



**REGIONAL EVALUATION,
MEASUREMENT & VERIFICATION FORUM**

**Request For Proposals for a
Regional Evaluation, Measurement and Verification Forum Project:
Develop Common Reporting Guidelines for Energy Efficiency Savings,
Costs and Emission Impacts**

Prepared by Northeast Energy Efficiency Partnerships, Inc.

July 2009 - DRAFT

**Issue Date:
August 12, 2009 (EST)**

**Questions and Notice of Intent to Bid Due:
August 19, 2009, 4:00 PM (EST)**

**Proposals Due
September 2, 2009, 4:00 PM (EST)**

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I. Introduction

On behalf of the Regional Evaluation, Measurement and Verification Forum ('the Forum'), Northeast Energy Efficiency Partnerships, Inc. (NEEP) is issuing this request for proposals (RFP). The Forum is a regional project facilitated and managed by NEEP representing states in New England, New York and the mid-Atlantic. The Forum is undertaking a number of projects in 2009, including this project: *Develop Common Energy Efficiency Reporting Guidelines* ('the Project'). The Project is specifically intended to address a growing need and interest in consistent reporting of electric and natural gas energy efficiency savings, costs and emission impacts across states in the region to help inform multiple energy and environmental policies, including the impact of energy efficiency programs in meeting climate change goals and National Ambient Air Quality Standards (NAAQS) and associated planning, state procurement policies and energy efficiency savings goals, and regional energy planning and forecasting purposes.

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

II. 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 Forum Project Committees are:

- Protocol Development Committee. Focus is to consider and develop a) common/consistent protocols for EM&V characteristics (e.g. EM&V methods, precision/accuracy guidelines); b) common energy and demand savings assumptions, including stipulated values for common measures, input assumptions (e.g. measure life/persistence), and coincidence factors, and potential supporting on-line database; and c) common reporting formats for savings data and associated cost and emission reductions.
- Research & Evaluation Committee. Focus is to undertake and support coordinated research and evaluation projects that serve as basis for protocol development (e.g. common assumptions). Examples of projects include savings load shape analyses (e.g. to inform coincidence factors); measure life and persistence studies; spillover and free-ridership approaches; and common measure cost input assumptions. Projects may include coordination of multi-state projects that involve a subset of the region.
- Education and Information Access Committee. Focus is to guide and help ensure Forum products and results (e.g. studies, reports, protocols, recommendations, references, etc.) are visible and readily accessible to stakeholders, while ensuring protection of any confidential information.

This Project falls within the purview of the Protocol Development Committee. For more information on the Forum and its projects, see http://www.neep.org/policy_and_outreach/EMV.html

III. Project Overview and Scope

The goal of the Project is to develop common reporting guidelines for electric and natural gas energy efficiency savings, costs, and emission impacts to support a range of state and regional energy and environmental policies in the Northeast and Mid-Atlantic.

The approach to the project is to conduct a “gap analysis” that compares what energy efficiency impact data is currently reported by program administrators, versus what data is needed to meet multiple state and regional policy needs, and to develop recommended guidelines based on this comparison. Expected outcomes of the Project include:

- a. A comparison of existing energy efficiency reporting requirements used across the region by the Forum participating states, focusing on energy/demand savings, emission impacts, costs, and job impacts.
- b. A clear understanding of data needs to support impact of energy efficiency impacts with regard to: meeting National Ambient Air Quality Standards attainment; tracking against state/regional climate change goals; tracking against state energy and economic goals; and informing energy system planning.
- c. Recommendations for how exchange/reporting of data and/or data analyses of energy efficiency savings can be improved between program administrators, air/environmental regulators and system planners.
- d. Recommended guidelines regarding key reporting and data elements needed to enable policymakers and planners to readily compare, aggregate, and inform energy efficiency savings and other impacts relative to state/regional energy, economic and environmental goals.

The Project will coordinate with any current efforts in the region where reporting requirements are under discussion or in development to ensure that such developments inform this project, and that such efforts are aware informed by the scope and outcome of this Project. The Project will also help

facilitate exchange of information and resources, where possible, of energy efficiency program system tracking systems, to assist states where such systems have not yet been developed but are needed.

