process of being developed (i.e. will be available soon). The Contractor will also assess the available information to draw preliminary conclusions regarding its applicability and usefulness to NEEP and the Subcommittee members. Such assessments shall take into account how old the data are, any geographic issues (e.g. whether one would reasonably expect equipment or labor costs on the West Coast to apply reasonably well to the Northeast), the quality of the data and any other factors that may be appropriate.

Based on the results of its analysis, the Contractor will develop recommendations regarding (1) the measures for which it believes there is already incremental cost information that is sufficiently robust to meet the needs of NEEP and the Subcommittee; (2) specific incremental cost assumptions it believes the Northeast should use for such measures (based on the existing data reviewed); and (3) the measures the Contractor believes should be prioritized for primary data collection efforts in Task 3. These recommendations, with supporting explanations, shall be provided in the form of a memo with appended documentation as necessary. The Contractor will also present the recommendations to NEEP and the Subcommittee in a Power Point presentation during a conference call.

Following the conference call, the Contractor will work with NEEP to finalize the list of priority measures for primary data collection.

Deliverables: List of existing data or studies, Copies of reports documenting existing data or studies, Memo presenting recommendations, Presentation summarizing recommendations.

Task 3: Primary Data Collection and Analysis.

In this task the Contractor will develop a primary data collection work plan, collect primary data, analyze them, and develop estimates that can be used to address the cost-effectiveness screening and program planning/design objectives discussed above. All data collected should be organized and stored in an Excel spreadsheet and provided to NEEP. The data should be in a sufficiently "clean" form and with a "key" if necessary to enable possible additional future analysis by NEEP or other members of the Subcommittee. The files should be "cleansed" of all confidential information (e.g. names of businesses that provided the information).

Bidders should describe the approach they would take for each measure in this task. This should include what kind of data will be collected, from whom it will be collected, and how it will be collected. It will be important to address how incremental cost estimates will be developed and presented for a variety of different sizes, capacities or volumes (whether HVAC equipment capacity, square footage of insulation or levels of air leakage reduction). We observe that incremental costs are often estimated or presented as linear functions of size. If that is the approach to be taken, we would expect the Contractor to demonstrate that cost data suggest such linearity. Bidders should also include an explanation for how accuracy will be maximized, how bias will be minimized, and why the proposed approach strikes the appropriate balance between accuracy and cost.

Deliverables: Primary data collection work plan, Excel spreadsheet containing raw data collected.

Task 4: Reports

The Contractor shall prepare a draft report for review and comment by NEEP and the Subcommittee. The report should include an Executive Summary, a detailed description of methodology used (so the approach could be replicated by a different contractor in the future if desired), presentation of key results or findings, recommendations for priorities for additional work in a possible second phase of the project, and appendices as appropriate. The draft report will be discussed with NEEP and the Subcommittee in one or (if necessary) more conference calls. Following feedback on the draft, the Contractor will produce a final report that will be published by NEEP.

Deliverables: Draft and final reports (Microsoft Word and Adobe Acrobat formats), Presentation to and discussion with NEEP and Subcommittee.

Task 5: Project Management

The Contractor will be expected to manage the project to high standards of quality and timeliness. To ensure that the project progresses smoothly and well, the Contractor will be expected to provide to NEEP, every two weeks, written or oral updates on project progress, any issues or concerns encountered, and recommendations for resolving such issues.

The Contractor will also be expected to present the final results of the project at an EM&V Forum meeting.

Deliverables: Project updates every two weeks, Presentation at EM&V Forum meeting.

D. Project Budget and Schedule

It is intended that this work be started in September of 2010 and completed by April/May of 2011, with preliminary/draft findings available in January/February of 2011. That said, NEEP is open to suggestions for different timelines if bidders believe they would be necessary to produce quality work products.

SUMMARY OF TASKS AND DELIVERABLES

PROJECT TASKS	DELIVERABLES
Task 1: Kick-off Meeting	<ul style="list-style-type: none"> ▪ <i>Agenda</i> ▪ <i>Meeting Minutes</i> ▪ <i>Revisions to Draft Scope of Work</i>
Task 2: Research Existing Data and Studies	<ul style="list-style-type: none"> ▪ <i>List of existing data and studies</i> ▪ <i>Copies of reports documenting existing data or studies,</i> ▪ <i>Memo presenting recommendations,</i> ▪ <i>Presentation to NEEP and Subcommittee summarizing recommendations (likely 1 meeting)</i>
Task 3: Conduct Primary Data Collection	<ul style="list-style-type: none"> ▪ <i>Primary data collection work plan</i> ▪ <i>Excel spreadsheet containing raw data collected</i>

PROJECT TASKS	DELIVERABLES
Task 4: Reports	<ul style="list-style-type: none"> ▪ <i>Draft report</i> ▪ <i>Presentation to and discussion with NEEP and Subcommittee (likely two meetings)</i> ▪ <i>Final report (Microsoft Word and Adobe Acrobat formats)</i>
Task 5: Project Management/Meeting Participation	<ul style="list-style-type: none"> ▪ <i>Project updates every two weeks</i> ▪ <i>Presentation of final results at a Forum meeting</i>

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.

