

## Kentucky Residential Energy Code Compliance Evaluation Request for Proposal

### 1. OVERVIEW

The Midwest Energy Efficiency Alliance (MEEA), in association with the Kentucky Department of Housing, Buildings and Construction (DHBC), and the Kentucky Department of Energy Development and Independence (DEDI), is seeking qualified Contractors to perform pre- and post-program<sup>1</sup> residential energy code compliance data collection as part of the US Department of Energy (DOE) funded *Kentucky Codes Compliance Improvement Study*. Final award of the post-program contract will be contingent upon continued funding from DOE and the Contractor's successful completion of the pre-program study, among other factors.

Using the data collection methodology designated by the DOE, the Contractor will collect in-field construction data for single family homes across the state of Kentucky. The first data collection effort (pre-program) will be conducted prior to the implementation of a statewide energy code compliance improvement program and the second (post-program) will be conducted at the conclusion of the compliance improvement program.

In general terms, the data collection process will consist of visually or physically inspecting each of 9 key energy code compliance categories in single family homes under construction a minimum of 63 times. Data may be collected in multiple compliance categories in a single site visit but individual homes may not be visited more than once, regardless of the amount of data collected. As described in the DOE methodology (see Appendix A), the Contractor shall visit as many homes as necessary in order to inspect 63 instances for each of the 9 key energy code compliance categories. The 9 key energy code compliance categories are:

Envelope Tightness (ACH50)  
Window U-Factor  
Ceiling Insulation  
Foundation Insulation  
HVAC Right Sizing<sup>2</sup>

Window Solar Heat Gain Coefficient (SHGC)  
Exterior Wall Insulation  
High Efficacy Lighting  
Duct Leakage

In addition to the 9 key categories, data will also be collected on other energy code compliance items available for visual or physical inspection while on-site. This additional information will only be collected on an "as available" basis when collecting data on the 9 key categories – there is no minimum number of data sets required for the additional information. All information (key categories and additional information) will be recorded on DOE designated data collection forms. The recorded information will then be entered online through a DOE designated portal. The uploaded information will be analyzed by the Pacific Northwest National Laboratory (PNNL), with PNNL issuing a report regarding the residential energy code compliance level for the state of Kentucky pre- and post-program.

<sup>1</sup> Program refers to the *Kentucky Codes Compliance Improvement Study*

<sup>2</sup> While not included in the DOE methodology, HVAC Right Sizing is included as a key category in this RFP. Right sizing includes verifying use of ACCA Manuals J, S and D (or their equivalent) and determining the size of the installed HVAC unit.



The Project Team (MEEA, DHBC, DEDI, DOE and PNNL), in consultation with the Contractor, will identify individual homes to be sampled and develop a data collection schedule. Guidance on which energy code jurisdictions, and how many homes within each jurisdiction, are to be sampled is attached as Appendix B. Assistance with stakeholder awareness and engagement will be provided by MEEA, DHBC and DEDI.

The data collection process is for research purposes only. Neither the data collection firm, nor the individual data collectors, shall discuss, disclose, or otherwise communicate their findings or opinions on measure compliance to anyone, including code officials and builders, outside the research team.

## **2. REQUEST FOR PROPOSAL DUE DATE**

Responses to this Request for Proposal are due by 4:00 PM Central Time, December 15, 2014.

Responses are limited to 15 pages (plus appendices) and must be submitted as a single file in .pdf format to [foa-rfp@mwalliance.org](mailto:foa-rfp@mwalliance.org)

Submissions received after the specified date and time will not be considered and no individual extensions will be allowed. At the sole discretion of MEEA and in the best interest of the project, any, all, or none of the proposals may be selected for interviews and further screening.

## **3. QUESTIONS**

Questions regarding this RFP may be submitted at any time to [foa-rfp@mwalliance.org](mailto:foa-rfp@mwalliance.org). Other than questions regarding confidential material, responses will be publicly posted at [www.mwalliance.org/foa-rfp](http://www.mwalliance.org/foa-rfp). Responses are not guaranteed for questions received less than three (3) business days before proposals are due.

