



**CITY OF DULUTH**

**REQUEST FOR PROPOSALS FOR**

**ENERGY ASSESSMENTS & CONSERVATION SERVICES**

**RFP NUMBER 23-AA02**

**ISSUED OCTOBER 12, 2022**

**PROPOSALS DUE NOVEMBER 30, 2022**

**SUBMIT TO**

**CITY OF DULUTH  
ATTN: PURCHASING DIVISION  
CITY HALL, ROOM 120  
411 WEST 1ST STREET  
DULUTH, MN 55802**

## **PART I - GENERAL INFORMATION**

**I-1. Project Overview.** The Public Works and Utilities Department/ComfortSystems is searching for energy services companies to provide residential energy consulting services in its service territory as part of the Home Energy Analysis Program (HEAP). Companies who meet the City qualification standards will be issued a non-exclusive service agreement. The agreement will be for one year with four additional one-year renewal options.

The successful consultants/companies shall, at the request of the City, track, schedule, and perform basic residential energy assessments of single and multifamily housing in conjunction with Minnesota Power's electrical portion of the basic energy audit, and a thermal integrity audit for 150 to 400 existing or potential gas customers. Additional detail is provided in Part IV of this RFP.

**Please note that, in order for an agency's proposal to be considered, it must meet the following criteria:**

1. Must be capable of providing walk through audits and installing conservation materials and measures as appropriate.
2. If Energy Service Company/energy consultant is conducting energy assessments for other organizations in ComfortSystems' service territory, except for Minnesota Power, they shall provide the results of those energy assessments to ComfortSystems so it can claim the savings for its programs.
3. Have demonstrated capabilities to identify energy conservation and efficiency measures, quantify energy savings and financial impacts, and report to customer and ComfortSystems using pre-approved energy calculations and report format.
4. Been in business for a minimum of three years and have a minimum of three years' experience providing the requested services.

**Proposals must clearly address each of these qualifications.**

**I-2. Calendar of Events.** The City will make every effort to adhere to the following schedule:

<b>Activity</b>	<b>Date</b>
Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a>	November 11, 2022
Answers to questions will be posted to the City website no later than this date	November 16, 2022
Proposals must be received in the Purchasing Office by 4:00 PM on this date.	November 30, 2022

**I-3. Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in its best interests. The City is not

liable for any costs the Proposer incurs in the preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-4. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

**I-5. Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

**I-6. Proposals.** To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an official authorized to bind the Proposer to its provisions. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit four (4) paper copies of your complete proposal. In addition, submit one copy of the entire proposal, including any required appendices, on a flash/thumb drive in Microsoft Office-compatible or pdf format.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

**I-7. Small Diverse Business Information.** The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnuccp.metc.state.mn.us/> .

**I-8. Term of Contract.** It is anticipated that these will be one (1) year contracts with four (4) one-year renewal options. The initial term will begin January 1, 2023 (or once fully executed) through December 31, 2023. A copy of the City's standard professional services agreement is attached as Appendix F. Please note the indemnification and insurance requirements on page 5.

The selected Proposer shall not start the performance of any work nor shall the City be liable to pay the selected Proposer for any service or work performed or expenses incurred before the contract is executed.

**I-9. Mandatory Disclosures.** By submitting a proposal, each Proposer understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.
- B. There is no conflict of interest. A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

**I-10. Notification of Selection.** Proposers whose proposals are not selected will be notified in writing.

## **PART II - PROPOSAL REQUIREMENTS**

Proposals must include the following:

1. Name, address, telephone and fax number of the agency. Provide the name, telephone number and e-mail address of a primary point of contact on Appendix A.
2. Executive Summary including description of company and background.
3. Complete answers to the Request for Qualifications and Background Information, which is attached as Appendix B.
4. Evidence that the company/consultant meets the requirements as set forth in the HEAP Minimum Energy Assessor Qualifications, attached as Appendix C
5. References. Please list three or four of your current clients whom we may contact to discuss the effectiveness of your energy assessments, your ability to report findings, and your success in motivating participation in rebate programs. Provide the name, phone number and e-mail address of the appropriate contact.
6. Completed Cost Sheet, attached as Appendix D. Please submit one (1) copy in a separately sealed envelope from the main part of the proposal.