A. Contact and Communications

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

Denise Rouleau, deniserouleau@comcast.net

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

Cecily McChalicher, cmcchalicher@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 August 24, 2010 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 August 24, 2010 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:

Denise Rouleau, deniserouleau@comcast.net

Elizabeth Titus, etitus@neep.org

Cecily McChalicher, cmcchalicher@neep.org

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

D. RFP Schedule

RFP release	August 4, 2010
Intent to bid notice	August 24, 2010
Close of RFP question period	August 24, 2010
Electronic proposals due	September 8, 2010
Anticipated date of bidder selection	September 23, 2010
Anticipated contract start date	September 30, 2010

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. Preference will be given to bidders whose teams include individuals with direct experience with frequent purchases of one or more of the priority measures listed in Section 3A. Changes in proposed key staff members may not be made during the execution of the work without written approval of 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 a concise yet complete description of the bidder's approach and capabilities for satisfying the required services outlined in this RFP. **Excessive length is discouraged.** In addition, bidders are encouraged to proactively present additional information and responses, not specifically requested, that help demonstrate understanding of this project's objectives and needs as well as the 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);
- Conflicts of Interest (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 XYZ.

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	2010 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 evaluating 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 8 (Appendix): Resumes

Include resumes for key staff noting relevant experience and expertise

6. SELECTION PROCESS AND EVALUATION CRITERIA

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

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. The range of measures which the Contractor proposes to address within the prescribed project budget
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. Conflicts of Interest		
8. Resumes (Appendix)		

APPENDIX B: NEEP PROFESSIONAL SERVICES AGREEMENT

REGIONAL EVALUATION, MEASUREMENT AND

VERIFICATION FORUM (“EM&V FORUM”)

CONTRACTOR TERMS & CONDITIONS (1/13/10 Version)

1. DEFINITION OF TERMS

Defined Terms. For purposes of these Terms and Conditions and as used in this Agreement and all related Purchase Orders issued hereunder incorporating these Terms and Conditions, the following commonly used terms are defined as follows:

- 1.1 *“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 - Forum Participants
- 1.2 *“Company”* shall mean “NEEP” or one of the “Forum Participants” that will contract directly with the Contractor for the Project.
- 1.3 *“Site”* means office or other location as designated by Company for which the Project is intended, to which the Project is to be delivered, or the Project is to be carried out (if not performed at the facility of the Contractor or others).
- 1.4 *“Purchase Order”* - Purchase Orders may be issued by Company for services from Contractor including all documents therein designated as being a part of this Agreement and all amendments thereto (“Amendments”). This Agreement and all related Purchase Orders issued hereunder constitutes the entire agreement between Company and Contractor. The Purchase Order shall reference the terms and conditions of this Agreement and any Supplemental Conditions between the parties.
- 1.5 *“Contractor”* - The business entity (firm or individual) identified as such in this Agreement and all related Purchase Orders issued hereunder and their legally appointed representatives, to the extent such representation is approved by Company. Contractor shall also be responsible for cascading all requirements of this Agreement to their subcontractors performing under the provisions of this Agreement.
- 1.6 *“Project”* - In its totality, the complete scope of work to be performed and provided as defined by Company and agreed to by Contractor for a specified period of time and cost.
- 1.7 *“Subcontractor”* - Any business entity (firm or individual) regardless of tier, which the Contractor may retain during the term of this Agreement to provide services in support of the project. Contractor shall remain fully responsible for all such services provided by its Subcontractor(s) of any tier.

1.8 “Agreement” - The “Agreement” consists of a binding document between Company and Contractor encompassing the terms and conditions set forth herein and agreed to by the parties executed under separate cover. These terms and conditions will apply to either NEEP, acting on behalf of the Forum Participants, or the Forum Participant(s) contracting directly with the Contractor.

2. PURCHASE ORDERS

2.1 Company shall provide and Contractor shall accept compensation for the Project in accordance with the terms of this Agreement and all related Purchase Orders that may be issued by the Company, and any changes thereto.

2.2 Any changes in the Price, either to adjust for changes in the estimated costs or for other cost elements applicable to the Project, shall be incorporated into the Purchase Order, and this Agreement. Company will not compensate the Contractor for amounts in excess of the Agreement Price.

2.3 Contractor shall be liable for and pay all taxes, contributions and penalties, including interest thereon, that are required or imposed by law in connection with the Project, including, but not limited to, federal, state or local sales, use, excise, consumer, employment (including, but not limited to, FICA, pension obligations and fees), unemployment compensation, workers’ compensation, old age retirement benefits, life pensions, annuities and similar taxes or benefits, which may now or hereafter be imposed by law or collective bargaining agreements applicable to labor, services, goods or materials with respect to performance of the Project.

2.3.1 Contractor shall indemnify, defend and save harmless Company, its affiliates, officers, directors, employees, agents, successors and assigns, from and against any and all liability for taxes, contributions and penalties, including the interest thereon, resulting from any Purchase Order(s) issued in accordance with this Agreement, for the services performed thereunder.

2.3.2 If Contractor fails to pay said taxes, contributions and penalties, and interest thereon, Company shall have the right, but shall not be obligated, to pay the same. Contractor agrees to reimburse Company for all taxes, contributions and penalties, including interest thereon, assessed against Contractor and paid by Company upon demand or at the same time that final payment is due, at the Company sole option, in accordance with this Agreement.