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

The cost for this project is not to exceed \$130,000. The intention is for the work to begin by September 21, 2009 and be completed by April 2010.

IV. Project Tasks and Deliverables

The Project consists of five tasks:

- Task 1: Research existing state and regional energy efficiency reporting requirements/practices in the region
- Task 2: Research energy efficiency data needs to support state/regional environmental policies and energy planning system
- Task 3: Develop Recommended EE Reporting Guidelines and Reporting Template
- Task 4: Participation in Forum Meetings and Subcommittee Teleconference Calls
- Task 5: Prepare Final Reports

TASK 1. Research existing state and regional energy efficiency reporting requirements/practices in the region.¹

This task is intended to inform what electric and natural gas energy efficiency program information *is currently required to be reported by program administrators* to meet various reporting requirements. The Contractor shall survey and review existing reporting requirements, including, but not limited to, the following key reporting elements:

1. Electric and Natural Gas Energy Efficiency Savings
 - a. Gross and Net Energy savings (MWH - annual, cumulative/lifecycle, etc)
 - b. Gross and Net Demand savings (MW)
 - c. Gross and Net Natural Gas (MMth - annual, cumulative/lifecycle, etc)
2. Emission Reductions (annual, lifecycle, and/or peak)
 - a. Carbon emissions reductions (tons)
 - b. NOx emissions reductions (tons)
 - c. SO2 emissions reductions (tons)
3. Energy Efficiency Program Expenditures (annual, funding cycle)
 - a. Administrative and Planning Costs
 - b. Marketing and Education/Outreach Costs
 - c. Direct Implementation Costs
 - d. Evaluation Costs
4. Job Impacts
 - a. Direct vs. Indirect
 - b. Dynamic or annual reporting
 - c. Types of analyses used (e.g., input/output models)
5. Other parameters - as suggested by Contractor and/or Project Subcommittee

In reviewing existing reporting requirements, the Contractor shall determine:

¹ This includes New England states, New York, New Jersey, Maryland, Delaware and District of Columbia.

- a) In what states/regions are elements required;
- b) How are reporting elements defined (in the case of reported emission reductions, how are emission reductions calculated);
- c) At what level is data required or reported (e.g., measure level, program level, customer sector level, etc);
- d) What is reporting timeframe (e.g. calendar year basis); and
- e) When/if do reports become publically available.

For its review, the Contractor shall review the following documents:

- Annual energy efficiency reports submitted to state regulators in the eleven states participating in the Forum (New England states, New York, New Jersey, Maryland, Delaware and District of Columbia);
- Commission orders/directives that set forth energy efficiency reporting requirements;
- Reported energy efficiency savings data provided to regional transmissions owners (RTOs) or Independent System Operators (ISOs) for energy system planning purposes, including ISO New England, New York ISO, and PJM;
- Reporting requirements or standards for energy efficiency as required for participation of energy efficiency in regional wholesale capacity markets (ISO New England, PJM);
- Reporting requirements for state energy efficiency portfolio standards;
- Federal reporting requirements e.g., including relevant requirements related to American Recovery and Reinvestment Act (ARRA) stimulus funding; and
- Air regulatory reporting requirements, to extent Program Administrators are required to submit energy efficiency impact data to air regulators. This issue is fully addressed under Task 2 below.

The Contractor shall also review, at a high level, the energy efficiency program tracking systems used by program administrators in each state including: program name, software used, brief description of system, and key outputs (where outputs may coincide with reporting requirements identified as part of this task). While the focus of this project is not on program tracking systems per se, this information is intended to provide general information to assist states/program administrators where such systems are being considered for development.

Task 1 Project Deliverable: The Contractor will prepare a comprehensive comparative table(s), by state and region that describes and defines existing state and regional reporting requirements, practices and definitions, and identify key similarities and differences. Such a review and comparison should pay special attention to net savings data, and how "net" is defined across the various states. The Contractor shall also prepare a table that identifies energy efficiency program tracking systems used by program administrators in the region, and their key characteristics.