## **PART III - CRITERIA FOR SELECTION**

Company/consultant proposals and qualifications will be reviewed by City Staff. The factors that will be considered are:

- Organization Ownership and Key Employees
- Agency Organization and Service
- Account Gain/Loss History
- Financial Standing & Policies
- Views on Efficiency & Conservation
- Company/Consultant Experience
- Quality of Work
- Qualification Statement
- References
- Cost

Qualified organizations may be contacted to arrange for an informal visit by utility staff to learn about their capabilities, past work and personnel.

## **PART IV – PROJECT DETAIL**

### **Background**

ComfortSystems offers basic residential energy assessments of single and multifamily housing in conjunction with Minnesota Power’s electrical portion of the basic energy audit, and a thermal integrity audit for 150 to 400 existing or potential gas customers as part of the Conservation Improvement Programs mandated by the Minnesota State Department of Commerce and the Minnesota Public Utilities Commission. By partnering to offer this service to mutual customers, ComfortSystems and Minnesota Power are able to provide customers with a more comprehensive energy audit that includes natural gas, electricity, and water utilities at a reduced cost. This level of service to the utility customer could not be achieved by either utility if separate energy services companies were selected to perform the residential energy assessments. For these reasons, the City of Duluth Public Works and Utilities Department intends to continue the current partnership with Minnesota Power.

### **Services**

The approved Energy Consultant will be expected to provide the following services:

1. **Schedule Appointments.** Customers will contact the energy consultant directly to request a Home Energy Assessments (HEA). Consultants must schedule the assessment within 14 days of a customer request (subject to customer availability), and reschedule customer appointments when they change plans or fail to be present at scheduled appointment times. Consultants must be prepared to provide an up-to-date list of scheduled appointments to ComfortSystems upon request. Customers will be provided with a Minnesota Power “Your Home Energy Report” (YHER), which must be completed prior to the HEA.
2. **Provide information.** Consultants must be available to answer questions about Home Energy Analysis surveys and recommendations during business hours.

Consultants must work to build rapport with utility customers and be able to initiate conversations with customers about energy usage.

3. **Be prepared.** Consultants will obtain customer gas and electric use histories from utilities prior to the visit with customer, including cost information as appropriate.
4. **Conduct the HEA.** Perform a walk-through energy inspection to identify and report opportunities for customers to reduce energy, water use, and costs. Consultants must use the information gathered during the utility bill review and the inspection to analyze the energy use patterns of the customer, estimate the energy use of major appliances, and break out energy consumption by major uses.

Consultants will supply and install any natural gas energy savings products, such as low-flow showerheads, aerators, shower timers, etc.

Consultants will review results of the energy assessment with the customer and make recommendations for additional ways to conserve energy, including the benefits of improving the energy efficiency of appliances and switching appliances to natural gas when appropriate. Consultants will identify hazardous situations and unsafe appliance operations for customers. Consultants will distribute literature about ComfortSystems' products and programs and answer any questions.

5. **Report the Results.** Consultants will prepare a report on the HEA, including the efficiency and conservation recommendations and any products that were provided. The report must contain, at a minimum, the information in the Home Energy Analysis Report, Form 6045. A sample form is attached as Appendix E. Any energy improvements included which cost over \$100 should include a payback analysis.

E-mail report of efficiency and conservation recommendations, and energy analysis findings to customers within ten (10) business days of the HEA.

E-mail report of customer's energy assessment to ComfortSystems and document conservation and efficiency opportunities and payback results. Review results of energy assessment with ComfortSystems' representative on request.

Consultants will be expected to be able and available to answer questions about the HEA from the customer or ComfortSystems for six months from the date report was issued.

Each month, submit copies of HEA reports, a list of all HEA's completed including the customer names and addresses, a list of direct install items, and an invoice for that month's costs. Comfort Systems reserves the right to verify invoices and/or installations of materials and equipment and services before issuing incentives or payments.