3. INVOICING

3.1 Contractor shall submit invoice(s) in accordance with the Agreement Price and all related Purchase Orders issued under this Agreement issued by Company, and shall include and be supported by documentation, explanation and any other information necessary to substantiate, to Company satisfaction, all amounts being invoiced.

3.2 Each invoice shall reference Company Purchase Order Number if one is issued.

- 3.3 For Professional Hourly Rate Purchase Orders, Contractor shall submit, on a monthly basis, its invoice applicable to reimbursable costs, in accordance with the Scope of Work and Purchase Order(s), for services satisfactorily performed during the previous month.
- 3.4 Fixed price Agreements, or Agreements on which fixed amounts of compensation are due based on milestone achievements or deliverables, shall be invoiced by the Contractor upon completion of such Services satisfactory to Company.
- 3.5 Company will pay the Contractor Net Sixty (60) days from receipt of an acceptable invoice. Unacceptable invoices may, at Company option, be adjusted and paid as adjusted, or returned to the Contractor for correction and re-submittal.
- 3.6 Upon completion of the Contractor's Services to Company satisfaction pursuant to the "Schedules" established by Company, Contractor shall submit its final invoice marked "Final Invoice" for all Project work performed. The final invoice, in addition to billing for any and all final period costs, shall summarize all previous invoices and payments made for the Project and indicate the total final Project amount. Company will pay Contractor for all final approved costs not in excess of the prices established in this Agreement.

4. TERMINATION

- 4.1 **Termination Without Cause.** Company may, at any time for any reason, by written notice to the Contractor, terminate, in whole or in part, of this Agreement regarding Contractor's performance hereunder. Such termination shall be effective upon the date set forth in the written notice and, upon receipt of said notice, the Contractor immediately shall turn over and deliver to Company all technical data and other information and materials related to the terminated Project which are within the Contractor's possession or control. The Contractor understands and agrees that, in the event it fails or refuses to comply with the turnover and delivery obligations set forth herein, the Contractor shall not be entitled to any amounts due and owing as of the date of termination for services previously rendered under this Agreement, as well as any amounts otherwise payable hereunder for termination costs until such turnover has been fully complied with by the Contractor.
- 4.2 Upon termination hereunder, Company shall pay 1) all amounts due and owing up to the effective date of termination, and 2) a reasonable amount, mutually agreed upon between Company and the Contractor, representing the Contractor's costs and expenses incurred as a result of the termination. Such amounts shall in no event include an item or claim for loss of anticipated profit. Further, in no event shall the aggregate payments to Contractor exceed the Agreement Price.
- 4.3 **Termination With Cause.** Either Party may terminate the Agreement upon breach by the other Party of any material provision under the 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.

- 4.4 If the Project to be done shall be abandoned by the Contractor, or if the Contractor assigns or subcontracts all or any part of this Agreement without Company’s previously obtained written consent, or if the Contractor loses control of the Project from any cause, except for force majeure events, or if the Contractor refuses, or neglects to provide sufficient and properly skilled or other labor, or fails in any respect to prosecute the Project with diligence, or if the Contractor is violating any of the conditions or covenants of this Agreement, or it is not executing the Project in good faith, or is not executing or performing the Project on schedule, or should Contractor become insolvent, Company may, by written notice to the Contractor, terminate, in whole or in part, this Agreement, or the Contractor’s performance of Project hereunder, or both. Such termination will be effective upon the date set forth in the written notice and, upon receipt of said notice, the Contractor immediately shall turn over and deliver to Company all technical data and other information and material relating to the terminated Project which are within the Contractor’s possession or control. The Contractor understands and agrees that, in the event the Contractor fails or refuses to comply with the turnover and delivery obligations set forth herein, the Contractor shall not be entitled to any amounts due and owing as of the date of termination for services previously rendered under this Agreement until such turnover has been fully complied with, as determined solely by Company.
- 4.5 Upon termination for default, Company may take over the terminated Project and prosecute the same to completion. In such event, the Contractor and its insurers shall be liable to Company for all direct transitional administrative costs and expenses incurred by Company to engage another Contractor and for all costs to complete the said terminated Project.
- 4.6 The Contractor’s compensation in the event of termination for default shall be limited to the amounts for services rendered up to the date of termination. No amount shall be paid or payable by Company for the Contractor’s termination costs, including but not limited to demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.
- 4.7 **Funding Contingency.** Company reserves the right to rescind, cancel, or suspend the Agreement if funding is withdrawn by Company’s funding sources for the services being provided under the Agreement. Any such rescission, cancellation, or suspension shall be effective immediately upon the Contractor’s receipt of written notice from Company and the Company will have no further obligation to the Contractor.

5. OBLIGATIONS IN THE EVENT OF TERMINATION

- 5.1 Upon termination, all Projects, materials, information, protocols, processes, data, results, Project product, and other items conceived, created, developed, or produced by Contractor, whether finished or unfinished, under this Agreement (“Projects and Materials”) shall become the joint property of Company and the Contractor, and Contractor shall deliver copies of all such materials to Company immediately. Company 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 this Agreements Scope of Project to Company within 60 days after the termination date.

6. RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR

- 6.1 Contractor shall at all times be deemed to be an independent Contractor. Neither Contractor nor its Subcontractor, nor the employees of either, shall be deemed to be the servants, employees, or agents of Company. 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 Company and Contractor. Contractor acknowledges and agrees neither it nor any of its officers, directors or employees is an employee of Company 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. Company 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

- 7.1 Contractor shall not assign any part of this Agreement, nor subcontract any portion of this Project, nor assign any moneys payable under this Agreement, without first obtaining the written consent of Company. Any assignment or subcontracting by Contractor or its Subcontractor without written consent of Company shall be considered null and void from inception. Company authorized assignments or subcontracting shall not relieve Contractor of the responsibility for full compliance with the requirements of this Agreement.

8. AUDIT AND MAINTENANCE OF RECORDS

- 8.1 Company reserve the right at any time, and at Company expense, to audit the Contractor's books and records at the locations where such books and records are maintained insofar as they pertain to charges invoiced to Company, as a basis for any claim, or any other costs pertinent to Services provided under this Agreement. Such audits may be performed by Company employees or by professional auditing firms or both. Audits of charges invoiced may include, but shall not be limited to, verification of hours and the position job titles and pay levels of Contractor's employee charges, subcontractor and materials invoices and evidence of business expenses reimbursed. Any discrepancy, which Company alleges to exist will be brought to Contractor's attention in order to enable Contractor to investigate the facts. If Company agrees that a discrepancy exists, an adjustment will be made on the next applicable invoice issued, or if no further invoice is likely, Contractor will issue a refund to Company within thirty (30) days thereafter.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 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 the Agreement.
- 9.2 The Contractor shall ensure that all services meet or exceed the level of quality specified in this Agreement or if not specified of the best quality appropriate for the intended

- purpose. As requested, the Contractor shall demonstrate to Company that the Project performed is in compliance with the requirements specified in this Agreement. The Contractor shall make records available for Company's verification of this compliance.
- 9.3 The Contractor shall use its best efforts and ensure that all services are performed with the highest degree of skill and care required by customarily accepted good and sound professional practices and procedures. The Contractor, in supplying such services under this Agreement, guarantees that the Project will be as required by this Agreement; will be accurate, correct and fit to serve its intended function as stated in this Agreement, or as may be reasonably implied. The Contractor further guarantees its performance of services will comply with applicable codes, standards and governmental regulations having jurisdiction over such Project.
- 9.4 In the event the Contractor fails to meet the foregoing requirements, the Contractor shall be liable to Company to:
- correctly re-perform, at its sole cost and expense, those services which failed to meet such degree of skill and care;
 - assume the cost of repairing, replacing or correcting defective or damaged equipment, materials or structures purchased or built in reliance upon designs, plans, drawings or specifications which fail to meet such degree of skill and care or perform its/their intended function.

10. TITLE TO PLANS AND SPECIFICATIONS

- 10.1 Any information, analyses, conclusions, reports, drawings, and specifications prepared by Contractor pursuant to this Agreement shall be the sole property of Company. Company may use information contained therein for any purpose whatsoever, including construction, maintenance, operation, modification, replacement, and repair. Contractor may retain a copy of such documents for its internal use only, but may not release any information contained therein without prior written consent of Company.

11. PATENT INFRINGEMENT AND INDEMNIFICATION

- 11.1 All royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Project shall be included in the Agreement Price. Contractor shall satisfy all demands that may be made at any time for such royalties or fees.
- 11.2 The Contractor guarantees that all Project information and material provided by the Contractor under this Agreement shall be free from claims of patent, copyright, and/or trademark infringement.
- 11.3 The Contractor shall indemnify, hold harmless, and, at Company's option, defend Company and its affiliates and their officers, directors, employees, agents, servants, and assigns from and against all claims, losses, costs, damages, suits, actions, and proceedings for actual or alleged infringement of any patent, copyright, or trademark resulting from any sale, use, or manufacture of any item delivered hereunder, and pay and discharge all

judgments, decrees, and awards rendered therein and bear all expenses and legal fees associated therewith.

- 11.4 In the event of any adjudication that this Agreement, or any part thereof, infringes any patent, copyright, or trademark or in the event that the use of any part of the Project is enjoined as a result of any claim that the Project infringes any patent, copyright, or trademark the Contractor shall, at its sole expense, either: a) procure for Company the right to continued use, or b) without impairing performance capability, replace the infringed Project with substantially equivalent noninfringing Project, or modify such Project so it can become noninfringing.
- 11.5 The Contractor shall obtain from its Subcontractor, for Company's benefit, agreements similar to those contained in this Section 11.0.
- 11.6 Notwithstanding any other provision of this Agreement, this Section 11.0 shall survive the termination or expiration of this Agreement.