If a question relates to a proprietary aspect of a bidder's proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question via email, conspicuously marking it as "CONFIDENTIAL." Along with the question, the bidder must submit a statement explaining why the question is sensitive. If MEEA agrees that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If MEEA does not agree regarding the proprietary nature of the question, or if such a response would give the bidder an unfair advantage, the question will not be confidentially answered and the bidder will be so notified. The bidder may then choose to withdraw the question or have the questions publically answered.

## **4. DATA COLLECTION PROTOCOL**

DOE and PNNL have developed a data collection methodology that will allow PNNL to analyze the collected data and, after the post-program study is completed, make a determination as to the efficacy of the program intervention. Data collection must be performed by qualified personnel in strict accordance with the established DOE protocol. A copy of the DOE methodology / protocol is attached as Appendix A.

## **5. AVAILABLE FUNDING**

A maximum of \$115,000 is available for the Pre-Study and a maximum of an additional \$115,000 is available for the Post-Study. Proposals that exceed these limits will not be considered.

## 6. PROJECT STEPS

The steps, activities and responsibilities each partner is responsible for are shown below. The Contractor shall also be available to consult with the Project Team as requested during Education and Training portion of the project. At the end of the project, PNNL will compare the pre- and post-results to determine if there are statistically significant differences in simulated energy use between the two assessments.

<u>Step</u>	<u>Activity</u>	<u>Responsibility</u>
1	<i>Develop initial sampling plan</i>	PNNL
2	Conduct a stakeholder meeting	Project Team
3	<i>Develop final sampling plan</i>	PNNL
4	Contact jurisdictions and identify homes to sample	Project Team, in consultation with Bidder
5	<i>Collect field data and upload data to PNNL</i>	Bidder
6	Analyze field data and report back to Project Team	PNNL
7	<i>Conduct education, training and outreach</i>	Training Contractor
8	Repeat steps 1-5	PNNL, Project Team, Bidder
9	<i>Analyze field data and report back to Project Team</i>	PNNL

## 7. SCOPE OF WORK

The following Scope of Work applies to both Pre- and Post-Study Data Collection, unless otherwise noted. DHBC will be the primary point of contact for the Contractor unless otherwise noted.

### Task 1: Identify Probable Issues and Develop Proposed Solutions to Obstacles to Completing Data Collection Process

The Contractor shall work with DHBC, DEDI, MEEA and other interested parties to identify probable issues to be encountered and to develop proposed solutions for the data collection and reporting process. Potential issues include, but are not limited to:

- Non-cooperative jurisdictions
- Lack of adequate/accessible building sites in selected jurisdictions
- Non-cooperative building contractors
- Excessively remote building sites
- Difficulty in adhering to DOE protocol

***Deliverables:*** *Identification of potential obstacles along with proposed solutions to identified obstacles.*

### Task 2: Data Sampling Plan and Data Collection Strategy



A Data Sampling Plan is provided as Appendix B. The number of data sets <sup>3</sup> to be collected from each jurisdiction is noted in the Data Sampling Plan. This is the minimum number of complete observation sets that must be collected from the designated jurisdiction for each of the 9 key categories. The Project Team will work with the Contractor to determine the most effective data collection strategy based on the Data Sampling Plan. Communication between the Contractor and the Project Team will continue while field data is being collected. The Data Sampling Plan for the Post-Study will be similar but not identical (new locations) to the plan for the Pre-Study.

***Deliverable:*** *Participation in the development of a Data Collection Strategy in cooperation with Project Team*

### **Task 3: Outreach to Home Builders**

The Contractor shall assist DHBC, DEDI, and MEEA in reaching out to the Home Builders Association of Kentucky, local HBA chapters, and other relevant stakeholders in order to inform them of the program, gain access to the relevant construction documentation, and facilitate the ability to perform on-site data collection.