6. **Additional Requirements & Follow-Up.** Consultants will be required to meet with ComfortSystems representatives in person as needed throughout the year.

Consultants should be able and available to discuss efficiency opportunities and analysis, including their analysis calculation methodology, with ComfortSystems' representatives.

Consultants will be expected to use various energy assessment software and electronic devices as directed by ComfortSystems. Consultants should suggest any electronic or other upgrades that may streamline the assessment process.

Consultants will follow and comply with all safety and work rules and regulations.

Customers may be surveyed to determine their satisfaction with the HEA, the assessment process, and direct installs. This information will be shared with specific contractor to identify ways to improve the quality of the customer experience and affirm the program is performing according to expectations. Any performance issues will be addressed with the applicable energy consultant. Performance issues will be noted and may affect participating consultant status.

Customers have up to one year to request an audit revision, which would include changes to previously reported measures or requests for additional assessments that were not covered in the original assessment report. The energy consultant will request approval from ComfortSystems prior to proceeding with an audit revision. If approved, the Consultant will review past information, revise or add any additional items, perform necessary calculations, and e-mail the revised report(s) to the customer and ComfortSystems.

## **APPENDICES**

Appendix A – Proposal Cover Sheet

Appendix B – Request for Qualifications and Background Information

Appendix C – HEAP Minimum Energy Assessor Qualifications

Appendix D – Cost Sheet

Appendix E – HEA Report Form (6-15-16)

Appendix F – Professional Services Agreement Template

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH  
RFP# 23-AA02 Energy Assessments & Conservation Services**

<b>Proposer Information:</b>	
Proposer Name	
Mailing Address	
Website	
Contact Person	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Title	



## **Appendix B Request for Qualifications and Background Information**

Please answer all questions briefly and concisely on a separate sheet(s). Provide attachments, addendum or examples as needed.

### **Organization, Ownership and Key Employees**

1. When was your organization founded?
2. What geographic area does your organization serve?
3. Who owns your organization?
4. Who controls the management of your organization?
5. Please identify the most important executives in your organization, and provide a short one-paragraph description of each of their careers. What do they do now in your organization?
6. Is there anything else you would like to tell us about the ownership of your organization or its key employees?

### **Company Organization and Service**

1. Provide a functional organization chart for your organization. (It is not necessary to indicate names)
2. How many staff including owners and executives does your organization have?
3. Please describe how your organization provides service to a typical client. What are the contact points between your organization, assessment clients, and ComfortSystems?
4. Does your energy services organization provide residential, commercial, and industrial energy assessments? What services does your organization provide? What services does your organization rely on individuals or firms outside of it to perform?
5. Please describe the function of your conservation program management. How does it interact with a typical client? What are its specific responsibilities within the organization?
6. Who performs the energy assessments for your organization? What are their qualifications and experience?
7. What experience does your organization have using electronic devices or software in the field to streamline data collection and energy assessments?
8. What experience does your organization have installing conservation materials or measures in client homes?
9. What programs or practices are used in your firm to increase professional skills and knowledge of employees, and keep staff certifications up to date?
10. Please describe how your energy consultants are organized within your organization. How would you characterize their strengths? To what extent and under what

circumstances are energy consultants in direct contact with residents, or utility representatives?

11. Who presents the results of the energy analysis to the resident? When is this done?
12. Are any quality control checks done on energy assessments? If so, please explain how this is done.
13. When your organization is awarded a new energy program, does it typically staff it from within, or do you also augment internal staffing with professional people newly hired from outside the organization?
14. Which staff members would handle our accounts?
15. Would any tasks or activities for Public Works and Utilities be subcontracted to individuals or companies outside the organization? If so which ones, and who would do the work?
16. Is there anything else you would like to tell us about your organization's organization and how it serves its clients?