12. INVENTIONS, PATENTS AND COPYRIGHTS

- 12.1 Any and all Project materials, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents or trademarks thereof, that may be conceived or made by the Contractor or Contractor's partner(s), employee(s), agent(s), vendor(s), Contractor(s), supplier(s) or any other party employed by Contractor, or Subcontractor to Contractor of any tier, to satisfy its obligation under this Agreement shall be Project made for hire and shall be deemed the property of Company. All such Project materials, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of Projects contained in 17 U.S.C. Section 101 *et seq*, and any subsequent revisions thereof. The Contractor and/or Contractor's partner(s), employee(s), agent(s), vendor(s), Contractor(s), supplier(s), or any other party employed by Contractor, or Subcontractor to Contractor of any tier, to satisfy its obligation under this Agreement shall promptly furnish Company with complete information, including, without limitation, a written description thereof giving the date of the Project, invention or expression and naming the inventors or authors and others involved in the development or writing of the Project, invention or expression. Company shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any Projects, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental Projects, descriptions, diagrams and other data generated in performance of the Project pertaining to any and all Projects, expressions, inventions, ideas, discoveries, improvements and developments covered by this Agreement shall be available at reasonable times to Company.
- 12.2 Contractor shall assist Company in the implementation of this Section 12.0 by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyrightability of each disclosure, by assisting Company in the prosecution

of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with Company. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between Company and Contractor.

- 12.3 In order to further effectuate the provisions of this Section 12.0, Contractor agrees to deliver to Company either 1) agreements in the form of Appendix “A” hereto, “Non-Disclosure Agreement”, executed by Contractor and each partner, agent, employee, vendor, Contractor, Subcontractor and any other party employed by Contractor to satisfy its obligations under this Agreement, and any employee of any of the foregoing Company, or 2) a written statement from Contractor representing and warranting that it has in place written, binding agreements in the form of Attachment B (Non Disclosure) for any and all entities and persons it will utilize to satisfy its obligations under this Agreement.

13. INSURANCE

- 13.1 Prior to the commencement of Project under the Contract Documents, Contractor shall provide Company with certificates of insurance as evidence of the insurance requirements below. Such certificates shall name Company as an additional insured party, including its affiliates and subsidiaries.
- 13.2 Such certificates, and any renewals or extensions thereof, shall provide that at least thirty (30) days prior written notice shall be given to Company in the event of any cancellation or diminution of coverage and shall outline the amount of deductibles or self-insured retentions which shall be for the account of Contractor. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by Company.
- 13.3 Unless otherwise specified in this Agreement, minimum insurance requirements are as follows:
- 13.4 Workers’ Compensation and Employer’s Liability insurance coverage shall be provided in accordance with the Workers’ Compensation laws of the states wherein operations under this Agreement are to be carried on. Minimum limit for Employer’s Liability coverage is \$500,000 each accident. Wherever the exposure is present, coverage under the U.S. Longshoremen’s and Harbor Workers’ Compensation Act or Jones Act shall be required.
- 13.5 Commercial General Liability, covering all operations to be performed under this Agreement, with minimum limits of:

Bodily Injury
and
Property Damage combined single limit \$1,000,000 per occurrence.

This policy shall include Contractual Liability and shall include the Company as an additional insured for all coverages therein.

- 13.6 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with the Services provided under this Agreement with minimum limits of:

Bodily Injury
and
Property Damage combined single limit \$1,000,000

- 13.7 Umbrella Liability Insurance with coverage for Commercial General Liability, Commercial Automobile Liability and Employer's Liability with a minimum liability limit of in the amount of \$1,000,000 per occurrence
- 13.8 Contractor shall provide Professional Liability coverage with a limit of liability of the greater of \$500,000 or the value of this Agreement.
- 13.9 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by Company, will be acceptable in lieu of securing and maintaining one or more of the coverage's required in this Insurance Section.
- 13.10 Contractor shall waive all rights of recovery against Company and its affiliates and subsidiaries for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Contractor.
- 13.11 Reservation of Rights - If any policy should be canceled before Final Payment by Company to the Contractor and the Contractor fails immediately to procure other insurance as specified, Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Agreement.
- 13.12 Contractor shall furnish Company with copies of any incident report(s), including those sent to Contractor's insurance carrier(s), covering incidents or accidents occurring in connection with or as a result of the performance of the Project performed under this Agreement.
- 13.13 Contractor represents that it has full policy limits available and shall notify Company in writing when coverage's required herein have been reduced as a result of claim payments, expenses, or both.
- 13.14 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its services under this Agreement, or limiting, diminishing, or waiving Contractor's obligation to indemnify, defend and save harmless Company in accordance with this Agreement.

14. INDEMNIFICATION

- 14.1 To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless Company, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Company"), from any loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, as they exist on the effective date of this Agreement, or arise at any time thereafter, (including but not limited to fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between Contractor and an Indemnified Party or between an Indemnified Party and any third party or otherwise) arising out of any damage or injury to property of Company, Contractor and/or third party (including real property, personal property and environmental damages), persons (including injuries resulting in death), or

economic damages, directly or indirectly caused by or arising out of or in any way connected with this Agreement, or the Project performed thereunder, or any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors and suppliers. Company shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Company.

- 14.2 Contractor shall take prompt action to defend and indemnify the Indemnified Company against claims, actual or threatened, but in no event later than notice by Company to Contractor of the service of summons, complaint, petition or other service of process against Company alleging damage, injury, liability, or expenses attributed in any way to this Agreement, the Project, or the acts, fault, negligence, equipment, facilities, personnel, or property of the Contractor, its agents, employees, Subcontractors or suppliers. Contractor shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Contractor understands and agrees it is responsible for any and all costs and expenses incurred by Company to enforce this indemnification provision. The obligations set forth herein shall survive completion of the Project and termination of this Agreement for any reason.
- 14.3 Contractor intends that its indemnity obligation to each party indemnified herein for claims related to or brought by anyone directly or indirectly employed by Contractor or Contractor's subcontractors shall not be limited in any way by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Contractor hereby waives immunity under such acts to the extent such acts would bar recovery under, or full enforcement of, Contractor's indemnity obligation.