TASK 2. Research energy efficiency data needs to support state/regional environmental policies and energy planning

Task 2 is intended to inform what energy efficiency data *is currently needed* by:

- Air quality and environmental regulators, to track against or plan for meeting specific air quality and carbon reduction goals;
- State energy regulators, to track the impact of energy efficiency against state energy/demand savings and economic goals; and
- Regional energy system planners (e.g., ISOs/RTOs), to effectively incorporate energy efficiency savings into energy system planning.

This task, therefore, includes the following three sub-parts:

Task 2a) The Contractor shall identify what energy efficiency data is needed (e.g., existing requirements) to support:

- State Implementation Planning (SIP) reporting requirements and future year attainment inventories i.e., for energy efficiency savings to qualify for SIP credits, and other reporting requirements for National Ambient Air Quality Standards as they relate to impacts of energy efficiency; and
- State greenhouse gas/carbon emission reduction calculations related to the Regional Greenhouse Gas Initiative (e.g., tracking efficiency savings impacts from programs/projects funded by RGGI allowance proceeds) and tracking impact of EE programs overall in meeting statewide/regional carbon goals.

Where applicable, attention should be given to addressing data needs as they relate to additionality and/or attribution of energy efficiency savings.

Task 2b) The Contractor shall identify energy efficiency data needed to track against state energy and demand savings goals, and any economic goals (e.g., job impacts) from energy efficiency investments. Focus should be on Forum states where energy efficiency and related goals have been established.

Task 2c) The Contractor shall research/survey energy efficiency data needed to inform energy system planning (e.g., forecasting impact of energy efficiency). While fully assessing Task 2c) data needs are beyond the scope of work for this project, the Contractor shall address these data needs *at a high level*, focusing generally on where/how information to support system planning needs is reported, and where such information is not available.

For all of Task 2, the Contractor is expected to obtain information through a combination of document review/research, interviews and/or surveys with air quality regulators (e.g. EPA's Office of Air Quality Planning and Standards), climate change stakeholders (e.g., RGGI, Inc.), energy regulators, program administrators, system planners (ISO-NE, NYISO, PJM), and other relevant parties as needed. Interviews and/or surveys should be conducted in each of the eleven Forum participating states, covering at least two stakeholders within each state.

In its research and interviews, the Contractor shall:

- Assess, where energy efficiency savings related information is identified as needed by key policy/planning stakeholders (Tasks 2a-c) but is not currently reported or collected by Program Administrators (Task 1), whether the cost for a Program Administrator to report such additional information is considered generally reasonable or overly burdensome. If the latter, the Contractor shall explore alternative processes or approaches for improving data exchange/information sharing (e.g., through analyses/studies) between Program Administrators and key stakeholders.
- Explore the general need for, and interest in, developing a central, on-line repository for reported energy efficiency savings and related cost and emissions data. This research should include exploring existing/new resources in the region as options for housing such a potential repository.

Task 2 Deliverables. The Contractor shall provide a report with comprehensive descriptions and explanations of energy efficiency data and information needed to support:

- State Implementation Planning and other NAAQS requirements;
 - Tracking the impact of energy efficiency against state and regional climate change goals;
 - Tracking the impact of energy efficiency against state energy and economic goals; and
 - Energy system planning and forecasting needs.
-

Such a report shall identify the key "gaps" that exist in what data is needed to support state and regional energy, economic and environmental policies, relative to what is currently reported in each of the eleven Forum participating states, and the general cost implications of filling those gaps.

Task 3. Develop Recommended EE Reporting Guidelines and Reporting Template

Based on its findings from Tasks 1 and 2, the Contractor shall develop a report that identifies and summarizes key findings from its research, and develop recommended energy efficiency annual reporting guidelines that include key reporting data elements that will enable policymakers, program administrators and planners to readily compare, aggregate, and inform energy efficiency savings impacts across the states relative to key state and regional energy, economic and environmental goals. Such guidelines should include a sample template of reporting elements, and accompanying definitions.

Where the Contractor finds any discrepancies in what energy efficiency data and information is needed by energy and environmental stakeholders, but not currently reported by Program Administrators, the Contractor shall also recommend whether and how the exchange/reporting of data and/or data analyses of energy efficiency savings can be improved, through either additional reporting, or specific data exchange approaches/processes that help meet the needs of key stakeholders responsible for meeting state and regional NAAQS, climate change goals, and system planning needs.