### **Account Gain and Loss History**

1. How many conservation programs does your organization provide services for now?
2. Has the number of programs your organization services increased or decreased in the last two years? If you have lost accounts within the past two years, would you care to comment on why they were lost?
3. What programs has your organization gained in the past two years?
4. If you have gained accounts within the past two years, would you care to comment on why your organization was chosen to service these new accounts?
5. Does your organization perform any residential energy assessments for other entities in ComfortSystems service territory? If so please provide a list of those clients. What is the nature of those accounts and what services do you provide? If you perform residential energy assessments for other entities are there any restrictions that preclude you from reporting the results to ComfortSystems so we can claim the energy savings?
6. Is there anything else you would like to tell us about your account gain and loss history?

### **Organization Financial Standing and Policies**

1. How would you characterize your balance sheet?
2. How do you usually charge your clients for your services? Please include an explanation of your compensation philosophy, a schedule of hourly rates, your mark-up structure and fee/commission structures.
3. Please provide a separate list of your agency's rates, fees, and commissions to provide the services listed in this document for the next three years (2017 through 2019). Break out hourly rates by type of service provided and position of staff providing service
4. Is there anything else you would like to tell us about your organization's financial standing and policies?

### **Organization Views about Effective Residential Conservation and Efficiency Programs**

1. How would you describe effective conservation programs?
2. Does your organization have any specific philosophy or practices that you believe consistently produce effective results or programs?
3. Does your organization follow any procedures to control quality of energy assessments you produce?
4. Is there anything else you would like to tell us about your organization's views about effective utility conservation and efficiency programs and how they might best be obtained?

### **Organization Experience**

1. In general, how would you characterize the experience of your organization? With what kinds of utility programs do you believe yourself to have special strength?
2. What experience does your organization have providing professional services for two utilities in a combined program? What organization experience, if any, is directly related to the products or services which we are now searching for an organization?
3. What experience does your organization have setting appointments and tracking status of energy assessments?
4. What other organization experience, although not directly relevant, do you believe might provide useful background if you were to be awarded the Home Energy Analysis Program walk-through assessment services account for ComfortSystems?
5. What advantage would your firm provide to Public Works and Utilities versus other firms?
6. Is there anything else about your organization experience that you believe would be helpful for us to know?

## **Appendix C HEAP Minimum Energy Assessor Qualifications,**

Consultants providing residential home energy analysis services for the Home Energy Analysis Program (HEAP) must be qualified residential energy consultants with a minimum of two years of experience performing home energy audits including but not limited to: analyzing natural gas and electric use histories, analyze energy usage patterns, estimate energy use of major appliances, breakout energy consumption by major uses, identify opportunities to reduce energy use, perform payback analysis on recommended energy saving measures, present reports, and advise customers about the benefits of improving their energy efficiency. Energy auditors must have a working knowledge and understanding of residential construction, the fundamentals of building science and understand indoor air quality issues. They must follow energy assessment protocols consistently to produce accurate, reliable, complete, and reproducible results. They must write clearly and legibly to complete forms, document results and client's responses. They must have basic computer skills.

HEAP Energy assessors must meet minimum qualifications to serve as a qualified service provider. All energy auditors must have at least one of the first four qualifications listed below, and they must have a minimum of at least one additional qualification from the list below. These qualifications apply to all individuals providing HEAP energy analysis services:

- Successfully passed the Dunwoody basic residential auditing exam or equivalent.
- Certified Building Performance Institute (BPI) Building Analyst Professional.
- Certified BPI Envelope Professional.
- Association of Energy Engineers (AEE) Certified Energy Manager
- Advanced Home Energy Professional (HEP)
- Certified Home Energy Rating System (HERS) Rater who has used building diagnostic equipment on over 20 homes.
- Minimum of two years in the field doing residential building assessments including blower door set up, operation, and analysis; completing a minimum of 50 building assessments.
- Completed 20 audits to the Minnesota weatherization standards.
- Insulation and/or air sealing contractors that have used building diagnostic equipment on over 20 homes while insulating or air sealing the home.
- Home Inspectors that have completed a minimum of 100 home inspections and used building diagnostic equipment on over 20 homes they inspected.
- Residential Energy Consultant performing residential energy audits for natural gas utility programs for a minimum of two years.
- Performed over 20 commercial or industrial energy audits.
- Managed residential energy conservation programs for a minimum of three years.
- Minimum of two years HVAC system installation and service experience.
- Minimum of a 2 year Associates degree or equivalent experience in relevant field of work.