15. BACKGROUND CHECKS

- 15.1 Contractor shall be wholly and solely responsible for all acts of its personnel while engaged in the Project. Any illegal acts, including but not limited to terrorism affecting the property and personnel of the Company, by Contractor or Subcontractor shall be considered grounds for finding the Contractor in default and terminating this Agreement and all affected Purchases Orders issued by Company in accordance with Article 4, in addition to other rights or remedies available Company under applicable law.
- 15.2 Additional Background Check requirements may be required by the Forum Participants as outlined under separate cover.

16. NOTICE OF COMPLETION - VERIFICATION

- 16.1 Contractor shall notify Company when it has completed the Project. Company will inspect and accept or reject the Project as promptly as practicable after delivery, except as otherwise provided in the Contract Documents. Company shall inspect the Project and notify Contractor in writing either that: (1) the Project is satisfactory and Contractor has achieved Final Acceptance; or (2) all or parts of the Project do not conform to the Contract Documents. Contractor shall correct such non-conforming Project to suit Company schedule, at Contractor's expense. Company failure to inspect and accept or reject the

Project shall not relieve Contractor from responsibility for Project which does not comply with the Contract Documents.

17. FORCE MAJEURE

17.1 Any delay of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by Company or its affiliates' employees, court injunction or order, federal and/or state law or regulation, or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the party affected, 2) such events were unforeseeable by the affected party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) said affected party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected party to the other; and 5) the party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of said notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays, such extension shall be the sole remedy and compensation for each force majeure event. Notwithstanding the foregoing, Company shall have the right to terminate this Agreement and all related Purchase Orders issued hereunder.

18. RIGHTS, CLAIMS AND DISPUTES

18.1 Any claim which Contractor may have against Company arising out of this Agreement shall be presented in writing to Company not later than fifteen (15) days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant fact and data (including any applicable Purchase Order or Agreement provision) which support the claim. Contractor shall furnish any additional information, which Company may require to enable it to evaluate and decide the claim.

18.2 FAILURE TO SUBMIT ANY CLAIM IN THE SAID 15-DAY PERIOD SHALL CONSTITUTE A WAIVER ON THE CONTRACTOR'S PART FOR ENTITLEMENT TO EITHER ADDITIONAL REIMBURSEMENT OR AN EXTENSION OF TIME.

18.3 Any dispute between Company and the Contractor with respect to this Agreement, or the Services to be provided thereunder, or both, which cannot be resolved in the normal course by the respective representatives of Company, shall be referred to the responsible officers of Company and Contractor for resolution. Notwithstanding the existence of a dispute or dissatisfaction with the manner in which it was resolved or the lack of any such resolution, Company shall be obligated to maintain payments not in dispute to the Contractor and the Contractor shall be obligated to proceed with its performance of this Agreement (including any such disputed Project), unless otherwise directed by Company.

19. CONFIDENTIALITY

19.1 The provisions of the Non-Disclosure Agreement, dated _____ 2010, are incorporated herein and executed under separate cover.

- 19.2 Contractor has provided a written binding representation and warranty as stated above. If Contractor has any question about whether information is proprietary, it shall contact Company prior to disclosing such information for a determination as to its proprietary status. Contractor will require any permitted subcontractors it engages in order to carry out its Project under the Agreement to sign an identical Non-Disclosure Agreement to the one in Attachment B.
- 19.3 The obligations of Contractor regarding any of the above terms and conditions shall survive the completion or termination of this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY

- 20.1 Contractor shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto.
- 20.2 The Contractor agrees to fully comply with such provisions, and any amendments thereof. In addition, all subcontracts and agreements that the Contractor enters into to accomplish the Project under the terms of this Agreement shall obligate such subcontractors to comply with such provisions.

21.0 THIRD PARTY ITEMS

- 21.1 In the event that Contractor employs Subcontractor (s) (with Company's prior written approval) for any services associated with this Agreement or directly purchases equipment or materials to be used in the Project, the Contractor shall: 1) ensure that the appropriate provisions of this Agreement are applied in such subcontract(s) in the best interests and protection of Company and Forum Participants' and, 2) ensure that Company, via Contractor's billings, receives full benefit of commercial discounts, favorable rates and all guarantees made available by its vendors and/or Subcontractors of any tier.
- 21.2 It is understood that Company shall have full rights of ownership of all equipment and materials purchased by the Contractor for the prosecution of the Project. At the request of Company, Contractor shall provide, or cause to be provided, appropriate bills of sale, assignments or other documents to ensure the vesting of rights of title and ownership in Company.
- 21.3 Following completion of Project under this Agreement, Company may direct the Contractor to deliver all equipment, appliances and materials not previously incorporated in the Project or otherwise disposed of (with Company's approval) to the Company's facility

22.0 COMPLIANCE WITH LAWS

- 22.1 Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, or requirements thereunder in connection with the performance of the Project.
- 22.2 In connection with any performance under or in connection with this Agreement, Contractor, its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with Forum Participants safety and environmental standards, rules, regulations,