As such, in developing its recommendations, the Contractor should carefully address and consider avoiding the need to introduce additional or multiple reporting requirements for program administrators (beyond current reporting requirements) that may be costly and burdensome.

Task 3 Deliverables. Recommended reporting guidelines and a sample reporting template for consideration by the Forum Project Committees, and ultimately by the Forum Steering Committee, to adopt as a Forum product (for state use and implementation).

Task 4. Participation in Forum Meetings and Subcommittee Teleconference Calls

The Contractor shall participate in teleconference calls (organized and facilitated by NEEP), with NEEP, any technical and/or policy advisor, and the Forum project subcommittee. The Contractor will also participate in two quarterly project committees, the first in September 2009 to obtain additional information from key stakeholders on energy efficiency reporting needs (which will allow for feedback and a better understanding of opportunities and challenges for policymakers and program administrators in an open, all inclusive dialog setting); and second at a meeting in November to present project results and recommendations.

Task 4 Deliverables: Participation in Forum meeting and subcommittee teleconference calls.

Task 5: Reports

The Contractor will prepare draft and final reports that encompass the results of the Tasks above. These reports are to be professionally prepared with executive summaries, main bodies of reports, and documentation appendices.

Task 5 Deliverables: Draft and final reports.

V. Summary of Tasks, Budget and Deliverables

A summary of project tasks and deliverables, budget and schedule is provided below:

| PROJECT TASKS | Deliverable Due |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <p>TASK 1. Research existing state and regional reporting EE reporting requirements/practices <u>Deliverables</u> Comprehensive comparative table(s) and supporting documentation by state and region that describe/define existing reporting requirements, practices and definitions, and identify key similarities and differences.</p> | <p>Draft by November 30, Final by December 31, 2009</p> |
| <p>TASK 2. Research EE data needs to support state/regional environmental policies and energy planning system purposes, through document review and surveys/interviews <u>Deliverables:</u> Clear and comprehensive descriptions of EE data and information needed to support:</p> <ul style="list-style-type: none"> • SIP Planning, NAAQS attainment, and climate change goals • Tracking EE impacts against state energy and economic goals • Energy system planning and forecasting needs | <p>Draft by November 30, Final by December 31, 2009</p> |
| <p>TASK 3. Develop Recommended EE Reporting Guidelines and Reporting Template <u>Deliverables:</u> Recommended guidelines and reporting template</p> | <p>Draft Report Due mid-March, Final Report due April 2</p> |
| <p>TASK 4. Participate in Forum meetings and project subcommittee teleconference calls <u>Deliverables:</u> Meeting materials and presentations</p> | <p>Sept 2009 to March 2010</p> |
| <p>TASK 5. Prepare Final Reports</p> | |

VI. Project Management

The Contractor will report to NEEP, which will have final say on scope issues and deliverables in consultation with the Forum project subcommittee. The subcommittee will be responsible for providing broader Forum participant input and comment, and 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 Contractor, where such process involves:

- Subcommittee review and input to initial drafts;
- Discussion and input by Forum Project Committees on subsequent/final drafts at quarterly (or as needed) Project Committees meetings; and
- Project Committees recommendation to Steering Committee to adopt Forum product (e.g., Reporting Guidelines).

VII. 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.

Contact and Communications

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

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

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

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 August 19, 2009 to NEEP contacts above.** This information helps NEEP plan and administer the RFP.

Bidders' Q&A

Bidders may submit questions via e-mail for this RFP. A website has been established for this Project RFP: [EM&V Forum RFP Website](#). **All questions submitted prior to August 19, 2009 will be posted and answered on the website.** All questions and answers will be available to all respondents.

RFP Submittal Format and Due Date

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

Julie Michals, jmichals@neep.org

Elizabeth Titus, etitus@neep.org

The proposals should be submitted in both Microsoft WORD (97-2004) and Adobe Acrobat format. An electronic receipt will be sent to those who submit proposals on time. Late submittals will be rejected. Bidders are not required to submit print copies of their proposals.

The transmittal letter contained in the proposal package must have an electronic signature and must be signed by a person who is authorized to bind the proposing firm.

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

RFP Schedule

| | |
|--------------------------------------|--------------|
| RFP release | August 12 |
| Intent to bid notice | August 19 |
| Close of RFP question period | August 19 |
| Electronic proposals due | September 2 |
| Anticipated date of bidder selection | September 11 |
| Anticipated contract start date | September 22 |

The above schedule is subject to change by NEEP.

Minimum Qualifications

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

Modifications to the RFP

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

Post Proposal Negotiation and Awarding of Contracts

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

Acceptance of Terms and Conditions

The submission of a proposal to NEEP shall constitute a Bidder's acknowledgement and acceptance of all the terms, conditions and requirements of this RFP. NEEP will utilize its standard Services Agreement to contract for the services outlined in this RFP. **A list of exceptions to this document should be returned with bidder's response, see Section 5 of this RFP.** The Services Agreement is included as an attachment to this RFP, Appendix B.

All Submitted Proposals Become Exclusive Property of NEEP

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

VIII. Proposal Submittal Requirements

Submission of Proposals

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

NEEP and the Forum are looking for proposals demonstrating creativity, expertise and experience in how bidders approach the work scope - not necessarily a detailed final approach. Once the consultant is selected, an initial task will be to review the scope and deliverables with the NEEP project manager, technical and policy advisor, and a Forum subcommittee.

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

Proposal Format

Bidders are requested to provide concise yet complete description of the bidder's approach and capabilities for satisfying the required services outlined in this RFP. **Excessive length is discouraged.** In addition, bidders are encouraged to proactively present additional information and responses, not specifically requested, that help demonstrate understanding of this project's objectives and needs as well as bidder's creativity, experience, and/or expertise. Proposals must adhere to the following set format (the numbers indicated are suggested maximum page limits):

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

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

Section 1: Executive Summary

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

Section 2: Work Scope and Schedule

Section 2 of the proposal should discuss bidder's approach to Tasks defined in Section IV of the RFP. 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.

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

Section 3: Staffing Plan

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

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

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

Section 4: Firm Qualifications and Experience

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

Section 5: Budget and Billing Rates

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

Budget Table One - Billing Rates

| Person | Title | 2009 Hourly Billing Rate all inclusive) |
|--------|-------|--------------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Budget Table Two - Task by Task and Total Budget

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

Section 6: Exceptions to Contract Terms

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

Section 7: Conflicts of Interest

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

Section 8 (Appendix): Resumes

IX. Selection Process and Evaluation Criteria

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

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

RFP Evaluation Criteria/Scoring Matrix

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

Appendix A: Required Proposal Checklist

REQUIRED PROPOSAL CHECKLIST

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

Appendix B: NEEP Professional Services Agreement
NORTHEAST ENERGY EFFICIENCY PARTNERSHIPS, INC.
And

[Contractor]
[contract number]

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

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

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

WHEREAS [NAME OF CONTRACTOR] is a for-profit entity that works in the field of energy efficiency, and is willing to provide services in connection with this EM&V Forum project to support the potential adoption of consistent use of EM&V savings and reporting protocols in the region [*edit as needed*].

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

1. Definition of Terms

“*Forum Participant*” for the purpose of this agreement means entities or organizations providing funding to the Forum.

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

2. Scope of Services

NEEP shall enter into a contract with [CONTRACTOR NAME] to provide the services and deliverables described in [Attachment X, SCOPE OF WORK]. This work product will be jointly owned by NEEP on behalf of the Forum Participants. Neither the scope nor the substance of the services and deliverables to be provided under this Agreement may be modified, altered, revised, increased, or limited except upon the prior, express, and mutual written approval of the Parties. Contractor agrees to meet or exceed the customary standards of care and professionalism expected in Contractor’s industry or area of expertise in performing all services under this Agreement.

3. Compensation and Payment Schedule

As consideration for the services provided by Contractor, NEEP will pay [\$000,000] after satisfactory completion of the work described in [Attachment X, SCOPE OF WORK], and delivery by Contractor of all products listed in the “Deliverables” section of Attachment X. Contractor will provide monthly reports

to NEEP detailing its progress toward achieving the Deliverables, along with information showing amounts spent to date. The final report will include an invoice for the full amount due. In addition, Contractor shall maintain books, records, and other data compilations pertaining to the performance of services under this Agreement in such detail as shall properly substantiate claims for payment. NEEP agrees to invoice remittance Terms of NET 60 days.

4. Term

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

5. Termination

- a. **Termination Without Cause.** Either Party may terminate this Agreement without cause prior to the scheduled termination date upon providing fourteen (14) days prior written notice to the other Party.
- b. **Termination With Cause.** Either Party may terminate this Agreement upon breach by the other Party of any material provision under this Agreement. For any termination with cause, the terminating Party shall notify the other Party in writing stating with appropriate specificity the grounds for such termination. If the non-terminating Party cures the problem within thirty (30) days of the provision of such notice, termination shall not take effect and the Agreement shall remain in effect.
- c. **Funding Contingency.** Each Party reserves the right to rescind, cancel, or suspend this Agreement if funding is withdrawn by that Party's funding sources for the services being provided under this Agreement. Any such rescission, cancellation, or suspension shall be effective immediately upon the non-terminating Party's receipt of written notice from the terminating Party.

6. Obligations in the Event of Termination

Upon termination, all works, materials, information, protocols, processes, data, results, work product, and other items conceived, created, developed, or produced by Contractor, whether finished or unfinished, under this Agreement ("Works and Materials") shall become the joint property of NEEP and the Contractor, and Contractor shall deliver all such materials to NEEP immediately. NEEP shall compensate Contractor for the value of all unpaid services that have been satisfactorily performed and reasonable reimbursable expenses properly incurred by Contractor by the effective date of termination. Contractor shall submit a final summary report as described in Paragraph 2 above to NEEP within 60 days after the termination date.

7. Relationship Between Parties

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

8. Assignment and Subcontracting

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

9. Confidentiality

Contractor acknowledges that under this Agreement it may receive or be shown "Confidential Information" of NEEP or of a Forum Participant. Contractor will not disclose any "Confidential Information" without prior written consent. "Confidential Information" includes, but is not limited to, all information marked or identified as confidential by NEEP and/or Forum Participants, including all intellectual property and proprietary information of NEEP and/or Forum Participants, and any personnel information relating to NEEP's staff, board, and operations. Contractor will include in its contract with Sub-contractor a provision that requires Sub-contractor to hold all NEEP and Forum Participant Confidential Information in confidence.

10. Representations and Warranties

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

11. Insurance

Contractor will maintain and keep in force throughout the period of this Agreement a policy of general liability insurance in the amount of \$1,000,000. Contractor will also maintain and keep in force such other comprehensive and/or umbrella insurance coverage that will fully satisfy the indemnification terms under this Agreement as set forth herein.

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

12. Indemnification

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

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

13. Background Checks

(a) With respect to any Contractor employee who (a) have badged access to a Forum Participant's Site; or (b) have access to a Forum Participant's information technology system or data contained therein, Contractor shall perform, prior to placement of, and after securing appropriate written authorization from, the applicable Contractor Personnel, a background screen consistent with the table set forth below.

In addition, Contractor shall verify evidence of the identity and employment eligibility of each Contractor's personnel under U.S. immigration laws. This shall include compliance with the U.S. Citizenship and Immigration Service's I-9 process. Contractor shall use its best efforts to ensure that none of its Contractor Personnel pose a threat to the safe working environment at any Forum Participant's Site or a threat to the integrity of NEEP's business operations. NEEP shall have the right to audit the Contractor's compliance with these requirements including by requiring Contractor to provide an officer's certificate certifying such compliance, at any time and from time to time upon reasonable notice.

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

14. Notice of Completion - Verification

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

15. Amendment

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

16. Governing Law

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

17. Notices

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

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

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

18. Severability

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

19. Waiver

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

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

20. Entire Agreement

This Agreement and all attachments hereto contain the entire agreement of the Parties with respect to the matters covered herein and cannot be modified, except in writing signed by both Parties. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives on the day and year set forth below.

ACCEPTED AND AGREED TO BY:

NORTHEAST ENERGY EFFICIENCY PARTNERSHIPS, INC.

Name: Susan E. Coakley
Title: Executive Director
Date: Month Day, 20XX

NAME OF CONTRACTOR

Name:
Title:
Date: Month Day, 20XX