***Deliverables:*** *Assist DHBC, DEDI and MEEA in reaching out to home builders in order to facilitate on-site access.*

### **Task 4: Scheduling Data Collection Visits**

The Contractor shall be responsible for scheduling, coordinating and completing all required data collection visits. The Contractor will be provided with a list of permitted homes under construction for each jurisdiction that is to be sampled. DHBC, DEDI and MEEA will be available to assist where difficulties are encountered.

***Deliverables:*** *A Data Collection Site Visit Schedule, including both time required for coordination with jurisdiction and builder, travel, and time required to perform actual data collection. Additional site visits should be built into the schedule, in case some measure observations will not be available as planned.*

### **Task 5: Collect Data**

The Contractor shall collect energy code related data on single-family homes across the state of Kentucky in accordance with the Data Sampling Plan. All data shall be recorded on DOE data collection forms.

***Deliverables:*** *Documentation showing that contact was made with the home builders and other relevant stakeholders in the sampled jurisdictions, and that data was successfully collected. Documentation shall also include: date of initial contact, any follow-up contact, questions and concerns raised by home builder, and responses given. The Contractor shall provide MEEA with one complete set of collected data in both bound hard copy and in a mutually agreed electronic format. All survey data and materials are to remain confidential.*

### **Task 6: Inputting / Uploading Collected Data**

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<sup>3</sup> A data set is defined as all 8 key categories (measures) described in the DOE methodology (Appendix A), plus the HVAC Right Sizing data. For example, if 3 data sets are needed from a given jurisdiction, it means that 3 observations of each of the 9 measures have to be recorded in that jurisdiction.



The Contractor shall electronically forward the records of site observations to MEEA, DHBC and DEDI on a bi-weekly basis. MEEA, DHBC and DEDI will review the data and send comments back to the Contractor for clarification or correction. Once the data collection and data review process has been completed, the Contractor shall input / upload the collected data into the DOE designated portal. The Contractor shall confirm input / uploading requirements with DOE before beginning the process. The Contractor shall be responsible for correcting, re-entering, modifying, or adjusting any incorrect or erroneously uploaded data. MEEA will be the primary point of contact for this task.

***Deliverables:*** *Delivery of bi-weekly data as noted above. Written confirmation from DOE / PNNL that the complete set of data has been successfully uploaded, is in a useable format, and does not require modification.*

### **Task 7: Reporting**

The Contractor shall provide written bi-weekly reports to MEEA, DHBC, and DEDI that give a brief description of the data collection status, including number of site visits made, the location (county or jurisdiction) of measures observed, number and type of measures observed, and cumulative totals for observed measures. The report shall note overall progress made, obstacles encountered, plans for mitigation, objectives for the next reporting period, and other relevant information. Where applicable, the Contractor shall provide MEEA, DHBC, and DEDI with the specific information required to ascertain project milestone completion. The Contractor shall also participate in Project Team weekly conference calls during the course of pre-and post-study data collection.

At the conclusion of both the pre- and the post-program data collection process, the Contractor shall provide a comprehensive written final report describing the goals of the project and the methods used to achieve those goals and the results of the data collection effort. The report shall address all aspects of the project, including, but not limited to:

- Final totals for each mandatory directly observed key measure
- Final totals for other energy code checklist items
- Specific measures that were difficult to observe or ascertain
- Any noted patterns of non-compliant construction techniques
- Time and costs incurred in completing the data collection
- Obstacles encountered and steps taken to overcome obstacles

***Deliverables:*** *Bi-weekly and Final reports as noted above.*

## **8. GENERAL INFORMATION**

The submission requirements for this RFP are set forth below. Please note the following:

- Submission of a proposal shall constitute an irrevocable offer for 45 business days following the deadline. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.
- Contact with members of the Project Team (DOE, PNNL, DHBC, DEDI and MEEA) in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact may be cause for rejection of a bid.
- MEEA is an equal opportunity employer and is committed to a policy of nondiscrimination with regard to race, sex, color, age, religion, creed, class, sexual orientation, national origin, and disability.



- This work is being supported by federal funding. As such all federal flow-down requirements shall be applicable to the Contractor. Applicable flow-down requirements include, but are not limited to:
  - Public Law 95-224: Federal Grant and Cooperative Agreement Act (FGCAA)
  - Public Law 106-107: Federal Financial Assistance Management Improvement Act
  - Energy Policy Act of 2005 and Energy policy Act of 1992 (EPAAct)
  - Code of Financial Regulations (CFR)
  - Record Retention Regulations
  - Intellectual Property Regulations
  - DOE Assistance Regulations, 10 CFR Part 600 <http://ecfr.gpoaccess.gov>.
  - If the Award is for research and the Award is to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements <http://www.nsf.gov/bfa/dias/policy/rtr/index.jsp> apply.
  - National Policy Assurances in effect on date of award <http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms>.

## 9. SUBMISSION REQUIREMENTS

Concise proposals are encouraged. Suggested maximum page limits are noted for each section. Bidders are free to modify suggested page limits at their discretion without penalty, but the full proposal (excluding appendices) must not exceed 15 pages. Proposals shall provide separate pricing for the pre- and post-program studies. It is assumed that the bidder proposed scope of work shall apply to both the pre- and post-study, unless specifically noted otherwise. The proposal must contain the following:

1. **Cover letter** (1 page) Signed by an authorized representative of the bidder, must include assurance of bidder's understanding of the reimbursement nature of this contract (see Award and Execution of Contract section below).
2. **Cover page** (1 page) Include contact information (name, title, telephone number, email address, mailing address) for the bidder's primary contact.
3. **Table of Contents** (1 page)
4. **Introduction** (1 page)
  - Present your overall approach to accomplishing the work outlined in this RFP.
  - Describe the key components of the service package, and how components fit together to achieve the program's objectives.
  - Discuss previous experience with similar programs
  - Discuss anticipated obstacles and, if appropriate, mitigation plans.
5. **Statement of Work** (4 pages)
  - Proposals must include the bidder's proposed approach to the full Scope of Work as identified in this RFP.

- Activities, tasks and sub-tasks should be arranged in a logical order. Each activity or task should be identified, indicating who will perform it, how it will be performed and its anticipated result(s). Identify deliverables and key milestones.
- Provide a timeline/schedule for completing each identified activity, task and sub-task, showing anticipated start and completion dates (in weeks from Authorization to Proceed).
- Respondent may also propose additional tasks or activities to improve program results. Identify any proposed changes, additions or enhancements to the scope outlined in this RFP at the end of the proposed statement of work.

#### **6. Staffing and Management Plan (2 pages)**

- Identify team members (Program Manager, administrators, field representatives, sub-contractors, etc.) and their roles. Also, provide a short biography or single-page resume for each key team member in an appendix (not included in page count).
- Describe your organization's approach to project management. Indicate how the project team will organize and manage the program; provide a clear description of the roles and responsibilities of each key person; and indicate the approximate percentage of time each will devote to the program.
- Explain how the team will coordinate and communicate with MEEA, DHBC and DEDI and other Project Team members to ensure transparency and strong working relationships.

#### **7. Qualifications (3 pages)**

- Describe your team's unique qualifications and experience (skills, abilities and expertise) as they relate to the described Scope of Work. Where specific programs or projects are discussed, include the following information as appropriate:
  - Program / project name
  - Organization
  - Client contact information
  - Duration
  - Program /project description, including the specific role of your organization
  - For joint programs / projects, indicate which team members were responsible for what part of the work
  - Links to related websites, program materials, testimonials, etc.
- If a team of multiple parties is responding, describe the team's individual and combined strengths and experience. Note if, how, and when team members have previously worked together. Explain the benefits of performing the Scope of Work as a team.
- Provide contact information for three (3) professional references who can speak to your organization's or team's work.
- Supporting materials that demonstrate your ability to complete this work on time and on budget. This may be attached to your proposal as a separate appendix (see #9 below).

#### **8. Budget and Timeline (2 pages)**





- Provide a detailed budget for the pre-program study, indicating labor and expense costs by task. Provide labor costs by individual or job title, indicating billing rate per hour, estimated hours for each task and resulting labor cost estimate.
- Provide detailed expense breakdowns for the pre-program study by task and expense category, including materials and supplies, equipment, and travel.
- Provide a labor and expenses budget for the post-program study (assume a similar scope of work) to be conducted in 2017.

## 9. Appendices

- Include the following materials as appendices to your proposal:
  - Single page resumes or short biographies of the key personnel assigned to this program (required).
  - Any other supporting materials that demonstrate your ability to successfully complete this program (limit 5 pages total).

## 10. SUBMISSION REQUIREMENTS FORMAT SUMMARY

Proposals should be concise, providing a straightforward description of the Contractor's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

One (1) electronic version of the proposal must be emailed to [foa-rfp@mwalliance.org](mailto:foa-rfp@mwalliance.org) no later than 4:00 p.m. Central Standard Time on January 5, 2015. Please include "FOA Data Collection RFP & [bidder name]" in the email's subject line. All bidders who submit their proposal prior to the deadline will be sent an email confirmation that their proposal was received.

- MEEA reserves the right to reject any or all bids. All late bids will be rejected.
- Proposals that fail to address each of the submission requirements above may be deemed non-responsive and will not be considered further.
- Submittals may direct the evaluation team to general brochures, marketing materials or websites to obtain work samples, but these should be provided in addition to (not in place of) answers to specific submission requirements.
- Submittals should provide straightforward and concise information that fulfills the requirements of the RFP. Emphasis should be placed on brevity, conformity to instructions, and completeness and clarity of content. Proposals should not include generic promotional materials and graphics that do not address substantive and responsive content.
- MEEA takes no responsibility for email or technological errors that result in a proposal not being received by the specified deadline. Proposal file must be less than ten megabytes (10MB) to be successfully delivered via MEEA's email server. Proposals over 10MB may be divided into multiple files (labeled sequentially). Please allow adequate time for the email to be received.

### Anticipated Timeline for RFP

RFP Issued	November 14, 2014
<b>Proposals Due Date</b>	<b>December 15, 2014</b>
Interviews / Additional Screening	Beginning January 5, 2015
<b>Anticipated Notification of Winning Bid</b>	<b>January 19, 2015</b>
Anticipated Contractor Start Date	February 1, 2015





Anticipated Duration of Contract	Pre-Study: 6 months – Est. 2/1/15 to 7/31/15 Post-Study: 6 months – Est. 1/1/17 to 6/30/17
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### Rejection of Proposals

All proposals will be reviewed for conformance with the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete, or contains irregularities, the proposal may be rejected. MEEA reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever.

### Evaluation Process and Highest Scored Bidder

An evaluation committee will review, in detail, all proposals that are received to determine the Highest Scored Bidder (HSB). Following the initial review and screening of the written Proposals, using the selection criteria described below, one or more bidders may be invited to participate in the final selection process, which may include participation in an oral interview and submission of additional information as requested by MEEA.

During the evaluation process, MEEA may require a bidder's representative to answer questions with regard to the proposal and/or request certain bidders to make a formal presentation to the evaluation committee. Requests for additional information, formal presentations, or other pre-award requests are not indicative of award or selection potential.

This RFP does not commit MEEA to awarding a contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. MEEA reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable in its sole discretion, and to waive minor irregularities. MEEA further reserves the right to seek new Proposals when such procedure is considered by MEEA to be in the best interest of program.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. Proposals will be scored on a scale of 0-100 points. The weight assigned to each criterion appears following each item.

- Responsiveness of the proposal to the submission requirements set forth in the RFP, including the quality, clarity and completeness of proposal (10 points).
- The technical ability, capacity, and flexibility of the bidder to execute the work in a timely manner and on budget (40 points). This determination may be based on, but not limited to, the following:
  - Experience/familiarity with the Kentucky code and construction industry
  - Technical knowledge of the 2009 IECC/2013 Kentucky Residential Code
  - The presence of personnel with certified ability to conduct blower door and duct tightness tests (HERS, BPI or similar certification) on staff
  - The presence of personnel with previous code enforcement experience
  - Ability to work cooperatively in a team environment
  - Experience conducting energy code compliance surveys in other states
- Experience with previous data collection work, and the thoroughness and workability of the proposed data collection plan (30 points)



- The total cost of the proposal. Costs will be evaluated only if a proposal is determined to be otherwise qualified (15 points).
- Kentucky based firm – defined as having permanent office in state (5 points)

If a large number of proposals are received, MEEA reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

### **Award and Execution of Contract**

Subject to MEEA's right to reject any or all proposals, the HSB will be awarded the contract. Written notice will be emailed all bidders of record regarding MEEA's intention to award the contract to the HSB. MEEA and the selected Contractor will enter into good faith negotiations on a contract.

By submitting a proposal the bidder is explicitly agreeing that a reimbursement form of contract will be used as the basis of an agreement. The Contractor shall only invoice for actual work already completed and MEEA will reimburse the Contractor for actual hours spent and materials purchased in the execution of the work, not to exceed the total budget amount shown in the final agreement.

No contract or agreement, express or implied, shall exist or be binding to MEEA before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by MEEA in its sole discretion, MEEA may enter into negotiations and sign a contract with any other bidder who submitted timely and responsive proposals to this RFP.

If, after MEEA and the HSB agree to terms and execute a contract, that contract is terminated for any reason, MEEA may, in its sole discretion, either enter into negotiations with any other bidder who submitted timely and responsive proposals to this RFP, or issue a new RFP and begin the proposal process anew.

### **Errors in the RFP**

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the bidder shall immediately provide MEEA with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, MEEA may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

### **Addenda**

MEEA may modify the RFP prior to the date fixed for submission by posting or emailing an addendum to all potential bidders to whom the RFP was sent.

### **Withdrawal and Resubmission/Modification of Proposals**

A proposal may be withdrawn at any time prior to the deadline for submitting proposals. Notice of withdrawal shall be given via email to [foa-rfp@mwalliance.org](mailto:foa-rfp@mwalliance.org). The notice must clearly state the name of the bidder, their intent to withdraw the bid, and include the signature of the bidder's primary contact as identified in the submitted proposal cover letter. The bidder may thereafter submit a new or modified proposal, provided that it is received at MEEA no later than the proposal deadline. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be



modified or withdrawn after the deadline for submission, the only exception being MEEA-requested additional information.

### **News Releases**

News releases or other public notifications pertaining to the award of a contract may not be made without the prior written approval of MEEA.

### **Disposition of Materials**

All materials submitted in response to an RFP will become the property of the MEEA and will be returned only at MEEA's option and at the expense of the bidder. All materials developed and data collected by the Contractor during the execution of this work is the property of MEEA. Such materials and data shall not be released to anyone other than MEEA without MEEA's express, written consent.

Specific pages of a proposal may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential pages to evaluation committee personnel other than MEEA, DHBC and DEDI. By submitting a proposal, the bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

## **11. ADDITIONAL CONDITIONS**

### **Final Award of Post-Study**

If, in MEEA's opinion, the Contractor successfully completes the Pre-Study and funding is available from DOE, it is MEEA's intent to award the Post-Study contract to the Pre-Study Contractor. However, MEEA reserves the right to re-negotiate or re-bid the Post-Study work at its sole discretion, with or without cause.

### **Payment and Financial Reporting**

For each month that the Contract is in effect, by the 5<sup>th</sup> business day of the following month, the Contractor shall submit to MEEA a financial status report detailing the costs, both labor and materials, incurred in relation to the project. The report shall include total costs for that month, cumulative costs incurred to date, and a statement of anticipated costs for the following month.

When paying invoices, MEEA does not withhold any amount for taxes or other withholdings. Final payments are subject to MEEA's contract with and payment from the program funder, the United States Department of Energy (DOE).

### **Contractor's Status**

Contractor shall at all times be an independent contractor and not an agent or representative of MEEA, DEDI, DHBC, DOE, or PNNL with regard to performance of the work. The Contractor shall not represent that it is, or hold itself out as, an agent or representative of MEEA, DEDI, or DHBC, DOE, or PNNL. In no event shall the Contractor be authorized to enter into any contract or undertaking for or on behalf of MEEA, DEDI, DHBC, DOE, or PNNL. Employees of the Contractor are not employees of MEEA, DEDI, DHBC, DOE, or PNNL for any purposes in the performance of this Contract.

The Contractor shall provide MEEA a minimum of 10 business days written notice of its intent to change any accepted subcontractor to another subcontractor. The Contractor shall also provide a minimum of



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Chicago, Illinois 60606  
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312.587.8391 *fax*  
[www.mwalliance.org](http://www.mwalliance.org)

10 business days written notice to MEEA of its intent to expand the work of any subcontractor beyond that identified prior to execution of this Contract or during the course of performing this Contract. MEEA reserves the right to disapprove any subcontractor used by the Contractor, provided that MEEA notifies the Contractor in writing of such disapproval prior to the proposed date of the change.

In performing the Tasks identified in the scope of work, Contractor shall at its own expense:

- Furnish any and all goods, services, or other items necessary to maintain its general business records (including office equipment, office products such as copier, fax and scanning machines, office supplies such as pens and paper, etc.);
- Provide storage for any and all equipment and materials;
- Conduct communications, prepare reporting, and meet any other needs related to maintaining its capacity to conduct business (such as general liability insurance, worker's compensation insurance, internet, telephone, and GPS services, professional memberships, etc.), staff training, including travel for training.

### **Materials, Information, Property and Other Items**

The Contractor shall store and maintain at the Contractor's expense, all items accumulated, collected or developed in connection with the Tasks for a period of not less than three (3) years after termination of this Contract. The Contractor shall, upon request, provide any or all of the items to MEEA at any time during the duration of the Contract and for a period of three (3) years after termination of the Contract.

The Contractor agrees to the federal flow-down requirements regarding trademark, copyright and/or license any such materials created by the Contractor pursuant to this Contract.

### **Conflict of Interest**

The Contractor represents that it currently has no contracts with, is not employed by, and is not in negotiations with any entity, business, or organization that is a sponsor of or partner in the program that is the subject matter of this Contract. The Contractor further represents that it will immediately provide written notice to MEEA of any conflicts of interest, or the appearance thereof, which arise, or may arise, during the term of this Contract. MEEA and the Contractor shall immediately address any such conflicts or potential conflicts as they may arise.

### **Non-Disclosure**

The Contractor covenants that during and after the term of this Contract, the Contractor shall not disclose to anyone, except as authorized in writing by MEEA or to the extent necessary for the Contractor to perform duties hereunder or as required by law, any confidential information or professional secrets concerning (1) the business or affairs of MEEA, DHBC, or DEDI or (2) the program that is the subject matter of this Contract, to the extent said information has not been publicly disclosed by MEEA, DHBC or DEDI. If the Contractor is required by law or court order to disclose any confidential information otherwise barred from disclosure, it shall provide immediate written notice to MEEA. This covenant shall survive the termination of this Contract.