- directives, and procedures, including, without limitation, Forum Participants Contractor Safety Requirements and Contractor Environmental Requirements, (if incorporated as Purchase Order Documents by Company) and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of this Agreement and as in the future passed, enacted, directed, or amended), collectively, "Standards", and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, Contractor shall comply with the most stringent applicable Standard.
- 22.3 In the event of any emergency endangering life, health, property, or the environment, Contractor shall take such prompt action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including Contractor's response thereto, to Company. In the event that Contractor becomes aware of any non-compliance with such Standards, Contractor shall, in each case, immediately notify Company and shall take prompt corrective action; provided, however, that such notice and action shall in no event relieve Contractor of any liability for, or in connection with, such non-compliance.
- 22.4 Contractor shall continually inspect, where applicable, all Project sites, facilities, materials, and equipment to discover and determine any conditions that might involve safety or environmental risks, and supervise its personnel to determine and enforce compliance with all Standards, and shall be solely responsible for discovery, determination, and correction of any non-compliance. Contractor shall be solely responsible and assume all liability for the safety and supervision of its personnel engaged in any performance in connection with this Agreement. Contractor shall designate a representative to insure compliance with all Standards and direct its personnel to take all precautions necessary to protect against and prevent injury or damage to persons, property, and/or the environment. Contractor shall instruct all such personnel on safety and environmental practices and the requirements of the Standards and shall inform such personnel of all modifications or additions thereto. Contractor shall furnish all appropriate safety equipment and enforce the use of such equipment.
- 22.5 In addition to any other warranties contained in this Agreement, Contractor warrants that its performance in connection with this Agreement shall comply with all applicable Standards.
- 22.6 Contractor shall save Company harmless from and against all liability resulting from violations by Contractor of said laws, ordinances, rules regulations, permits and licenses. Any and all costs related to Company's enforcement of this hold-harmless provision shall be borne by Contractor.
- 22.7 If Contractor observes that any requirement specified in the Contract is at variance with any governing laws, ordinances, rules, regulations, permits and licenses, Contractor shall promptly notify Company in writing before incurring any further liability, expense, or obligation for Contractor or Company

23. AMENDMENT

- 23.1 No amendment, modification, extension, or rescission of any term or provision of the Agreement shall be effective unless agreed upon in writing by the Company.

24. JURISDICTION AND GOVERNING LAWS

- 24.1 Unless other governing laws and/or other jurisdictions are specifically established in this Agreement shall be deemed to be executed in the Commonwealth of Massachusetts and this Agreement shall be interpreted and enforced according to the Laws of the Commonwealth of Massachusetts; provided, however, that in the event that the Project is to be performed solely in other States then this Agreement shall be deemed to be executed in that States Laws and shall be interpreted and enforced according to the Laws of that State.
- 24.2 Only the courts in the State shall have jurisdiction over this Agreement and all related Purchase Orders issued hereunder and any controversies arising out of this Agreement. Any controversies arising out of this Agreement shall be submitted only to the courts of such State.
- 24.3 Contractor hereby submits to the jurisdiction of the courts in the State for the purposes of interpretation and enforcement of this Agreement. Contractor hereby waives personal service by manual delivery and agrees that service of process on Contractor in any action arising out of this Agreement may be made by registered or certified mail, return receipt requested, directed to Contractor at its address set forth in this Agreement.

25. NOTICES

- 25.1 Any notice required to be given or otherwise given pursuant to the Agreement shall be in writing and shall be hand delivered, mailed by U.S. mail, or sent by recognized overnight courier service to:

To the Company: James L. Godkins
Director of Financial and Administrative Services
Northeast Energy Efficiency Partnerships, Inc
5 Militia Drive
Lexington, MA 02421-4713

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

26. SEVERABILITY

- 26.1 If any term of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the 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.

27. WAIVER

- 27.1 The failure of either Party to enforce any provision of the 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 the Agreement.
- 27.2 Neither Company payment of Contractor's final invoice issued in respect of the Project nor its verification that the Project has been completed shall be construed as a waiver of any of Contractor's warranty obligations or as acceptance of any deficient Project not discovered prior to such payment or during such verification.
- 27.3 No waiver, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by Company and the Contractor.
- 27.4 Company rights and remedies hereunder shall be cumulative and not exclusive of each other and may be pursued separately or concurrently as Company determines.

28. ENTIRE AGREEMENT

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

**Attachment A
Forum Participants***

Connecticut

*Connecticut Light & Power
United Illuminating
Connecticut Municipal Electrical Energy Cooperative*

Delaware

Energy Office

District of Columbia

*Pepco Holdings, Inc.
District Dept. of the Environment*

Maine

Public Utility Commission

Maryland

*Maryland Energy Administration
Baltimore Gas & Electric
Allegheny Power
Pepco Holdings, Inc.
Southern MD Electric Co-op*

Massachusetts

*National Grid
NSTAR
Western Mass Electric Co.
Cape Light Compact
Unitil*

New Hampshire

*Public Service New Hampshire
Unitil
National Grid
NH Electric Co-op*

New Jersey

Board of Public Utilities

New York

*Central Hudson Gas & Electric
Consolidated Edison
National Grid
NY State Energy Research & Development Authority
New York Power Authority
Long Island Power Authority
Rochester Gas & Electric*

Rhode Island

National Grid

Vermont

*Department of Public Service
Efficiency Vermont*

* This list of Forum participants reflects those participants who are either Forum funders and/or from which data may need to be collected to support an EM&V Forum project.