**Energy Auditors must provide documentation proving that they meet the minimum qualifications to the satisfaction of Duluth Public Works and Utilities program administrator.**

Appendix D  
Cost Sheet

<b>Assessment Costs</b>		<b>Cost Per Building</b>
Perform an Energy Assessment and report - single family residence – cost per residence		
Perform an Energy Assessment and report - 2 to 4 unit structure – cost per building		
Perform an Energy Assessment and report - 5 to 12 unit structure – cost per building		
Perform an Energy Assessment and report for a building - 13 or more units – cost per building		
<b>Product Direct Install Costs</b>	<b>Material Cost Per Unit</b>	<b>Installation Cost Per Unit</b>
Earth Shower heads, 1.25 gpm, white (Niagara model #N2912 or equal)		
Bathroom faucet aerators, 1.0 gpm, Dual thread (Niagara model #N3210-SAW or equal)		
Kitchen Dual Spray Swivel faucet aerator, 1.5 gpm (Niagara model #N3115VP-FC or equal)		
Shower timers (AM Conservation model #SS010-S-LB or equal)		
Pipe Wrap (Cost per Linear Foot)		
<b>Additional Services</b>		<b>Cost Per Unit</b>
Perform hot water temperature check and set back to 120°F if water temperature is 130°F or above. Re-measure hot water temperature at faucet and reset temperature if needed. Cost per temperature check.		
Perform an audit revision. Cost per report.		



**MECHANICAL MAINTENANCE**

**Audit #** \_\_\_\_\_

**Heating System Recommendations**

- \_\_\_\_\_ Clean and tune every one/two years
- \_\_\_\_\_ Replace/clean air filters \_\_\_\_\_ times per year, size \_\_\_\_\_
- \_\_\_\_\_ Insulate ducts/pipes, seal openings in cold air returns
- \_\_\_\_\_ Remove obstructions from radiators/hot air vents/returns
- \_\_\_\_\_ Install programmable thermostat/set back manually/wireless thermostat/limiting thermostat
- \_\_\_\_\_ Place foil reflectors behind radiators
- \_\_\_\_\_ Adjust fan off setting to 90 degrees
- \_\_\_\_\_ Add combustion/make-up air

**Water Heating Recommendations**

- \_\_\_\_\_ Lower temperature to \_\_\_\_\_, presently set at \_\_\_\_\_
- \_\_\_\_\_ Install insulation jacket
- \_\_\_\_\_ Insulate accessible pipes \_\_\_\_\_
- \_\_\_\_\_ Drain 1-2 gallons off bottom of tank to reduce sediment
- \_\_\_\_\_ Fix leaky faucets
- \_\_\_\_\_ Install EPA "watersense" rated showerheads of 1.5 gpm

**LOW COST ENERGY IMPROVEMENTS**

**Window Recommendations**

- \_\_\_\_\_ Caulk interior trim with siliconized acrylic, paintable clear caulk (40 year blend)
- \_\_\_\_\_ Seal pulley openings \_\_\_\_\_
- \_\_\_\_\_ Weatherstrip loose windows \_\_\_\_\_
- \_\_\_\_\_ Secure and caulk upper sash
- \_\_\_\_\_ Install sash locks to hold windows together
- \_\_\_\_\_ Install plastic \_\_\_\_\_
- \_\_\_\_\_ Replace window putty/caulk loose glass
- \_\_\_\_\_ Other \_\_\_\_\_

**Door Recommendations**

- \_\_\_\_\_ Caulk interior trim with siliconized acrylic caulk
- \_\_\_\_\_ Weatherstrip \_\_\_\_\_
- \_\_\_\_\_ Install door bottom sweep/replace threshold
- \_\_\_\_\_ Other \_\_\_\_\_

**Infiltration recommendations**

- \_\_\_\_\_ Caulk baseboards at wall and floor
- \_\_\_\_\_ Install outlet/switch gaskets, including top floor interior locations.
- \_\_\_\_\_ Seal fireplace opening—glass doors/plywood cover
- \_\_\_\_\_ Seal air leaks through foundation walls \_\_\_\_\_
- \_\_\_\_\_ Seal all heat leaks into attic space
- \_\_\_\_\_ Seal chimney chaseway-sheet metal and hi temp caulk
- \_\_\_\_\_ Seal at base of plumbing vent stacks with "Fireblock" type spray foam
- \_\_\_\_\_ Seal both exhaust fan and kitchen exhaust duct rough openings - "Fireblock" spray foam
- \_\_\_\_\_ Other \_\_\_\_\_

**Miscellaneous Recommendations**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **LOW COST/NO COST ENERGY SAVINGS IDEAS**

### **Saving Energy in the Kitchen**

- Refrigerator
  - Check gasket for a tight seal, replace if worn
  - Keep coils on the back and bottom clean
  - Let food cool before storing it
  - Cover liquids to lower humidity
  - Don't keep door open for long periods of time
  - Set refrigerator at 38 to 40 degrees and freezer at 5 degrees
  - Defrost items in the refrigerator
  - When gone for long periods of time, clean out the refrigerator and turn it off; leave the door open.
- Cooking Tips
  - Clean reflectors under burners
  - Use lids of pots and pans
  - Use only enough water for the task
  - Clean gas burners; food and grease can clog them
  - Plan one-dish meals
  - Don't peek in the oven
  - When possible, cook with microwaves, woks, crockpots or small electric pans
  - Turn off electric burners a few minutes before the food is done. Heat in the burner will finish the cooking.

### **Laundry Room Energy Tips**

- Wash and dry consecutive loads
- Wash in cold water when possible
- Wash and dry full loads
- Use less soap
- Don't over dry
- Keep filter and vent clean
- Use low drying temperature
- Use the "solar" dryer (hang clothes to dry outside)

### **Cooling Tips**

- Close windows early on hot days and open them in the evening
- Close drapes during the day
- Use exhaust fans after cooking and bathing
- Use cross ventilation
- Air conditioning—ideally, you should never have to use air conditioning in your home. It is very expensive and rarely necessary. But if you need it:
  - Set thermostat at 78 degrees or higher
  - Clean or replace filters once a month
  - Turn off unit when you are going to be gone for several hours
  - If you have a window-mounted room unit, make sure it's sealed in the opening with no gaps; install cover or remove in winter
  - Clean and vacuum grills, coils and cooling fans

### **Lighting Energy Savings Tips**

- Turn lights off when they are not needed
- Concentrate light in reading and work areas
- Use natural light
- Use fluorescent light or LED lights
- Check bulb package for lumens given off; you want the most lumens per watt
- Keep lights and fixtures clean



Appendix F

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN**

Click or tap here to enter text.

**AND  
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and Click or tap here to enter text. located at Click or tap here to enter text., hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for residential energy audits and energy conservation consulting services, (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Director of Public Works & Utilities (“Director”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of Click or tap here to enter text. Dollars (\$Click or tap here to enter text.) inclusive of all travel and other expenses associated with the Project, payable from Fund Click or tap here to enter text.. All invoices for services rendered shall be submitted monthly to the attention of the Click or tap here to enter text.. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [Click or tap here to enter text.](#) (the “Primary Consultant”). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant’s obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a “work made for hire” and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work (“City Property”). Consultant further agrees that to the extent the work is not a “work made for hire” Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.
- d. Records shall be maintained by Consultant in accordance with requirements

prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge

or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.

- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by [Click or tap here to enter text.](#), unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the

responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.

- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon**

**execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.

- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- c. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** City of Duluth  
411 W First Street  
City Hall Room 240  
Duluth MN 55802  
Attn: Jim Benning, Director

**Consultant:** Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

Attn: Click or tap here to enter text.

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.



IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

**CITY OF DULUTH-Client**

Click or tap here to enter text.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_  
Title of Representative

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to Form:

\_\_\_\_\_  
City Attorney