**Attachment B
NON-DISCLOSURE AGREEMENT**

AGREEMENT dated as of _____, 2010 (“Execution Date”), between _____ (the “Recipient”) and Northeast Energy Efficiency Partnerships, with offices at 91 Hartwell Avenue, Lexington, MA 02421 (“NEEP” or the “Company”), each, individually, a “Party” and, collectively, the “Parties”.

WHEREAS, the Company and its affiliates possess certain confidential and proprietary Information (as such term is defined below); and

[WHEREAS, subject to the prior written consent of Company and its affected affiliates and with the presence of an authorized Company or affiliate representative, the Recipient may be permitted access to certain facilities (“Facilities”); and]

WHEREAS, the Recipient desires the Company to disclose Information in connection with _____ (“Purpose”); and

WHEREAS, the Company is willing to disclose Information to the Recipient subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

1. The term “Information” means

(a) all business, financial, strategic, technical and other information which is (i) directly or indirectly furnished or disclosed by the Company or its affiliates (or its or its affiliates' agents, servants, representatives, or employees) to Recipient or its representatives, whether provided orally, in writing, by electronic means or otherwise, or (ii) discovered or derived from Recipient’s or its representative’s presence at, or access to, any of Company’s or its affiliate’s facilities; and

(b) strategies, techniques, ideas, memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, or anything else prepared or derived, in whole or in part, from the information described in 1(a), above; and

(c) the fact that the Information is being disclosed hereunder or that discussions or negotiations may take place or have taken place concerning the Purpose, or any of the terms, conditions or other facts with respect to any possible transaction relating to the Purpose, including the status thereof.

2. Recipient shall receive all Information in strict confidence, shall maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Company. The Recipient may disclose Information to its employees (“Representatives”) to the extent each such Representative has a need to know such Information for the purpose contemplated by this Agreement and provided that each such Representative agrees in writing to maintain the confidentiality of such Information and to be bound to observe all other obligations of the Recipient under this Agreement for the benefit of the Company and its affiliates. The Recipient’s liability hereunder shall include, without limitation, liability for any breach of the terms of this Agreement to the extent caused by its Representative(s).

Recipient shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Recipient. None of the Information which may be disclosed to Recipient shall constitute any representation, warranty, assurance, guaranty or inducement by the Company to the Recipient of any kind. The Company (including its affiliates) shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Information disclosed under this Agreement.

3. Except as provided in Section 14, below, this Agreement shall not apply to Information which, at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives.
4. Recipient and its Representatives shall use Information solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without the Company's and any of its affected affiliate's prior written consent.
5. Recipient shall return and deliver, or cause to be returned and delivered, to the Company all tangible Information, including copies and abstracts thereof, within 30 days of a written request by the Company.
6. Nothing contained herein shall require or commit a Party to undertake or proceed with a transaction of or with the other Party, including, without limitation, the purchase of goods or services; any such transaction shall be the subject of a separate written agreement between the Parties.
7. Either Party may terminate this Agreement by written notice to the other Party; notwithstanding any such termination, all rights and obligations hereunder with respect to confidentiality and restrictions on use of Information shall survive with respect to Information disclosed prior to such termination.
8. The Parties acknowledge that a breach of this Agreement would cause irreparable harm to the Company and/or its affiliates for which money damages would be inadequate and would entitle the Company to injunctive relief and to such other remedies as may be provided by law.
9. This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts, United States of America, without regard to the principles of the conflict of laws contained therein. Both Parties hereby submit to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Agreement. All lawsuits filed to enforce any provisions of the Agreement, or to litigate any claims arising in connection with this Agreement, shall be filed in the Superior Court, Worcester, Massachusetts, which shall be the sole and exclusive venue for all litigation related to this Agreement.
10. This Agreement may be modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.
11. This Agreement may not be assigned without the express written consent of both Parties hereto; provided, however, that the Company may assign this Agreement to an affiliate of the Company without the consent of the Recipient.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

13. This Agreement constitutes the entire agreement between Company and Recipient with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

14. The Recipient acknowledges that Information and/or data regarding the Facilities may be deemed “critical energy infrastructure information” (“CEII”) under applicable Federal Energy Regulatory Commission (“FERC”) rules and policies. Without limiting any other term of this Agreement, Recipient shall, and shall cause its representatives to, strictly comply with any and all laws and regulations (including, without limitation, FERC rules and policies) applicable to such CEII relating to any of Company’s or its affiliates’ facilities. The Recipient and its representatives shall not divulge any such information to any person or entity, directly or indirectly, unless permitted to do so by law and unless it has first obtained, in each case, the express specific written consent of the Company and any affected Company affiliate. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit Information to FERC, a state regulatory agency, court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall, in addition to obtaining Company’s prior written consent, seek a protective order or other procedural protections to ensure that such Information is accorded CEII status or is otherwise treated as confidential or proprietary.]

15. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by the either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

16. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.

By: _____
Name:
Title:

Northeast Energy Efficiency Partnerships, Inc

By: _____
Name:
Title: